

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

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the hauling or disposal of biosolids generated from the County's wastewater treatment facilities, excluding land application. Proposals will be received at the Delaware County Regional Sewer District, 1610 State Route 521, Delaware, Ohio 43015, until **12:00 p.m. on Tuesday, November 25, 2025**. At that time, proposals will be opened and names of offerors only will be available upon request. 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.

In accordance with section 307.87(A)(3) of the Revised Code, this notice is posted on Delaware County's web site and social media account. The complete Request for Proposals is posted and may be viewed on Delaware County's web page at <https://co.delaware.oh.us/> under the heading Public Notices and Bids or on 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.

1610 State Route 521
Delaware, OH 43015
Phone: (740) 833-2240

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Appendix A Analysis of the Biosolids

1.0 Background and Nature of the Project

1.1 Delaware County Background

Delaware County is situated in Central Ohio, covers 459 square miles, and has a population of approximately 240,000 residents. The Delaware County Sewer District operates under the authority and direction of the Delaware County Board of Commissioners. The Board consists of three Commissioners elected by 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 cost proposals from Offerors for the hauling and disposal of the biosolids generated from the County's wastewater treatment facilities. The term "Offeror" is used herein to refer to prospective contractors and may be used interchangeably with the term "Contractor" herein.

Proposals may include one or more plans for providing hauling and/or disposal services. Each plan should include a per unit fee (cost per wet ton) for each contract year. DCRSD will evaluate plans for hauling services only, disposal services only, and both services. Disposal service Offerors would receive undigested and dewatered biosolids from the County's nine (9) wastewater treatment plants (WWTPs) at their privately-owned beneficial re-use or disposal facility, not including land application disposal. Hauling service Offerors would be responsible for providing a driver and semi-tractor with open, self-unloading trailer or dump truck, delivery of the trailer or dump truck to the WWTP for loading by the County, hauling to the re-use or disposal facility, and offloading.

1.3 Existing Facility Summaries

Currently, the County dewater biosolids at the three largest WWTPs: Alum Creek Water Reclamation Facility (ACWRF), Olentangy Environmental Control Center (OECC), and Lower Scioto Water Reclamation Facility (LSWRF). **Table 1** summarizes the 2024 biosolids generated. All three facilities condition the sludge with polymer before dewatering. There is no cake storage at any of the facilities, so dewatered cake is loaded directly into trucks for hauling. Hauling is performed by a combination of County and Contractor trucks. Approximately 50% of 2024 hauling was performed by the contractor.

Table 1: 2024 Biosolids Disposal Summary

	ACWRF	OECC	LSWRF
Wet Tons Per Year	11,864	4,547	274
Wet Tons Per Week	228	87	5
Average % Solids	13.6%	19.6%	21.1%
Average Volatile Solids (mg/L)	8,848	8100	Not Available

The County is currently performing a Biosolids Master Plan and other WWTP improvements that will change the biosolids generated. Beginning in late 2025, LSWRF biosolids will approximately double due to the redirection of flow from one of the County's other package plants. Proposed improvements at ACWRF are expected to increase the average percent solids to 20%, with construction beginning in late 2027.

Olentangy Environmental Control Center (OECC)

The OECC is located at 10333 Olentangy River Road, Powell, Ohio. It was originally constructed in 1980, expanded in 1997, and is currently undergoing a major headworks and aeration improvements project, which is expected to be complete in November 2025. The plant is separated into two treatment trains: north and south. With the new improvements, the south plant will be permitted for an average daily design flow (ADDF) of 6.0 MGD. The north plant has been converted to equalization storage. The 2024 average daily flow (ADF) of the plant was 4.2 MGD. The wet stream includes the following unit processes:

- Bar screens
- Biological treatment system (aeration basins and final clarifiers)
- Tertiary filtration
- UV disinfection
- The newly rebuilt aeration basins will use chemical phosphorus removal (ferric chloride) during cold-weather months and biological phosphorus removal during warm-weather months.

With the new improvements, OECC has capacity to hold sludge in twelve (12) sludge storage tanks, if needed. Those tanks can also be used for equalization during large rains. The County does not digest the solids. Wasting is continuous to a new rotary drum thickener (RDT). Typical operation is to thicken waste activated sludge (WAS) up to 4% solids through the new RDT and discharge into two (2) thickened waste activated sludge (TWAS) tanks, separate from the twelve sludge storage tanks. The TWAS tanks do not have air, so sludge is mixed with a mechanical mixer. Normal operation will have one TWAS tank in service. Once the tank is full, the 4% sludge is processed through the Andritz centrifuge, added in 2009. A second centrifuge was added in 2025 for redundancy. There is no cake storage, so the centrifuge discharges directly into a trailer for hauling by a contractor to the landfill, typically three loads per week.

