### **INVITATION TO BID**

### **Vacuum Box Rental and 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

# **BID DOCUMENTS**

# **Vacuum Box Rental and Services**

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# Legal Notice Invitation to Bid

The Delaware County Commissioners are seeking competitive bids from contractors for a one (1) year contract with two optional one-year extensions for providing vacuum box rental and related services on an as-needed basis for wastes removed from sewers and wastewater treatment facilities. Bids will be received at the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015, until **2:00 p.m. on Monday, July 18, 2022**. At that time, bids will be opened and read aloud.

The bids must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR VACUUM BOX RENTAL AND SERVICES."

This public notice and the complete Invitation to Bid are posted on the internet and may be viewed on Delaware County's web page at <a href="http://www.co.delaware.oh.us">http://www.co.delaware.oh.us</a> under the heading Public Notices and Bids or may be obtained from the Delaware County Regional Sewer District web page at <a href="https://regionalsewer.co.delaware.oh.us/bids/">https://regionalsewer.co.delaware.oh.us/bids/</a>.

Any bid 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).

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to waive irregularities and to reject any or all bids.

Questions about the bid shall be directed in writing to Julie McGill via email at <a href="mailto:jmcgill@co.delaware.oh.us">jmcgill@co.delaware.oh.us</a>.

Delaware Gazette Advertisement Date: Friday, June 24, 2022

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#### **SPECIFICATIONS**

#### **Vacuum Box Rental and Services**

Delaware County, Ohio

#### **GENERAL**

This contract is a one (1) year agreement to provide vacuum box rental and related services at stated unit prices listed in the bid blank when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Regional Sewer District (collectively known as "County"). The agreement includes the option to extend the length of the contract for up to two (2) additional one (1) year terms if mutually agreed in writing by both Owner and Contractor.

The Bidder (the term "Bidder" is used herein to refer to prospective contractors and may be used interchangeably with the term "Contractor" herein) agrees to provide vacuum box rental and services under this contract promptly as requested by the Owner. Time and date of the service will be scheduled by and at the convenience of the County. Failure to respond within 24 hours of a request or perform within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

In addition to vacuum box rental, the services to be provided are:

- 1) Transportation of vacuum boxes to and from the County's various wastewater treatment facilities and pump stations, and
- 2) Disposal of vacuum box contents at a facility permitted by the Ohio Environmental Protection Agency. The Contractor shall provide the name and address of the proposed receiving facility for DCRSD consideration on the Bid Form. If, for whatever reason, the stated receiving facility cannot accept the material, then the Contractor would be responsible for all costs associated with transporting the material to another location. The County's dump pad will not be available for disposal.

The materials for disposal will consist of liquid wastes and sludge removed from the County's sanitary sewers, pump station wet wells, and wastewater treatment facilities. **Appendix A** provides a waste profile of the County's three major treatment facilities. The County will provide additional material testing if necessary for transportation and disposal.

Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

#### NON EXCLUSIVE AWARD

Due to the nature of the services required, in addition to not knowing in advance when services will be needed, the County reserves the right to accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders. In the event that multiple contracts are awarded, the County will review a list of the multiple awarded vendors as the need arises, select what vendor best meets its requirements, and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

#### **QUANTITIES**

The County rented 17 vacuum boxes in the last five months. The actual number of vacuum boxes needed over the contract duration will vary depending on operational needs. The County will not guarantee a minimum or maximum amount, nor shall the County be obligated to purchase a minimum amount or be limited to purchasing a maximum amount. The bid price shall apply to the actual amount of vacuum boxes and services that the County orders.

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#### REQUIRED EQUIPMENT

Contractor shall provide vacuum boxes with a minimum capacity of 3,000 gallons and all equipment necessary for delivery, pickup, and transportation. The vacuum boxes must have 6-inch camlock fittings, including a male camlock on one end of the box and female camlock on the other end of the box. The cost of such shall be included in the quoted bid price. The County shall provide all suction and discharge hoses, pumps, and connections for use with the vacuum boxes. By submitting a bid, the Contractor acknowledges that it has made itself familiar with the conditions in which the vacuum boxes can be off loaded and the equipment that is needed to perform such actions as required in the specifications.

#### **SAFETY**

In an emergency affecting the safety of persons or property, the Contractor shall act with reasonable care and discretion, to prevent any threatened damage, injury, or loss. Contractor shall provide all necessary safety devices and personal protective equipment.

The Contractor shall be responsible for any damage to the County's equipment that is directly attributable to improper loading, offloading, and hauling practices. The Contractor shall provide prompt clean-up of any spills made during loading, offloading, and hauling at no additional cost to the County. The Contractor shall be responsible for any damage incurred to adjoining areas and or properties due to such spills or improper loading, offloading, and hauling practices. The Contractor will be responsible to report, as required, all spills and pay for all penalties and/or fines that are attributable to the Contractor's negligence.

#### REGULATORY REQUIREMENTS

Contractor shall comply with requirements of all local, state, and federal regulating agencies for the Work as described in the contract documents.

#### **PRICING**

The Contractor shall provide pricing for the bid items as detailed in the Bid Form. The stated unit costs are to be all-inclusive, including fuel, labor, materials, equipment, personal protective equipment, training, and insurance to provide the services as provided herein. Fuel surcharges shall not be permitted. Transportation hours shall be port-to-port. The County shall notify the Contractor at least one day in advance of the date each rental is to be complete and ready for pickup. No rental time shall be incurred after the date each rental is complete.

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#### SAMPLE CONTRACT

#### **VACUUM BOX RENTAL AND SERVICES**

bet Del		missioners, Delaware County, Ohio, 91 North Sandusky Street,  ("Contractor"), hereinafter collectively referred to as the				
1	SERVICES PROVIDED BY CONTR	ACTOR				
1.1		rental and services in accordance with the Bid Documents issued for e, by this reference, fully incorporated herein (the "Services").				
2	SUPERVISION OF SERVICES					
2.1		The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the agent of the County for this Agreement.				
2.2	The Sanitary Engineer shall have a termination of the Services perform	thority to review and order changes, commencement, suspension or ed under this Agreement				
3	AGREEMENT AND MODIFICATION	NS				
3.1	understanding and agreement between understandings and agreements related to the control of the	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 Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.				
4	COMPENSATION					
4.1	Compensation shall be based upon incorporated herein.	he unit price in Contractor's Bid, which is, by this reference, fully				
5	NOTICES					
5.1	of the individuals listed below in w	ent shall be served by U.S. Certified Mail on the Parties to the attention iting. The Parties may use electronic communication for the purposes, e-mail shall not be used to transmit Notices.				
	County: Delaware County Regiona	Sewer District				
	Name:	Ricky Thomas				
	Address:	7767 Walker Wood Blvd., Lewis Center, Ohio 43035				
	Telephone:	(740) 833-2226 Ext. 5103				
	Email:	rthomas@co.delware.oh.us				
	<u>Contractor:</u> Name of Principal in Charge:	Insert name of principal				
	Address of Firm:	Street address including suite #, if any				
	City, State, Zip:	City, state, zip				
	Telephone:	Typed name				

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#### 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 Bid Price.
- 6.2 Invoices shall be submitted to the Sanitary Engineer 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 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 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 Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 7.3 This Agreement shall expire one (1) year from the date of contract execution with the option to extend the length of the Agreement for up to two (2) additional one (1) year terms if mutually agreed in a writing signed by both Owner and Contractor.

#### 8 INDEMNIFICATION

- 8.1 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.
- 8.2 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.

#### 9 INSURANCE

- 9.1 <u>General Liability Coverage</u>: 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.
- 9.2 <u>Automobile Liability Coverage</u>: 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.

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- 9.3 <u>Workers' Compensation Coverage</u>: 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.
- 9.4 <u>Additional Insureds</u>: 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 <u>Proof of Insurance</u>: 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.

#### 10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 <u>Prohibited Interests</u>: 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.
- 10.2 <u>Independent Contractor</u>: 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.
- 10.3 <u>Governing Law</u>: 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.
- 10.4 <u>Headings</u>: 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.
- 10.5 <u>Waivers:</u> 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.
- 10.6 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.
- 10.7 <u>Findings for Recovery</u>: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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- 10.8 <u>Authority to Sign</u>: 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.
- 10.9 <u>County Policies</u>: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and 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 <a href="http://www.co.delaware.oh.us/index.php/policies">http://www.co.delaware.oh.us/index.php/policies</a>. 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.
- 10.10 <u>Drug-Free Workplace</u>: 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.
- 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.

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

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

INSER'	T NAME OF CONTRACTOR
Date:	
By:	Signature
	Signature
	Printed Name of Principal
	Business Title
_	O OF COUNTY COMMISSIONERS LAWARE COUNTY, OHIO
Date:	
Ву:	Barb Lewis, President of the Board Pursuant to Resolution No. 11-137 and Resolution No. 22
Approv	ed as to Form:
	torney, Board of Commissioners re County, Ohio

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### **Notice of Award**

		Dated
Project: Vacuum Box Rental and Services	Owner: Delaware County Board of Commissioners	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder:		<b>L</b>
Bidder's Address: (send Certified Mail	, Return Receipt Requested)	
You are notified that your Bid dated _ Bidder and are awarded a Contract for Vac	for the above Contract has uum Rental and Services.	been considered. You are the Successful
The Contract Price is as follows, to be of the Bid Documents):  Vacuum box rental \$	e provided under the terms of the contract a	and specifications (see attached page 16
Vacuum box transportation \$	/HOUR	
Disposal of vacuum box contents		
There will not be a total maximum or mini	mum amount of services purchased for the dur	ration of the contract.
You must comply with the follow	ring conditions precedent within [15] days of t	he date you receive this Notice of Award.
1. Deliver to the Owner three (	(3) fully executed CONTRACTS.	
2. Deliver PROOF OF INSUR	ANCE, WITH PROPERLY EXECUTED EN	DORSEMENTS
Failure to comply with these condition Notice of Award and declare your Bid secu	ons within the time specified will entitle Own	ner to consider you in default, annul this
Within ten days after you comply wit Contract Documents.	h the above conditions, Owner will return to y	you one fully executed counterpart of the
	DELAWARE COUNTY Owner	
	By:Authorized Signature	
	SANITARY ENGINEER Title	
Copy to: Sanitary Engineer, Tiffany Maag a	nd	