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)
- 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 uses 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 (~13-15% solids) is conveyed by a Serpentix conveyor to a truck load-out facility. There is no cake storage available on-site. An average of nine loads per week are hauled to the landfill by a combination of County and contractor trucks.

Lower Scioto Water Reclamation Facility (LSWRF)

The LSWRF is located at 6579 Moore Rd, Delaware, Ohio. It was built in the late 2000's to serve future development areas in Concord Township and western Liberty Township, but was not put online until 2017. LSWRF has an ADDF of 1.4 MGD and treated an ADF of 0.151 MGD in 2024. The ADF will increase by 0.20 MGD when the Scioto Reserve Water Reclamation Facility (WRF) is decommissioned and redirected to LSWRF in late 2025. The wet stream consists of the following unit processes:

- Fine screening
- Extended aeration with integral clarifiers
- Tertiary filtration
- UV disinfection.

WAS is pumped to two (2) covered aerobic digesters before dewatering via a Centrisys centrifuge. The dewatered solids are loaded into a trailer and hauled to the landfill, typically one load every two weeks. Package plant biosolids can also be brought to LSWRF for digestion and dewatering.

2.0 Calendar of Events and RFP Communications

2.1 Calendar

Advertisement of RFP	October 28, 2025
Offerors Conference (Virtual)	November 12, 2025
Deadline for Submitting Questions	November 18, 2025
Proposal Due Date	November 25, 2025
Estimated Notice of Award	December 2025

2.2 RFP Submittal Process

All proposals are to be delivered before **12:00 p.m., local time, on Tuesday, November 25, 2025** to:

Delaware County Regional Sewer District
1610 State Route 521
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 McPeck, 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 Tuesday, November 18, 2025 at 12:00 p.m.

2.4 Offerors Conference

On Wednesday, November 12, 2025 at 11:00 a.m. Delaware County will host an Offerors Conference through video conference call. To request a conference call-in invitation, contact Erik McPeck 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

3.1 General

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. The County is not interested in land application disposal for this contract.

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.

3.2 Contract Duration

The period of the contract shall be two (2) years, January 1, 2026 through December 31, 2027, with the option to extend for up to three (3) additional one (1) years terms if mutually agreeable by both the County and Contractor.

3.3 Quantities

The actual amount of hauling or disposal needed over the duration of the contract will vary depending on plant operational needs and the availability of a County truck and driver to perform a portion of the hauling. The County will not guarantee a minimum or maximum amount of hauling or disposal services. The bid price shall apply to the actual amount of hauling or disposal purchased, as determined by weigh tickets from a scale sealed by the State of Ohio.

3.4 County Responsibilities

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, but may begin earlier if needed for receiving facility operating hours). The DCRSD shall not be obligated to provide or haul a minimum amount of tons per the agreement.
4. Site access to Offeror, or Offeror's Subcontractor, so that Offeror will provide hauling services with their equipment.

3.5 Offeror's Proposal

The Offeror shall provide the following in their proposal.

1. Bid form (attached) with the cost per wet ton from each treatment facility. Use multiple bid forms if more than one service plan is offered.
 - a. Contractors offering both hauling and disposal services should also include a bid form for Disposal Only, for biosolids hauled to the disposal facility by Delaware County. Provide the address of the facility accepting the biosolids for DCRSD hauling cost purposes.
 - b. If a disposal Offeror's receiving facility, for whatever reason, cannot accept the biosolids, then the Offeror would be responsible for all costs (including DCRSD's costs) associated with transferring the biosolids to another location.
 - c. Hauling-only Offerors will be instructed to transport to a disposal facility designated by DCRSD. For bidding purposes, hauling-only Offerors should base their cost per wet ton on the current disposal facility, Crawford County Landfill, 5128 Old Lincoln Highway, Bucyrus, Ohio. Provide detailed

information on any hauling price changes related to transport distance changes in the bid form description.

- d. Note any price changes based on fuel costs in the bid form description and attach detailed information.
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.

3.6 Pricing

Pricing will be in accordance with the Offeror's bid form for the first two years of the contract term. Any extensions of this agreement will allow a price adjustment based on the Consumer Price Index (CPI). The CPI used will be for All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items, as published by the US Department of Labor, Bureau of Labor Statistics. The adjusted price shall be calculated by multiplying the current contract price by the ratio of the latest CPI-U index published and available one hundred eighty (180) days prior to the end of the contract year, to CPI-U index in the same month of the prior year, and then rounding to the nearest cent. The contract price may only be adjusted by Change Order once per contract extension. The price adjustment will become effective at the start of the contract extension.

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 the beneficial re-use or disposal 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.

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 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** For hauling services, provide a description of the available transportation equipment, quantities, and staffing.
- 5.4.3** Complete separate bid forms if different alternatives are offered and clearly cross-reference the bid form pricing with your proposed plan(s).

5.5 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.

5.6 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.

5.7 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 McPeck, emcpeek@co.delaware.oh.us. Delaware County will e-mail addenda only to those Offerors that provide the requested information by timely e-mail.

RFP	Biosolids Hauling and Disposal Services
Company name	_____
Mailing address	_____ _____ _____
Phone number	_____
Contact person	_____
E-mail address	_____

Any alterations to the document made by the offeror may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to Delaware County.

Addenda will also be posted on the Delaware County web site <https://co.delaware.oh.us/> under the heading “Public Notices and Bids” in a PDF format.

5.8 Affidavits and Forms

The following affidavits and forms will be required and are included as attachments to this RFP and, by this reference, are incorporated herein:

- a. Non-Collusion Affidavit
- b. Personal Property and Real Estate Tax Affidavit
- c. Certification Regarding Findings for Recovery

5.9 Proposal Bond Requirement

Each Offeror shall submit a proposed all-inclusive price for the services, as well as a proposed payment structure.

Each Offeror submitting a Proposal in response to this RFP shall also submit a 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), conditioned that the Offeror, if the Offeror’s proposal is accepted, shall execute a contract in conformity to the RFP.

5.10 Additional Required Contractual Terms

NOTE: ALL REQUIRED FORMS ARE INCLUDED IN SECTION 7.0 OF THIS DOCUMENT.

5.10.1 Offeror Acknowledgement

By submitting a proposal, the Offeror acknowledges that it has fully and completely read and reviewed this RFP, that it fully and completely understands this RFP, and agrees to be bound by all its terms, requirements and conditions.

The Offeror acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.

5.10.2 Reservation of Rights by County

The County reserves the following rights in relation to any submitted proposal or any contract that results from a proposal submitted pursuant to this RFP:

- 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.

5.10.3 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.

5.10.4 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.

5.10.5 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.

5.10.6 [NOT USED]

5.10.7 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.

5.10.8 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.

5.10.9 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.

5.10.10 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:

Name: _____

Address: _____

Telephone: _____

E-mail: _____

County:

Erik G. McPeck, P.E.

Deputy Director of Operations

1610 State Route 521

Delaware, Ohio 43015

Email: emcpeek@co.delaware.oh.us

5.10.11 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, military 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.

5.10.12 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.

5.10.13 Findings For Recovery

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

5.10.14 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.

5.10.15 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.

5.10.16 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/programming 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.

5.10.17 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.

5.10.18 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.

5.10.19 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.

5.10.20 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.

5.10.21 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.

5.10.22 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.

5.10.23 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.

5.10.24 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

Factor	Weight Given
1. Offeror Profile and Qualifications	20 points
2. Price	50 points
3. 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.***

7.1

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
 } SS:
 COUNTY OF _____ }

_____ being first duly sworn, deposes and says that he/she
is _____ (president, secretary, sole owner, etc.) of:

_____); the party making the foregoing proposal of bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the County of Delaware or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to before me and subscribed in my presence by the above named person
this ____ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

7.2

PERSONAL PROPERTY & REAL ESTATE TAX AFFIDAVIT

STATE OF _____ }
 } SS:
 COUNTY OF _____ }

_____ being first duly sworn, deposes and says that he/she is (president, secretary, sole owner, etc.) of: _____ the party making the bid, with offices located at: _____ and as its duly authorized representative states that effective this _____ day of _____, 20____ (date of submission of the bid) the (Name of Offeror) _____

- () Is NOT charged with delinquent personal property or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.
- () Is charged with delinquent personal property taxes and/or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio. The County and Amount of delinquent personal property taxes is listed below and includes total amount and any penalties and interest thereon.

County:

Amount:

Affiant

Sworn to before me and subscribed in my presence by the above named person
this ____ day of _____, 20_____.

NOTARY PUBLIC:

My Commission Expires:

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 on _____, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 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 shall provide _____ (the “Services”). The Contractor shall perform the Services in a workmanlike manner.
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s Quote/Proposal/Estimate _____, dated _____ (the “Proposal”), attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County _____ (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension 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 Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Contractor’s Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Insert “total contract amount” without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.3 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 Services.

5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may require additional documentation to

substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.

- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services, promptly, diligently, in a workmanlike manner, and in accordance with the Contractor's Proposal.
- 6.2 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 Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written notice, 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.

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.

9 INSURANCE

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 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.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 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.
- 10.2 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.**
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 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 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 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 <https://humanresources.co.delaware.oh.us/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.