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## **Notice to Proceed**

		Dated
Project: Vacuum Box Rental and Services	Owner: Delaware County Board of Commissioners	Owner's Contract No.:
Contract: Vacuum Box Rental and Se	ervices	Engineer's Project No.:
Contractor:		
Contractor's Address: [send Certified	Mail, Return Receipt Requested]	
On or before that date, you are to star with the Contract Documents, the dat Agreement for up to two (2) additional	ntract Times under the above contract will the performing your obligations under the Completion is with the condition one (1) year terms if mutually agreeable any Work at the Site, you must [add other in the condition of	Contract Documents. In accordance the option to extend the length of the e by both Owner and Contractor.
(Contractor)	Owner	_
Received by:	Authorized Signatu	ire
(Title)	Title	
(Date)	Date	
Copy to: Sanitary Engineer, Tiffany M	Maag and	

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# **Change Order**

No.		
NU.		

Date of Issuance:		Effec	tive Date:
Project: Vacuum Box Rental and Services		Delaware County Board of issioners	Owner's Contract No.:
Contract:	•		Date of Contract:
Contractor:			Engineer's Project No.:
The Contract Documents are modified a	ıs follows upon	execution of this Change Order	:
Description:			
Attachments: (List documents supporting	change):		
CHANGE IN CONTRACT P	RICE:	CHAN	GE IN CONTRACT TIMES:
Original Contract Price:		•	☐ Working days ☐ Calendar days ys or date):
\$		Ready for final payment (	lays or date):
Increase] [Decrease] from previously appro orders No to No		[Increase] [Decrease] from p	reviously approved Change Orders
		Substantial completion (da	ys):
\$		Ready for final payment (d	ays):
Contract Price prior to this Change Order:		Contract Times prior to this Gubstantial completion (da	Change Order: ys or date):
\$		Ready for final payment (	lays or date):
Increase] [Decrease] of this Change Order:		[Increase] [Decrease] of this Substantial completion (da	
\$		Ready for final payment (	lays or date):
Contract Price incorporating this Change Order:		Contract Times with all appr Substantial completion (da	oved Change Orders: ys or date):
\$		Ready for final payment (	lays or date):
RECOMMENDED:	ACCEPTED	):	ACCEPTED:
y:			
Engineer (Authorized Signature)		Owner (Authorized Signature)	Contractor (Authorized Signature)  Date:
Approved by Funding Agency (if applicable):			Date:

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# Change Order Instructions

#### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

#### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

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# **Work Change Directive**

No.	
-----	--

Date of Issuance:	Effec	ctive Date:	
Project: Vacuum Box Rental and Services	Owner: Delaware County Board of Commissioners	f Owner's Con	tract No.:
Contract:		Date of Cont	ract:
Contractor:		Engineer's Pr	oject No.:
You are directed to proceed promptly with the	following change(s):		
Item No. Description			
-			
I			
Attachments (list documents supporting change	ge):		
Purpose for Work Change Directive:			
Authorization for Work described here	ein to proceed on the basis of Cost	of the Work due to:	
Non-agreement on pricing of pro	pposed change.		
Necessity to expedite Work desc	ribed herein prior to agreeing to ch	anges on Contract Price	ce and Contract Time.
Estimated change in Contract Price and Contr	ract Times:		
	(increase/decrease)	Contract Time	(increase/decrease)
Contract Trice of	(merease/decrease)	Contract Time	days
If the change involves an increase, the estimated a	amounts are not to be exceeded with	hout further authorizat	ion.
Recommended for Approval by Engineer:			Date
Authorized for Owner by:			Date
Accepted for Contractor by:			Date
Approved by Funding Agency (if applicable):			Date:

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#### **BID BLANK**

#### **Vacuum Box Rental and Services**

Delaware County, Ohio

Item No.	Unit	Quantity	Item	Unit Price	Vacuum Box Capacity (gallons)*
1	DAY	1	Vacuum Box Rental (includes box clean out)	\$	
2	HOUR	1	Vacuum Box Transportation (includes driver and truck)	\$	
3	GALLON	1	Disposal of Vacuum Box Contents	\$	

<sup>\*</sup> If multiple vacuum box sizes are being offered, use multiple bid forms

Name and address of proposed receiving facility	for disposal:	 	

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#### **CERTIFICATION OF BID**

I, authorized contracting principal or agent of the Bidder do hereby certify that the Bidder will conform to the foregoing requirements of the bid and will furnish, at the listed unit prices, all chemicals ordered by Delaware County in accordance with required specifications.