- 10.10 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.
- 10.11 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 or military status 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 or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

INSERT NAME OF CONTRACTOR

Date: _____

By: _____
Signature

Printed Name of Principal

Business Title

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

Date: _____

By: _____
Tracie Davies, County Administrator
Pursuant to Resolution No. 24-348

Approved as to Form:

General Counsel, Board of Commissioners
Delaware County, Ohio

FISCAL OFFICER'S CERTIFICATION

The Delaware County Auditor hereby certifies that the amount required to meet the obligation set forth in this Agreement has been lawfully appropriated for such purpose and is in the County treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This certification is given in accordance with sections 5705.41 and 5705.44 of the Revised Code.

The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that [Click here to enter text.](#), has no unresolved findings for recovery issued against it by the State of Ohio.

Date: _____

George Kaitsa
Auditor, Delaware County, Ohio

7.5 Bid Forms

BID FORM

HAULING & 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 "N/A" in all fields that do not apply to the bid. Contractors offering both hauling and disposal should also include a bid form for Disposal Only, for biosolids hauled by the County.

PROPOSAL PLAN DESCRIPTION: _____

ALUM CREEK WATER RECLAMATION FACILITY: 7767 Walker Wood Blvd., Lewis Center, Ohio

YEAR	DISPOSAL RATE/ WET TON (bid)	HAULING RATE/ WET TON (bid)	DISPOSAL + HAULING RATE/WET TON (bid)
2026	\$ _____	\$ _____	\$ _____
2027	\$ _____	\$ _____	\$ _____

OLENTANGY ENVIRONMENTAL CONTROL CENTER: 10333 Olentangy River Road, Powell, Ohio

YEAR	DISPOSAL RATE/ WET TON (bid)	HAULING RATE/ WET TON (bid)	DISPOSAL + HAULING RATE/WET TON (bid)
2026	\$ _____	\$ _____	\$ _____
2027	\$ _____	\$ _____	\$ _____

LOWER SCIOTO WATER RECLAMATION FACILITY: 6579 Moore Rd, Delaware, Ohio

YEAR	DISPOSAL RATE/ WET TON (bid)	HAULING RATE/ WET TON (bid)	DISPOSAL + HAULING RATE/WET TON (bid)
2026	\$ _____	\$ _____	\$ _____
2027	\$ _____	\$ _____	\$ _____

BID FORM

HAULING ONLY 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. "N/A" indicates the field is not applicable to the bid.

PROPOSAL PLAN DESCRIPTION: _____

ALUM CREEK WATER RECLAMATION FACILITY: 7767 Walker Wood Blvd., Lewis Center, Ohio			
YEAR	DISPOSAL RATE/ WET TON (bid)	HAULING RATE/ WET TON (bid)	DISPOSAL + HAULING RATE/WET TON (bid)
2026	\$ <u>N/A</u>	\$ _____	\$ <u>N/A</u>
2027	\$ <u>N/A</u>	\$ _____	\$ <u>N/A</u>

OLENTANGY ENVIRONMENTAL CONTROL CENTER: 10333 Olentangy River Road, Powell, Ohio			
YEAR	DISPOSAL RATE/ WET TON (bid)	HAULING RATE/ WET TON (bid)	DISPOSAL + HAULING RATE/WET TON (bid)
2026	\$ <u>N/A</u>	\$ _____	\$ <u>N/A</u>
2027	\$ <u>N/A</u>	\$ _____	\$ <u>N/A</u>

LOWER SCIOTO WATER RECLAMATION FACILITY: 6579 Moore Rd, Delaware, Ohio			
YEAR	DISPOSAL RATE/ WET TON (bid)	HAULING RATE/ WET TON (bid)	DISPOSAL + HAULING RATE/WET TON (bid)
2026	\$ <u>N/A</u>	\$ _____	\$ <u>N/A</u>
2027	\$ <u>N/A</u>	\$ _____	\$ <u>N/A</u>

BID FORM

DISPOSAL ONLY 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. "N/A" indicates the field is not applicable to the bid.

PROPOSAL PLAN DESCRIPTION: _____

ALUM CREEK WATER RECLAMATION FACILITY: 7767 Walker Wood Blvd., Lewis Center, Ohio			
YEAR	DISPOSAL RATE/ WET TON (bid)	HAULING RATE/ WET TON (bid)	DISPOSAL + HAULING RATE/WET TON (bid)
2026	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
2027	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>

OLENTANGY ENVIRONMENTAL CONTROL CENTER: 10333 Olentangy River Road, Powell, Ohio			
YEAR	DISPOSAL RATE/ WET TON (bid)	HAULING RATE/ WET TON (bid)	DISPOSAL + HAULING RATE/WET TON (bid)
2026	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
2027	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>

LOWER SCIOTO WATER RECLAMATION FACILITY: 6579 Moore Rd, Delaware, Ohio			
YEAR	DISPOSAL RATE/ WET TON (bid)	HAULING RATE/ WET TON (bid)	DISPOSAL + HAULING RATE/WET TON (bid)
2026	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
2027	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>

Appendix A: Analysis of the Biosolids



ANALYTICAL REPORT

 ACWRF - Delaware County
 Attn: Bic Boyles
 7767 Walker Wood Blvd.
 Lewis Center, OH 43035

Lab Project # 2506270
Received: 2/24/2025
Reported: 3/10/2025
Date/Time Sampled: 02/23/2025 16:45
Sampled By: JG
Sampled Matrix: Sludge
Containers: 2

Project Name: ACWRF - TCLP

Sample ID: ACWRF Sludge

Lab Sample # 2506270-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
2,4-Dichlorophenoxyacetic acid (2,4-D), TCLP	<0.40	mg/L	0.40	EPA 8151A	KVS	03/04/2025	03/09/2025
Silvex, TCLP	<0.40	mg/L	0.40	EPA 8151A	KVS	03/04/2025	03/09/2025
(Surrogate) DCAA	103.5	%		EPA 8151A	KVS	03/04/2025	03/09/2025
	(25 - 154)						
Paint Filter	Pass	Y/N		SW-9095	MS		02/27/2025
Arsenic, TCLP	<0.50	mg/L	0.50	SW-6010B	LW		03/06/2025
Barium, TCLP	<1.00	mg/L	1.00	SW-6010B	LW		03/06/2025
Cadmium, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/06/2025
Chromium, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/06/2025
Lead, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/06/2025
Selenium, TCLP	<0.50	mg/L	0.50	SW-6010B	LW		03/06/2025
Silver, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/06/2025
Mercury, TCLP	<0.020	mg/L	0.020	SW-7470A	ZDT		03/05/2025
Chlordane, TCLP	<0.00125	mg/L	0.00125	SW-8081B	AOP	03/04/2025	03/05/2025
Endrin, TCLP	<0.00050	mg/L	0.00050	SW-8081B	AOP	03/04/2025	03/05/2025
Heptachlor Epoxide, TCLP	<0.00025	mg/L	0.00025	SW-8081B	AOP	03/04/2025	03/05/2025
Heptachlor, TCLP	<0.00025	mg/L	0.00025	SW-8081B	AOP	03/04/2025	03/05/2025
Lindane (Gamma-BHC), TCLP	<0.00025	mg/L	0.00025	SW-8081B	AOP	03/04/2025	03/05/2025
Methoxychlor, TCLP	<0.0025	mg/L	0.0025	SW-8081B	AOP	03/04/2025	03/05/2025
Toxaphene, TCLP	<0.0125	mg/L	0.0125	SW-8081B	AOP	03/04/2025	03/05/2025
(Surrogate) TCMX	55.6	%		SW-8081B	AOP	03/04/2025	03/05/2025
	(14.4 - 134.1)						
(Surrogate) DCB	30.6	%		SW-8081B	AOP	03/04/2025	03/05/2025
	(33.0 - 149.0)						
Estimate; surrogate recovery biased low outside established limits.							
2-methylphenol (o-Cresol), TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/03/2025	03/06/2025

Analysis Certified By:





ANALYTICAL REPORT

 ACWRF - Delaware County
 Attn: Bic Boyles
 7767 Walker Wood Blvd.
 Lewis Center, OH 43035

Lab Project # 2506270
Received: 2/24/2025
Reported: 3/10/2025
Date/Time Sampled: 02/23/2025 16:45
Sampled By: JG
Sampled Matrix: Sludge
Containers: 2

Project Name: ACWRF - TCLP

Sample ID: ACWRF Sludge

Lab Sample # 2506270-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
3&4-methylphenol (m&p-Cresol), TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	03/03/2025	03/06/2025
Pentachlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/03/2025	03/06/2025
2,4,5-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/03/2025	03/06/2025
2,4,6-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/03/2025	03/06/2025
2,4-Dinitrotoluene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Hexachlorobutadiene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Hexachlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Hexachloroethane, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Nitrobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Pyridine, TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	03/03/2025	03/06/2025
1,4-Dichlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
(Surrogate) 2-Fluorophenol	36.5 (14.8-95.5)	%		SW-8270C	JMT	03/03/2025	03/06/2025
(Surrogate) Phenol d6	43.7 (17.4-90.8)	%		SW-8270C	JMT	03/03/2025	03/06/2025
(Surrogate) Nitrobenzene d5	53.5 (24.3-106.1)	%		SW-8270C	JMT	03/03/2025	03/06/2025
(Surrogate) 2-Fluorobiphenyl	51.3 (35.0-99.4)	%		SW-8270C	JMT	03/03/2025	03/06/2025
(Surrogate) 2,4,6-Tribromophenol	43.4 (4.7-141.9)	%		SW-8270C	JMT	03/03/2025	03/06/2025
(Surrogate) p-Terphenyl-d14	39.1 (39.4-128.5) Result is outside established limits.	%		SW-8270C	JMT	03/03/2025	03/06/2025
Benzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Carbon Tetrachloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Chlorobenzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Chloroform, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025