Print Clearly or Type:			
Bidder (Company)			
Address			
City	State	Zip	
Telephone	Fax		
Printed Name and Job Title of Authoriz	ed Principal or Agent		
Signature			

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#### FORM OF BID GUARANTY

(Address) and
as Surety, are hereby held and firmly bound unto the County of Delaware as Obligee in the penal sum of \$500.00 as part of the bid submitted by the Principal to the Obligee on (date)
as Surety, are hereby held and firmly bound unto the County of Delaware as Obligee in the penal sum of \$500.00 as part of the bid submitted by the Principal to the Obligee on (date)
part of the bid submitted by the Principal to the Obligee on (date)  to undertake the Project known as:  The penal sum, referred to herein, shall be \$500.00, incorporating any additive or deductive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.  THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project;  NOW, THEREFORE, if the Obligee accepts the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that
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as herein stated.  THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the
terms of said contract or in or to the plans and specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.
SIGNED AND SEALED this day of, 20
PRINCIPAL:

Vacuum Box Services Page 18 of 27

Title:			
SURETY:	SURETY CO	OMPANY ADDRESS:	
	Street		
By:			
By: Attorney-in-Fact	City	State	Zip
	Telephone		
	SURETY AC	GENT'S ADDRESS:	
	Agency Nam	e	
	Street		
	City	State	Zip
	Telephone		

Vacuum Box Services Page 19 of 27

#### LIST OF SUBCONTRACTORS

#### SUBCONTRACTORS (USE ADDITIONAL PAPER IF NECESSARY)

Address	Telephone #	Contact Person	Email

Vacuum Box Services Page 20 of 27

#### **EXPERIENCE RECORD**

#### (TO BE SUBMITTED WITH THE BID)

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Projects listed shall be for OWNERS other than this Project.

OWNER:	STREET:		
CONTACT:	CITY:		
PHONE: ()	STATE:	ZIP:	
PROJECT NAME:			
DESCRIPTION:			
COST OF PROJECT:			
OWNER:	STREET:		
CONTACT:	CITY:		
PHONE: ()	STATE:	ZIP:	
PROJECT NAME:			
DESCRIPTION:			
COST OF PROJECT:			
OWNER:	STREET:		
CONTACT:	CITY:		
PHONE: ()	STATE:	ZIP:	
PROJECT NAME:			
DESCRIPTION:			
COST OF PROJECT:			

\*(USE ADDITIONAL COPIES OF THIS FORM AS REQUIRED)

Vacuum Box Services Page 21 of 27

# AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO			
COUNTY OF DELAWARE	SS:		
TO: Delaware County Commissioners			
The undersigned, being first duly sworn Services hereby states that we were not property taxes on the general tax list of peritory and that we were not charged we In consideration of the award of the aboreovenant of the undersigned.	charged at the time the personal property of a with delinquent person	e bid was submitted w ny county in which yo al property taxes on an	ith any delinquent personal u as a taxing district have ny such tax list.
	Affiant		
Sworn to before me and subscribed in m	ny presence this	day of	, 20
	Notary 1	Public	

My commission expires:

Vacuum Box Services Page 22 of 27

#### NON-DISCRIMINATION CLAUSE

In the performance of this and all Contracts, the Contractor will be bound by the following *Non-Discrimination Clause*, by this reference hereby made a binding condition of the Contract:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or physical or mental handicap. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection or training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Non-discrimination Clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applications will receive consideration for employment without regard to race, color, creed, national origin, or physical or mental handicap.
- 3. The Contractor further affirms that he will incorporate or cause to be incorporated into any construction subcontract, the regulations on **Equal Employment Opportunity** during the performance of this Contract.

	By:Signature	
	č	
(SEAL – if by a corporation)	Title	
	Business Name	
	Address	
	City, State, Zip	

Vacuum Box Services Page 23 of 27

#### NON-COLLUSION AFFIDAVIT

STATE OF OHIO, COUNTY OF DELAWARE: ss

		_, being first duly swo	orn, deposes and states that he/she
is the	of		, the party making the
is the foregoing <b>Proposal or Bid</b> ; that suc	h Bid is genuine and no	t a collusive sham; that	t said bidder has not colluded,
conspired, connived or agreed, direc	ctly or indirectly, with ar	ny bidder or person , to	put in a sham bid, or that such
other person shall refrain from bidd			
collusion, or communication or con-			
any overhead profit or cost element			
cost element of said bid price, or of			
price, or of that of any other bidder,			
Commissioners, or any person or p said Proposal or Bid are true; and f			
contents thereof, or divulged inform			
contents thereof, of divulged inform	ation of data felative the	creto any association of	to any member of agent thereof.
	Affiar	nt	
Sworn to before me and subscribed	in my progonac this	day of	, 20 .
Sworn to before the and subscribed	in my presence uns	day of	, 20
	Notar	y Public	
	My co	ommission expires:	

Vacuum Box Services Page 24 of 27

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

# (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor:		
Date:	By:	(Name and Title of Authorized Representative)
		(Signature of Authorized Penrecentative)

Vacuum Box Services Page 25 of 27

# LIST OF INTERESTED PRINCIPALS

ne names and addresses of persons interested as principals in this proposal are as fourite names in full)	onows:
	Fill in prior to biddir