Analysis Certified By:





ANALYTICAL REPORT

ACWRF - Delaware County
 Attn: Bic Boyles
 7767 Walker Wood Blvd.
 Lewis Center, OH 43035

Lab Project # 2506270
Received: 2/24/2025
Reported: 3/10/2025
Date/Time Sampled: 02/23/2025 16:45
Sampled By: JG
Sampled Matrix: Sludge
Containers: 2

Project Name: ACWRF - TCLP

Sample ID: ACWRF Sludge

Lab Sample # 2506270-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
1,2-Dichloroethane, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
1,1-Dichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Methyl Ethyl Ketone (2-Butanone), TCLP	<1.00	mg/L	1.00	SW-8260B	MS		02/28/2025
Tetrachloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Trichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Vinyl Chloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
(Surrogate) 1,2-Dichloroethane d4	132.6	%		SW-8260B	MS		02/28/2025
	(70.2-138.1)						
(Surrogate) Toluene d8	120.7	%		SW-8260B	MS		02/28/2025
	(60.2-122.7)						
(Surrogate) 4-Bromofluorobenzene	98.6	%		SW-8260B	MS		02/28/2025
	(60.4-132.4)						
TCLP extraction	*	Y/N		SW-1311	PML		03/02/2025
Zero Headspace TCLP Extraction	*	Y/N		SW-1311	MS		02/27/2025

Analysis Certified By:





ANALYTICAL REPORT

OECC
 Attn: Bic Boyles
 10333 Olentangy River Rd.
 Powell, OH 43065

Lab Project # 2506268
Received: 2/24/2025
Reported: 3/10/2025
Date/Time Sampled: 02/22/2025 18:00
Sampled By: AF
Sampled Matrix: Sludge
Containers: 1

Project Name: OECC-TCLP

Sample ID: OECC Sludge

Lab Sample # 2506268-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
2,4-Dichlorophenoxyacetic acid (2,4-D), TCLP	<0.40	mg/L	0.40	EPA 8151A	KVS	03/04/2025	03/09/2025
Silvex, TCLP	<0.40	mg/L	0.40	EPA 8151A	KVS	03/04/2025	03/09/2025
(Surrogate) DCAA	99.0	%		EPA 8151A	KVS	03/04/2025	03/09/2025
	(25 - 154)						
Paint Filter	Pass	Y/N		SW-9095	MS		02/27/2025
Arsenic, TCLP	<0.50	mg/L	0.50	SW-6010B	LW		03/06/2025
Barium, TCLP	0.22	mg/L	0.10	SW-6010B	LW		03/06/2025
Cadmium, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/06/2025
Chromium, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/06/2025
Lead, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/06/2025
Selenium, TCLP	<0.50	mg/L	0.50	SW-6010B	LW		03/06/2025
Silver, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/06/2025
Mercury, TCLP	<0.020	mg/L	0.020	SW-7470A	ZDT		03/05/2025
Chlordane, TCLP	<0.00125	mg/L	0.00125	SW-8081B	AOP	03/04/2025	03/05/2025
Endrin, TCLP	<0.00050	mg/L	0.00050	SW-8081B	AOP	03/04/2025	03/05/2025
Heptachlor Epoxide, TCLP	<0.00025	mg/L	0.00025	SW-8081B	AOP	03/04/2025	03/05/2025
Heptachlor, TCLP	<0.00025	mg/L	0.00025	SW-8081B	AOP	03/04/2025	03/05/2025
Lindane (Gamma-BHC), TCLP	<0.00025	mg/L	0.00025	SW-8081B	AOP	03/04/2025	03/05/2025
Methoxychlor, TCLP	<0.0025	mg/L	0.0025	SW-8081B	AOP	03/04/2025	03/05/2025
Toxaphene, TCLP	<0.0125	mg/L	0.0125	SW-8081B	AOP	03/04/2025	03/05/2025
(Surrogate) TCMX	55.2	%		SW-8081B	AOP	03/04/2025	03/05/2025
	(14.4 - 134.1)						
(Surrogate) DCB	26.6	%		SW-8081B	AOP	03/04/2025	03/05/2025
	(33.0 - 149.0)						
Estimate; surrogate recovery biased low outside established limits.							
2-methylphenol (o-Cresol), TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/03/2025	03/06/2025

Analysis Certified By:





ANALYTICAL REPORT

 OECC
 Attn: Bic Boyles
 10333 Olentangy River Rd.
 Powell, OH 43065

Lab Project # 2506268
Received: 2/24/2025
Reported: 3/10/2025
Date/Time Sampled: 02/22/2025 18:00
Sampled By: AF
Sampled Matrix: Sludge
Containers: 1