Vacuum Box Services Page 26 of 27

#### CERTIFIED COPY OF CORPORATE RESOLUTION

	(Name of Co	ompany)	
I hereby certify that I as	n the duly elected and acting Se	ecretary of	
a Corporation duly orga	unized and existing under the law	ws of the State of	;
that on the	day of	, 20	, the board of directors of
said Corporation author	rized and approved a certain pro	posal to the <u>Delawa</u>	re County Board of
Commissioners (owner	) for the construction of certain	improvements for _	
(insert name of project)			
by said Corporation and	l any Contract resulting therefro	om and empowered t	he
(insert title of officer)			
of said Corporation to e	execute said proposal and Contra	act for and in behalf	of said Corporation; that said
authority is not contrary	to any provision in the articles	of incorporation or	code of regulations or code
of bylaws of said Corpo	oration; that said authority has n	ot been rescinded or	modified; and that
		is the duly elec	eted and acting
			of said Corporation.
(insert title of officer)			
IN WITNESS V	VHEREOF, I have hereunto sub	scribed my name on	·
	, 20		·
		Se	ecretary

Vacuum Box Services Page 27 of 27

## Appendix A: Analysis of the Biosolids



ACWRF - Delaware County

10333 Olentangy River Rd.

Attn: Kevin Brutchey

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

**Project Name:** 

Powell, Oh 43065

**ACWRF** 

Sample ID:

**Belt Press** 

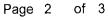
Lab Sample #

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	ВG	02/24/2020	02/24/2020
(Surrogate) TCMX	46.5	%		SW-8081B	BG	02/24/2020	02/24/2020
	(0.8 - 111.2)						
(Surrogate) DCB	52.5	%		SW-8081B	BG	02/24/2020	02/24/2020
2-methylphenol (o-Cresol), TCLP	(5.9 - 108.4) <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
Pentachlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT		02/24/2020
r entachiosophenot, TOLI	40,00	11139164	U144				

Analysis Certified By: \_\_\_\_\_\_

1101 N. Cole Street - Lima, Ohio 45805 419.223.1362 - Fax 419.227.3792 800.436.1243





**ACWRF - Delaware County** 

10333 Olentangy River Rd.

Attn: Kevin Brutchey

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

**Project Name:** 

Powell, Oh 43065

**ACWRF** 

Sample ID:

**Belt Press** 

Lab Sample #

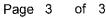
L20-11498-01

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	TML	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







ACWRF - Delaware County

10333 Olentangy River Rd.

Attn: Kevin Brutchey

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

**Project Name:** 

Powell, Oh 43065

**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

Amy Staley



# טוומווו טו טעטוטעץ וופנטוע

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

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STATE OF THE PARTY.	
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	THE REAL PROPERTY.
	<u> </u>
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مميون	
2000/00 10000	

Report To:  DELAWARE COUNTY Name:  ALUM CREEK WAFTER RECLAMATION FACULATIVE Company:  7767 WALKER WOOD BLVD Company:  LEWIS CENTER OH 43035 Address:  749 - 833 - 2274  740 - 833 - 2274	WTY INVIDENTIAL PROPERTY. ATION FACILISM: D BLVD Company: 43035 Address: 26 74	and the spirit will be supplied to the spirit spiri			
Phone #:	Fax #:				
E-mail:	PO#:				
Project Name ACURE		,	Next Day ☐	√ working Days □	
Sampler Propos TIM BENNET	Communical Carbon Maria	A STATE OF THE STA	2 Working Days 🛘 5 Worki	5 Working Days 🖸	Routine 🚨
Customer Sample ID / Sample Location	Sample Sample Composite Grab	ab Marix Code Number of Preservation Code #		Analysis Required	Alloway LIMS # For Lab Use Only
1 827 7285	× 0080 %. 1. 4	Se /	TOLD- PCRA ME	TOLP - RORA METALS, TOLP SYNC'S	B
2			PAINT FIHER	PAINT FIHER SOLFUR DRYWEIGHT	シ
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4			-		<b>4</b>
5					Nedersed transcriptors and the second
O C			FIN TOLE	P VRS	THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPER
7			per	FIME	
œ		Water It-27	gg, a ringe of the second second	all deliver	
Relinquished by:	Received by:	Date Time Meth	Method of Delivery Matrix Codes:	Preservation Codes:	Sample Receiving
- MOCKSER	4	DISAM SOLO OR OPPE	gw - groundwater 1-None	one 7-Sadium 13-Zinc Acease	(For Lab Use Only)
2	A CONTRACTOR OF THE CONTRACTOR	Fed Ex 🖵	dw - drinking water 2 - HNO <sub>3</sub>	NO <sub>3</sub> 8 - Ascortsic Acid 54 - Sodium	% Present?
ω		Client D	w - water 3-H <sub>2</sub> So <sub>4</sub>	9 - Maleic Acid	z čo
<b>A</b>	A CONTRACTOR OF THE PROPERTY O	Allowa	S - solid 4 - HCI sg - sludge	CI 10 - EDA Suitay/Sodium Bisuitays	Propos Preservation?
57		Allowa	II- leachate 5-мюн Alloway Sampling ☐ a-acid	InOH 11 - Ammonium Chloride	
53	a de la constanta de la consta	Other 🗅	ρ - product o - other	6-Naoh & 12-(Nh),50/& Zing Assers Nh,Oh	
Received for Laboratory By: (circle one):	): Mansfield Lima Marion				Contains Lemberdine
(Signature)	C . 32 28	15.1 94.03.5 1.1.5		And the state of t	der der der errennen von von von von von der
Transported to: Lima Marion	<b>By</b> :	Received By:	The state of the s	Date: 2/8/120 Time:	1055
Transported to: (Im) REV 01-16 Marion	By ?	Received By:		Date: d'al-do Time:	



Attn: Marshall Yarnell

10333 Olentangy River Road

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

**Project Name:** 

Powell, OH 43065

OECC

Landfill TCLP

Sample ID:

**OECC Dewatered Sludge** 

Lab Sample #

L20-11491-01

Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
*	Y/N		SW-9095	MS		02/24/2020
Pass						
6390	mg/Kg dry	505	ASTM D-129/ SW 9056	JMT		02/25/2020 ,
20	%	0.10	SM-2540 G	TNS		02/23/2020
<0.50	mg/L	0.50	SW-6010B	AOP		02/24/2020
0.22	mg/L	0.10	SW-6010B	AOP		02/24/2020
<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
<0.10	mg/L.	0.10	SW-6010B	AOP		02/24/2020
<0.50	mg/L	0.50	SW-6010B	AOP		02/24/2020
<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
<0.020	mg/L	0.020	SW-7470A	BRM		02/24/2020
<0.00125	mg/L	0.00125	SW-8081B	BG	02/24/2020	02/24/2020
<0.00050	mg/L	0.00050	SW-8081B	BG	02/24/2020	02/24/2020
<0.00025	mg/L	0.00025	SW-8081B	BG	02/24/2020	02/24/2020
<0.00025	mg/L	0.00025	SW-8081B	BG	02/24/2020	02/24/2020
<0.00025	mg/L	0.00025	SW-8081B	BG	02/24/2020	02/24/2020
<0.0025	mg/L	0.0025	SW-8081B	BG	02/24/2020	02/24/2020
<0.0125	mg/L	0.0125	SW-8081B	BG	02/24/2020	02/24/2020
45.1	%		SW-8081B	BG	02/24/2020	02/24/2020
(0.8 - 111.2)			m	DC.	00/04/0000	02/24/2020
	%		SVV-8081B	ъс	02/24/2020	02/24/2020
(5.9 - 106.4)	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020
<1.00	mg/L	1.00	SW-8270C	JMT	02/24/2020	02/24/2020
<0.50	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020
	* Pass 6390 20 <0.50 0.22 <0.10 <0.10 <0.10 <0.020 <0.00125 <0.00025 <0.00025 <0.00025 <0.0025 <0.0025 <0.0125 45.1 (0.8 - 111.2) 50.4 (5.9 - 108.4) <0.50 <1.00	* Y/N Pass 6390 mg/Kg dry 20 % <0.50 mg/L 0.22 mg/L <0.10 mg/L <0.10 mg/L <0.10 mg/L <0.10 mg/L <0.050 mg/L <0.050 mg/L <0.050 mg/L <0.0025 mg/L <0.00025 mg/L	* Y/N  Pass 6390 mg/Kg dry 505  20 % 0.10 <0.50 mg/L 0.50  0.22 mg/L 0.10 <0.10 mg/L 0.10 <0.50 mg/L 0.50 <0.00 mg/L 0.00 <0.050 mg/L 0.00 <0.002 mg/L 0.0025 <0.00125 mg/L 0.00025 <0.00025 mg/L 0.00025 <0.00025 mg/L 0.00025 <0.00025 mg/L 0.00025 <0.00025 mg/L 0.00025 <0.0025 mg/L 0.0025 <0.0025 mg/L 0.0025 <0.0025 mg/L 0.0025 <0.0125 mg/L 0.0025 <0.0025 mg/L 0.0025	Pass 6390 mg/Kg dry 505 ASTM D-129/ SW 9056 20 % 0.10 SM-2540 G  <0.50 mg/L 0.50 SW-6010B  0.22 mg/L 0.10 SW-6010B  <0.10 mg/L 0.10 SW-6010B  <0.50 mg/L 0.50 SW-6010B  <0.050 mg/L 0.50 SW-6010B  <0.0020 mg/L 0.00 SW-6010B  <0.00125 mg/L 0.002 SW-7470A  <0.00125 mg/L 0.00025 SW-8081B  <0.00025 mg/L 0.00025 SW-8081B  <0.00125 mg/L 0.00025 SW-8081B  <0.00125 mg/L 0.00125 SW-8081B  <0.0125 mg/L 0.00125 SW-8081B  <0.0125 mg/L 0.00125 SW-8081B  <0.0125 mg/L 0.00125 SW-8081B  <0.0125 mg/L 0.0025 SW-8081B  <0.0025 SW-8081B	* Y/N SW-9095 MS  Pass 6390 mg/Kg dry 505 ASTM D-129/ SW 9056  20 % 0.10 SM-2540 G TNS  <0.50 mg/L 0.50 SW-6010B AOP  0.22 mg/L 0.10 SW-6010B AOP  <0.10 mg/L 0.10 SW-6010B AOP  <0.50 mg/L 0.50 SW-6010B AOP  <0.050 mg/L 0.50 SW-6010B AOP  <0.000 mg/L 0.00 SW-6010B AOP  <0.000 mg/L 0.00 SW-6010B AOP  <0.000 mg/L 0.00 SW-6010B AOP  <0.000 mg/L 0.000 SW-6010B AOP  <0.00125 mg/L 0.00125 SW-8081B BG  <0.00025 mg/L 0.00025 SW-8081B BG  <0.00125 mg/L 0.00025 SW-8081B BG  <0.00125 mg/L 0.00025 SW-8081B BG  <0.0125 mg/L 0.0025 SW-8081B BG  <0.00125 mg/L 0.0025 SW-8081B BG  <	Results         Units         PQL         Method         Analyst         Date           +         Y/N         SW-9095         MS           Pass         6390         mg/Kg dry         505         ASTM D-129/ SW 9056         JMT           20         %         0.10         SM-2540 G         TNS           <0.50



Attn: Marshall Yarnell

10333 Olentangy River Road

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: Containers: Sludge 2

**Project Name:** 

Powell, OH 43065

OECC

**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)					00/01/0050	00/04/0000
(Surrogate) 2-Fluorobiphenyl	64.9	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(32.5-94.6)	0.0		0144 00700	18.475	00/04/0000	0000440000
(Surrogate) 2,4,6-Tribromophenol	64.2	%		SW-8270C	JMT	0212412020	02/24/2020
(O	(D-142.0)	%		SW-8270C	JMT	02/24/2020	02/24/2020
(Surrogate) p-Terphenyl-d14	45.3 (26.7-110.5)	70		300-02700	31011	0212412020	0212412020
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
T <sub>1</sub> I=DOMOFOCHIONO <sub>1</sub> TOE	50.00		2,00	2 02000			• •

Analysis Certified By:\_\_\_\_

Amy Staley





Page 3 of 3

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

**Project Name:** 

Powell, OH 43065

Attn: Marshall Yarnell

10333 Olentangy River Road

OECC

**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)	%		\$W-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

Amy Staley



# **Chain of Custody Record**

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

O 1101 North Cole Straet, Lima, OH 45806
(P) 419-223-1362 (F) 419-227-3732
O 1776 Marton-Waddo Road, Marton OH 43302
(P) 740-389-5891 (F) 740-389-1481
O 1502 W. Fourth Street, Martifett, OH 44506
(P) 419-525-1644 (F) 419-524-5575

Report To	Report To: Oplanam County Office	Involce To (If Different):		HI IOO KOYOU	ionio.	
Name:		Name: Company		Sandle Collected From 8100 Am	00 AA T. 2,00 PM	V0 Wd
Address:		Address:		74. 7-p OF 76. Hour.		
Phome #:	## 12	Faxth				
E-mail:	:Oe	PO#.				
Project Name	Name Landfill TCLP	•		Next Day 3 Working Days		5
Sampler	Г	Les In Isk	9	2 Working Days 6 Working Days	Roga	Routine
	Customer S	Sample Sampio Composito Grab	Matrix Code Containers	Prosorvation Analysis Required Code #		Alloway LIMS # For Lab Use Only
0	egpn	00	sg #2	1 TCLP RCRA Metals, TCLP VOC's, TCLP SVOC's	C's, TCLP SVOC's	2
2		2.00 fm		Paint Filter, Sulfur (dry weight)	(dry weight)	
6	ALL CALLES AND			Prostacións y Hussacioes	000	
4						
5				Project: 1 20-11491		
9						
on.					-	
器	Relinquished by:	Received by:		Method of Delivery Matrix Codes: Pres	္မ	Sample Receiving
<b>.</b>		J. dane	12-20-26 10'an	1 - None	7 - Software 13 - Zinc Acetate Thorstates	
2		0		fed Ex 2.HNO, 8.	8 - Aucorbia Acid Suffito	ico Present?
ю				Clear Od - od - od	15 - Potassium 9 - Maleic Acid Offsydrogen Cfrate	<u>}</u>
4				<del>3</del>	16 - EDA Saffte-Sodium Biraffab	Proper Préservation?
5				Alloway Sampting 8 - acid		
φ				Other C - other Zhe Acetalo N	12 - [rh.],300, 4 nh.oh	Containor Temperature.
Receir	Received for Laboratory By: (circle one):	Mansfield Lima Mariop				J
(Signature)	ıture)	J, Pares	D-20-30 171.71	4		
	Transported to: Lima	By:	Received By:	なりから	Date: 2/21/20 Time:_	10:44
	Transported to:	By: J- Garel	Received By:		Date: 3-31-30 Time:	
	Marion					





Page 1 of 3

Alloway,

Package Plants- Delaware County

ANALYTICAL REPORT

Lab Project #

L20-11737

Received:

02/27/2020

Reported:

03/18/2020

Date/Time Sampled: Sampled By:

02/21/2020 09:30

Sampled Matrix:

AB

Containers:

Sludge 2

**Project Name:** 

Attn: Chad Kidd

6579 Moore Rd.

Delaware, OH 43015

**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
2-methylphenol (o-Cresol), TCLP	(5.9 - 108.4) <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:\_\_\_\_\_\_\_\_Amy Stally

1101 N. Cole Street - Lima, Ohio 45805 419.223.1362 - Fax 419.227.3792 800.436.1243

1502 W. Fourth St. - Mansfield, Ohio 44906 419.525.1644 - Fax 419.524.5575 800.635.3222 1776 Marion-Waldo Rd. - Marion, Ohio 43302 740,389,5991 - Fax 740,389,1481 800,873,2835



Package Plants- Delaware County

ANALYTICAL REPORT

Lab Project #

L20-11737

Received:

02/27/2020

Reported:

03/18/2020

Date/Time Sampled:

02/21/2020 09:30

Sampled By:

AB

Sampled Matrix: Containers: Sludge 2

**Project Name:** 

Attn: Chad Kidd

6579 Moore Rd.

Delaware, OH 43015

**Package Plants** 

Sample ID:

LS Dewatered Sludge

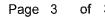
Lab Sample #

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	54.8 (D-102.5)	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) Phenol d6	52.1 (D-99.1)	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) Nitrobenzene d5	55.2 (18.0-106.7)	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) 2-Fluorobiphenyl	49.4 (32.5-94.6)	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) 2,4,6-Tribromophenol	62.5 (D-142.0)	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) p-Terphenyl-d14	30.8 (26.7-110.5)	%		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

Amy Staley





Alloway.

Package Plants- Delaware County

ANALYTICAL REPORT

Lab Project #

L20-11737

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:** 

Attn: Chad Kidd

6579 Moore Rd.

Delaware, OH 43015

**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

Amy Staley



# **Chain of Custody Record**

This is a legal cocument that cathorizes Alloway is perform tosting on somples submitted under this egreement.

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Project: L20-11737		
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			Σ		Alloway LIMS # For Lab Use Only	10		<b>&gt;</b>		***************************************				Sample Receiving		is Present?	<u>}</u>	Proper Preservation?	1 z	Contraction Temporature:	١٠٦	$\Box$	1, 2, 2.0
				S Working Days	Analysis Required	TCLP RCRA Metals, TCLP VOC's, TCLP SVOC's	Paint Filter, Sulfur (dry weight)	HERBINDE (TOUR), PRYNCIDES (TOUR)						Preservation Codes:	1 - Nove 7 - Sodium 13 - Zinc Acetate Thiosuffets	2 - HIO) 8 - Ascarbic Acid 14+Sodium	15-Potsesban 3-H <sub>2</sub> SO <sub>4</sub> 9-Equito Acid Citydrogen Chris	10 - Sociam (4 - MC) 10 - EDA Sofiker Shadins	5 - NaOH 11 - Ammoriam S - NaOH Chloride	6 - Mach 6 12 - (MM), SO, 8 Zing Actuals MM, CH		Date: 2-2-5-20 Time:	Date:
		SIND TO LYNCE	Next Duy 3	king Days		TCLP RCRA Metals	Paint Filter	HERBINDE (TO					ŀ	- 1	тарамария Ви Втошлематат	dw - drinking water sw - surface water	W - Wester oth - oll	Mos - 8 X du	pling - beachate	p - product o - other		180r	**************************************
<u></u>	<u>.</u> 9—		·		# Preservation	-		-						Method of Delivory		<u>8</u>	T T T T T T T T T T T T T T T T T T T	Alloway Pick Up X	Alloway Sampling	- Fether	<del>8.8</del>		).
ć					Mairix Codo Containers	sg 😿					_			Date Time	3-27-20 COIL					ANO)	Alex A	Received By:	Received By:
brocks to (11 Different):  Learner: DELAWARE (WULTY RS)  Company: Accorner: 1/1733 (DENTANCH PAVER PD. Accorner: 1/1733 (DENTANCH PAVER PD.			1	成也	Grab										9			Lima Marion 12 9/2 Of 120	7				
PANER (M. 1978) CHAINER (WALLY ROS CONTROL OF THE C		ő		*2*	le Composite	*				-				0	$\stackrel{\checkmark}{>}$							M_13	
irroke T Meme: D Company Address:	Fox#			(Signatural	Sample Sample Date Time	3-31-30 9:30mm								Received by:	1 x	)					Maysfield		ä
ang Psa de. Ir uzdis	THE-833-300-1	Chiddle on an landic en. u.s.	PACILIAE PLANTS	ACE BENUET		SE SE					1				NA NA					0	Received for Laboratory By: (cfrcje one): (Signature)	Transported to: Lima	Transported to: Lima Marlon
Reporto: Name: Barrice Cruing PA company: Accorde: \$559 More PA. Name: \$519 More PA.	Phone #:	E-mall: OK	Project Name   PA	Sampler	Sample II	三名 22	2	m	4	Ş	9	7	, «s	Relinquished by	1 Spc.	, 7	ю	4	15	9	Received for Lab (Signature)		F