Project Name: OECC-TCLP

Sample ID: OECC Sludge

Lab Sample # 2506268-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
3&4-methylphenol (m&p-Cresol), TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	03/03/2025	03/06/2025
Pentachlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/03/2025	03/06/2025
2,4,5-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/03/2025	03/06/2025
2,4,6-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/03/2025	03/06/2025
2,4-Dinitrotoluene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Hexachlorobutadiene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Hexachlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Hexachloroethane, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Nitrobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
Pyridine, TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	03/03/2025	03/06/2025
1,4-Dichlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/03/2025	03/06/2025
(Surrogate) 2-Fluorophenol	41.4	%		SW-8270C	JMT	03/03/2025	03/06/2025
	(14.8-95.5)						
(Surrogate) Phenol d6	45.8	%		SW-8270C	JMT	03/03/2025	03/06/2025
	(17.4-90.8)						
(Surrogate) Nitrobenzene d5	61.6	%		SW-8270C	JMT	03/03/2025	03/06/2025
	(24.3-106.1)						
(Surrogate) 2-Fluorobiphenyl	59.0	%		SW-8270C	JMT	03/03/2025	03/06/2025
	(35.0-99.4)						
(Surrogate) 2,4,6-Tribromophenol	43.3	%		SW-8270C	JMT	03/03/2025	03/06/2025
	(4.7-141.9)						
(Surrogate) p-Terphenyl-d14	26.7	%		SW-8270C	JMT	03/03/2025	03/06/2025
	(39.4-128.5)						
	Result is outside established limits.						
Benzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Carbon Tetrachloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Chlorobenzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Chloroform, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025

Analysis Certified By:





ANALYTICAL REPORT

OECC
 Attn: Bic Boyles
 10333 Olentangy River Rd.
 Powell, OH 43065

Lab Project # 2506268
Received: 2/24/2025
Reported: 3/10/2025
Date/Time Sampled: 02/22/2025 18:00
Sampled By: AF
Sampled Matrix: Sludge
Containers: 1

Project Name: OECC-TCLP

Sample ID: OECC Sludge

Lab Sample # 2506268-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
1,2-Dichloroethane, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
1,1-Dichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Methyl Ethyl Ketone (2-Butanone), TCLP	<1.00	mg/L	1.00	SW-8260B	MS		02/28/2025
Tetrachloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Trichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
Vinyl Chloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/28/2025
(Surrogate) 1,2-Dichloroethane d4	128.8 (70.2-138.1)	%		SW-8260B	MS		02/28/2025
(Surrogate) Toluene d8	115.2 (60.2-122.7)	%		SW-8260B	MS		02/28/2025
(Surrogate) 4-Bromofluorobenzene	96.6 (60.4-132.4)	%		SW-8260B	MS		02/28/2025
TCLP extraction	*	Y/N		SW-1311	PML		03/02/2025
Zero Headspace TCLP Extraction	*	Y/N		SW-1311	MS		02/27/2025

Analysis Certified By:





ANALYTICAL REPORT

Package Plants- Delaware County
 Attn: Bic Boyles
 7767 Walker Woods Blvd.
 Alum Creek, OH 43035

Lab Project # 2506130
Received: 2/20/2025
Reported: 3/6/2025
Date/Time Sampled: 02/20/2025 07:30
Sampled By: AB
Sampled Matrix: Sludge
Containers: 2

Project Name: Package Plants -LS TCLP

Sample ID: LS Sludge
Lab Sample # 2506130-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
2,4-Dichlorophenoxyacetic acid (2,4-D), TCLP	<0.40	mg/L	0.40	EPA 8151A	KVS	02/27/2025	03/03/2025
Silvex, TCLP	<0.40	mg/L	0.40	EPA 8151A	KVS	02/27/2025	03/03/2025
(Surrogate) DCAA	94.4	%		EPA 8151A	KVS	02/27/2025	03/03/2025
	(25 - 154)						
Paint Filter	Pass	Y/N		SW-9095	MS		02/27/2025
Arsenic, TCLP	<0.50	mg/L	0.50	SW-6010B	LW		03/03/2025
Barium, TCLP	<1.00	mg/L	1.00	SW-6010B	LW		03/03/2025
Cadmium, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/03/2025
Chromium, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/03/2025
Lead, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/03/2025
Selenium, TCLP	<0.50	mg/L	0.50	SW-6010B	LW		03/03/2025
Silver, TCLP	<0.10	mg/L	0.10	SW-6010B	LW		03/03/2025
Mercury, TCLP	<0.020	mg/L	0.020	SW-7470A	ZDT		02/28/2025
Chlordane, TCLP	<0.00125	mg/L	0.00125	SW-8081B	AOP	02/28/2025	03/01/2025
Endrin, TCLP	<0.00050	mg/L	0.00050	SW-8081B	AOP	02/28/2025	03/01/2025
Heptachlor Epoxide, TCLP	<0.00025	mg/L	0.00025	SW-8081B	AOP	02/28/2025	03/01/2025
Heptachlor, TCLP	<0.00025	mg/L	0.00025	SW-8081B	AOP	02/28/2025	03/01/2025
Lindane (Gamma-BHC), TCLP	<0.00025	mg/L	0.00025	SW-8081B	AOP	02/28/2025	03/01/2025
Methoxychlor, TCLP	<0.0025	mg/L	0.0025	SW-8081B	AOP	02/28/2025	03/01/2025
Toxaphene, TCLP	<0.0125	mg/L	0.0125	SW-8081B	AOP	02/28/2025	03/01/2025
(Surrogate) TCMX	74.1	%		SW-8081B	AOP	02/28/2025	03/01/2025
	(14.4 - 134.1)						
(Surrogate) DCB	90.2	%		SW-8081B	AOP	02/28/2025	03/01/2025
	(33.0 - 149.0)						
2-methylphenol (o-Cresol), TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/27/2025	02/27/2025
3&4-methylphenol (m&p-Cresol), TCLP	1.12	mg/L	1.00	SW-8270C	JMT	02/27/2025	02/27/2025

Analysis Certified By:





ANALYTICAL REPORT

 Package Plants- Delaware County
 Attn: Bic Boyles
 7767 Walker Woods Blvd.
 Alum Creek, OH 43035

Lab Project # 2506130
Received: 2/20/2025
Reported: 3/6/2025
Date/Time Sampled: 02/20/2025 07:30
Sampled By: AB
Sampled Matrix: Sludge
Containers: 2

Project Name: Package Plants -LS TCLP

Sample ID: LS Sludge
Lab Sample # 2506130-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
Pentachlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/27/2025	02/27/2025
2,4,5-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/27/2025	02/27/2025
2,4,6-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/27/2025	02/27/2025
2,4-Dinitrotoluene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/27/2025	02/27/2025
Hexachlorobutadiene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/27/2025	02/27/2025
Hexachlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/27/2025	02/27/2025
Hexachloroethane, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/27/2025	02/27/2025
Nitrobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/27/2025	02/27/2025
Pyridine, TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	02/27/2025	02/27/2025
1,4-Dichlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/27/2025	02/27/2025
(Surrogate) 2-Fluorophenol	60.5 (14.8-95.5)	%		SW-8270C	JMT	02/27/2025	02/27/2025
(Surrogate) Phenol d6	56.7 (17.4-90.8)	%		SW-8270C	JMT	02/27/2025	02/27/2025
(Surrogate) Nitrobenzene d5	53.2 (24.3-106.1)	%		SW-8270C	JMT	02/27/2025	02/27/2025
(Surrogate) 2-Fluorobiphenyl	47.0 (35.0-99.4)	%		SW-8270C	JMT	02/27/2025	02/27/2025
(Surrogate) 2,4,6-Tribromophenol	55.9 (4.7-141.9)	%		SW-8270C	JMT	02/27/2025	02/27/2025
(Surrogate) p-Terphenyl-d14	32.1 (39.4-128.5)	%		SW-8270C	JMT	02/27/2025	02/27/2025
Result is outside established limits.							
Benzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2025
Carbon Tetrachloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2025
Chlorobenzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2025
Chloroform, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2025
1,2-Dichloroethane, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2025

Analysis Certified By:





ANALYTICAL REPORT

Package Plants- Delaware County
 Attn: Bic Boyles
 7767 Walker Woods Blvd.
 Alum Creek, OH 43035

Lab Project # 2506130
Received: 2/20/2025
Reported: 3/6/2025
Date/Time Sampled: 02/20/2025 07:30
Sampled By: AB
Sampled Matrix: Sludge
Containers: 2

Project Name: Package Plants -LS TCLP

Sample ID: LS Sludge

Lab Sample # 2506130-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
1,1-Dichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2025
Methyl Ethyl Ketone (2-Butanone), TCLP	<1.00	mg/L	1.00	SW-8260B	MS		02/25/2025
Tetrachloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2025
Trichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2025
Vinyl Chloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2025
(Surrogate) 1,2-Dichloroethane d4	103.0	%		SW-8260B	MS		02/25/2025
	(70.2-138.1)						
(Surrogate) Toluene d8	104.8	%		SW-8260B	MS		02/25/2025
	(60.2-122.7)						
(Surrogate) 4-Bromofluorobenzene	96.5	%		SW-8260B	MS		02/25/2025
	(60.4-132.4)						
TCLP extraction	*	Y/N		SW-1311	PML		02/25/2025
Zero Headspace TCLP Extraction	*	Y/N		SW-1311	MS		02/24/2025

Analysis Certified By:

