

ADDENDUM NO. 1

TO THE REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR: DELAWARE COUNTY REGIONAL SEWER DISTRICT BIOSOLIDS HAULING AND DISPOSAL SERVICES

ISSUE DATE: November 14, 2025

Contractors submitting Proposals for the above-named Project shall take note of the following changes, additions, deletions, clarifications, etc. in the Contract Documents, which shall become a part of and have precedence over anything contrarily shown or described in the Contract Documents, and all such shall be taken into consideration and be included in the Contractor's Proposal. Where changes, additions, deletions, clarifications, etc. are made to portions of an article, paragraph, or subparagraph, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED BY ENTRY OF THE ADDENDUM NUMBER IN THE REQUISITE SPACE ON THE PROPOSAL FORM. FAILURE OF A FIRM TO ACKNOWLEDGE THIS ADDENDUM MAY CAUSE THE PROPOSAL TO BE REJECTED AS INCOMPLETE.

Reason for the Addendum

1. To include November 12th Offerors Conference Minutes and presentation slides.
2. To provide answers to questions asked during RFP.

Revisions are noted in **BOLD** below:

Questions and Answers

Q: At Alum Creek Water Reclamation Facility (ACWRF), is there just one loading station? Would the contractor need to leave a trailer there?

A: Yes, ACWRF has one loading station. Currently, the contractor leaves one empty trailer on site. The County moves the trailer, fills it, and parks it for the contractor's driver to pick up. The County will work with the awarded contractor to determine a method that works.

Q: Does the contractor currently use a 35-ton trailer at all locations?

A: The current contractor uses a 35-ton trailer at ACWRF and Olentangy Environmental Control Center (OECC). The County also uses its own drivers and trucks: a 24-ton trailer at ACWRF and a 15-ton dump truck at Lower Scioto Water Reclamation Facility (LSWRF).

Q: What are the dimensions of the loadout area for trucks for each of the three plants?

A: Architectural drawings of the loadout areas are provided as an attachment to Addendum 1.

Q: Is a trailer needed at LSWRF?

A: The County currently hauls 100% of the biosolids from LSWRF using a dump truck.

Q: Will the County split the award between different contractors?

A: The RFP states that awards may be made in whole or in part to one or more offerors, and in the event that multiple contracts are awarded, the services provided shall be on a non-

exclusive basis as set forth in the contract. The reason that the County has reserved the right to award the bid to more than one offeror is that we do not have biosolids storage and want to ensure that hauling and disposal outlets will be available.

Q: Will the County be open to proposals of a longer duration contract?

A: The period of this contract will be two (2) years, with the option to extend for up to three (3) additional one (1) years terms if mutually agreeable by both the County and Contractor.. The reason for this contract term that the County is currently performing a Biosolids Master Plan and other WWTP improvements that will change the biosolids generated in the next three to five years. Proposed improvements at ACWRF are expected to increase the average percent solids to 20%, with construction anticipated to begin in late 2027.

Q: Is the allowable price adjustment based on the Consumer Price Index (CPI) six months before the end of the contract year, or the average CPI over the prior six months?

A: The contract price may be adjusted once per each additional one-year contract extension based on the latest CPI-U index published and available on the date one hundred eighty (180) days prior to the end of the contract year.

Q: Does participation in this call make sure we get any addendums?

A: We will email any addenda to all persons that requested to be on this call. Addenda will also be posted on Delaware County's web page at <https://co.delaware.oh.us/> under the heading Public Notices and Bids and on the Delaware County Regional Sewer District web page at <https://regionalsewer.co.delaware.oh.us/bids/>

Q: Can you share who is on the list of potential offerors?

A: There is no list of potential bidders, the bid was advertised on the County website and is a publicly available file with no tracking of holders.

Q: How fast can the County load solids at each of the plants?

A: Approximate loading times are as follows:

- ACWRF loads the County's 24-ton trailer in 5.5 to 7 hours.
- ACWRF loads the current contractor's 35-ton trailer in 10.5 to 12 hours.
- OECC loads the current contractor's 35-ton trailer in 30 hours.
- LSWRF loads the County's 15-ton dump truck in 45 hours.

Q: How many loads per week from each plant are currently taken out?

A: Current average loads per week:

- ACWRF averages nine loads per week, primarily by 24-ton trailers. Approximately 1/3 are 35-ton trailers.
- OECC averages three loads per week by 35-ton trailers.
- LSWRF averages one load every two weeks by 15-ton dump truck.

Q: Who holds the current contract and could we get a copy of the current contract as well as the bid results from the last bid?

A: Rumpke of Ohio, Inc. holds the current contract. Bid results from the last 2021 Biosolids Hauling and Disposal RFP are provided as an attachment to Addendum 1.

Q: Is there a limit to weight of loads leaving the plants?

A: The weight of loads is limited by size of County trucks and regulations on the size and weight of Offeror's trucks. Proper hauling permits and licenses are the sole responsibility of the contracted firm. Scales are not available at the plant locations.

Q: What percentage of the hauling is done by the County vs Contractor at each the facilities?

A: The current contractor hauls 100% of OECC loads and approximately 1/3 of ACWRF loads. Approximately 50% of the total biosolids were hauled by the contractor in 2024.

Attachments

1. Offerors Conference minutes
2. Offerors Conference presentation slides
3. Architectural drawings of the load out areas
4. Bid results of 2021 Biosolids Hauling and Disposal RFP

END OF ADDENDUM

Attachment 1. Offerors Conference minutes

Minutes

Meeting name: Offerors Conference for Biosolids Hauling and Disposal Services

Owner: Delaware County Regional Sewer District (DCRSD)

Meeting date: November 12, 2025

Time: 11:00 AM

Location: Microsoft Teams

1. Introductions
 - Erik McPeek - DCRSD Deputy Director of Operations
 - Julie McGill - DCRSD Staff Engineer
2. The purpose of this conference call is to review the background, purpose, and schedule of the Request for Proposals (RFP); provide a photo tour of existing biosolids facilities; and provide an opportunity for questions about the facilities or RFP instructions.
3. RFP Purpose
 - To solicit cost proposals for the hauling and/or disposal of biosolids generated from the County's wastewater treatment facilities.
 - Disposal service Offerors would receive undigested and dewatered biosolids from the County's nine WWTPs at their privately-owned beneficial re-use or disposal facility, not including land application disposal. The County is not interested in land application for this contract.
 - 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.
 - This is the basic scope of work that we are looking for, but we welcome any changes or suggestions on how to approach this project
4. Schedule
 - Deadline for Submitting Questions – November 18, 2025 at 12:00 pm
 - Proposal Due Date – November 25, 2025 at 12:00 pm
 - Estimated Notice of Award – December 2025
5. Photo Tour of Facilities – See Offerors Conference slides attached to Addendum No. 1
6. Questions
 - See Addendum No. 1 for Questions and Answers
 - Any additional questions can be emailed directly to Erik McPeek at emcpeek@co.delaware.oh.us
7. Attendees
 - Blake Austin
 - Walter Ferguson
 - Nancy Leah Kidd
 - Clint Pemberton
 - Mohasin Shaikh

Attachment 2. Offerors Conference presentation slides

Delaware County Regional Sewer District

Biosolids Hauling and Disposal Services
Pre-Proposal Conference



Introductions

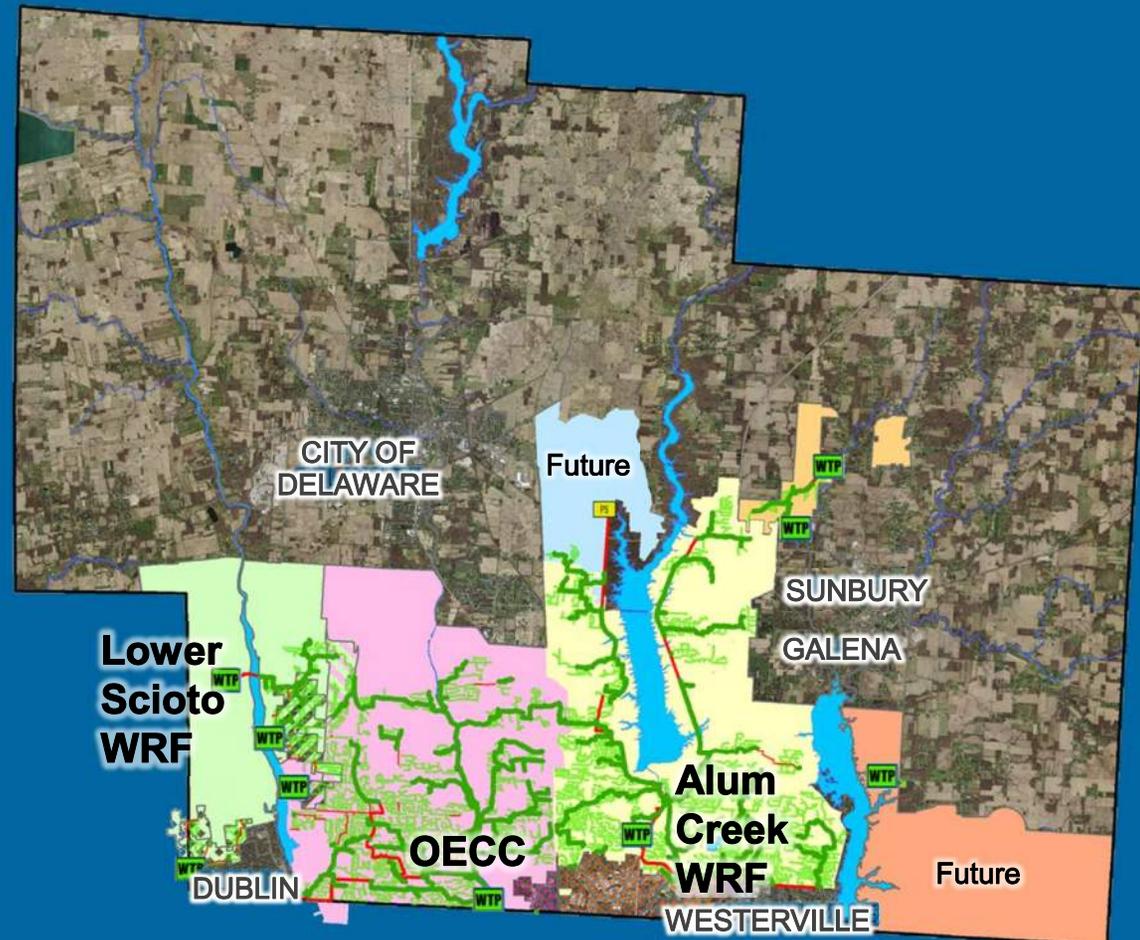
- Erik McPeck, Deputy Director of Operations
- Julie McGill, Staff Engineer

Agenda

- Background & Purpose of RFP
- Bid Schedule
- Existing Biosolids Facilities
- Questions

DCRSD Highlights

- 43,700 Users = 127,000 Residents
- 9 Wastewater Treatment Facilities
 - Alum Creek WRF: 10 MGD
 - OECC: 6 MGD
 - Lower Scioto: 1.4 MGD
- 32 Pump Stations
- 550 Miles of Sewer



Purpose of the Request for Proposal

- To solicit cost proposals for the hauling and/or disposal of biosolids generated from the County's wastewater treatment facilities
- 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.

Purpose of the Request for Proposal

- Proposals may include one or more plans for providing hauling and/or disposal services
- DCRSD will evaluate plans for:
 - hauling services only
 - disposal services only
 - both services
- Each plan should include the per unit fees (cost per wet ton) for each contract year (2026 and 2027)
- Option to extend up to three (3) additional one-year terms with price adjustment based on the Consumer Price Index (CPI-U, not seasonally adjusted, U.S. city average, All items)

Bid Schedule

Advertisement of RFP	October 28, 2025
Offerors Conference (Virtual)	November 12, 2025
Deadline for Submitting Questions	November 18, 2025 @ 12:00 pm
Proposal Due Date	November 25, 2025 @ 12:00 pm
Estimated Notice of Award	December 2025

Existing Biosolids Facilities:
**ALUM CREEK WATER
RECLAMATION FACILITY**

ACWRF Sludge Storage

- Aerobic digestion & land application discontinued in 2007
- All 9 tanks retrofitted with diffusers since 2015
- Currently use 3 tanks for WAS storage



ACWRF Sludge Storage

- 3.4 million gal liquid sludge hauled annually from package plants
- 10% hauled by contractors
- Liquid hauling will drop to 1.7 million gal after 2025 Scioto Reserve WRF decommissioning



ACWRF Dewatering

- Waste activated sludge (WAS) is dewatered with 2-meter Komline-Sanderson belt filter press
- Thickener on the left is unused and inoperative



ACWRF Dewatering

- Belt filter press is 25 years old
- Can also be used for thickening
- Dewatered cake is 13–15% solids



ACWRF Conveyor

- Dewatered cake is conveyed by Serpentix conveyor directly to adjacent truck loading facility
- No cake storage available on site



ACWRF Truck Loading & Disposal

- Truck must be moved for even loading
- No scales
- Average 9 loads per week
- Disposal at Crawford County Landfill



Existing Biosolids Facilities:

**OLENTANGY ENVIRONMENTAL
CONTROL CENTER**

OECC Sludge Storage

- 12 Sludge storage tanks, no digestion
- Tanks can also be used as equalization storage



OECC Rotary Drum Thickener (RDT)

- Wasting is continuous to RDT
- Up to 4% solids discharged into thickened waste activated sludge tanks



Rotary Drum Thickeners

OECC TWAS Storage

- Two thickened waste activated sludge (TWAS) tanks available
- Normally one tank in service
- TWAS tanks mixed with mixer, no air



TWAS Tanks

OECC Dewatering

- Original Andritz centrifuge added in 2009
- Second centrifuge added in 2025 for redundancy
- Makes an average of 19–20% cake



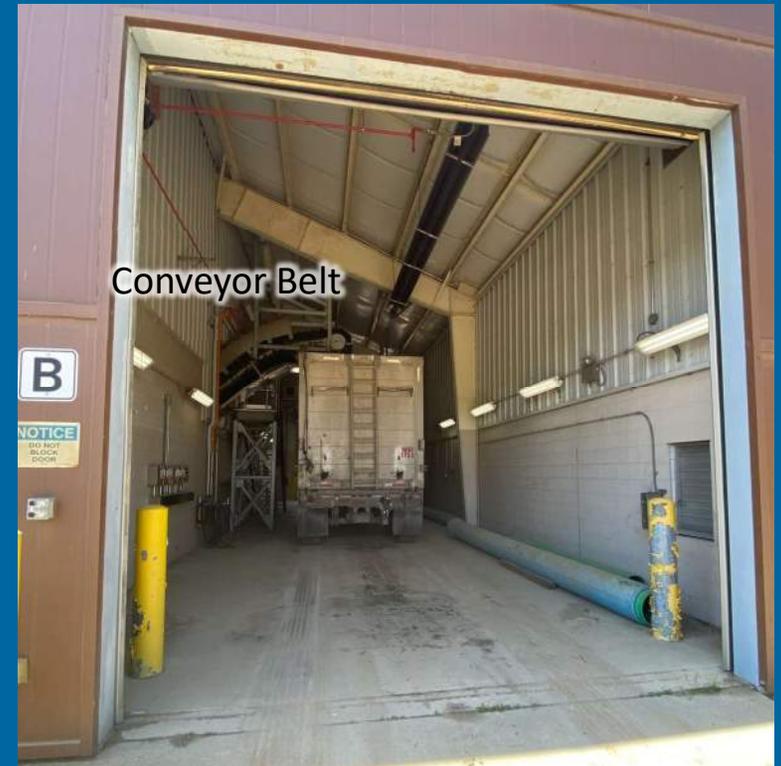
Conveyor Belt to Truck Bay

Original Centrifuge (2009)

New Centrifuge (2025)

OECC Truck Loading

- No cake storage at facility
- Centrifuge discharges onto conveyor and into trailer
- All biosolids hauled by a contractor, 3 loads per week, to landfill



Existing Biosolids Facilities:
**LOWER SCIOTO WATER
RECLAMATION FACILITY**

LSWRF Sludge Storage

- Built in 2007
- Began operation in 2017
- WAS is pumped to two aerobic covered digesters
- Additional biosolids can be brought for digestion and dewatering, but are not currently



Covered Aerobic Digesters

LSWRF Dewatering

- Centrisys centrifuge
- Cake averages about 21% solids



Centrisys Centrifuge

Screw Conveyor to Truck Bay

LSWRF Truck Loading

- One load approx. every two weeks, hauled by the County
- Currently dispose of 274 wet tons per year
- Flow will more than double after Scioto Reserve WRF is taken offline



Solids Handling Building

Screw Conveyor

Questions



Attachment 3. Architectural drawings of the load out areas

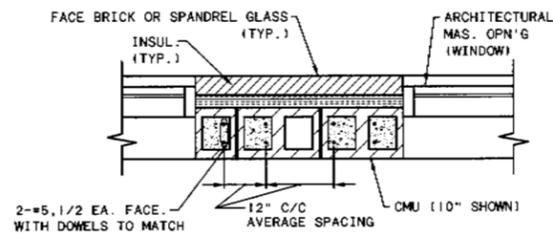
Alum Creek Water Reclamation Facility

CODED NOTES:

- 1 MASONRY OPENINGS ABOVE. SEE ELEVATIONS.
- 2 SEE SHEET 64.
- 3 10" CMU REINFORCED WITH VERTICAL 2 - #5 BARS AT 12", 1/2 EACH FACE, WITH DOWELS TO MATCH. TYPICAL BETWEEN WINDOW OPENINGS OR WHERE INDICATED. SEE DETAIL BELOW.
- 4 10" CMU REINFORCED WITH VERTICAL #5 BARS AT 48 INCHES C/C WITH DOWELS TO MATCH. TYPICAL BENEATH WINDOW OPENINGS.
- 5 12" CMU REINFORCED WITH VERTICAL #5 BARS AT MAX. 16 INCHES C/C WITH DOWELS TO MATCH, AND HORIZONTAL JOINT REINFORCING AT 8 INCHES C/C.
- 6 8" CMU REINFORCED WITH VERTICAL #5 BARS AT 48 INCHES C/C WITH DOWELS TO MATCH. PROVIDE TWO ADDITIONAL #5 BARS, 1/2 EA. FACE, AT EACH SIDE OF MASONRY OPENINGS AND CONTROL JOINTS.
- 7 8" CMU, FULLY GROUTED AND REINFORCED WITH 8 - #5 BARS, 1/2 EACH FACE.
- 8 8" CMU WITH VERTICAL REINFORCING 4 - #5 BARS, 1/2 EACH FACE WITHIN TWO FEET OF OPENING, WITH MATCHING DOWELS.
- 9 8" CMU WITH VERTICAL REINFORCING 4 - #5 BARS, 1/2 EACH FACE WITHIN TWO FEET AT EACH SIDE OF OPENINGS, AND #5 BARS AT 48" C/C OVER REMAINING LENGTH OF WALL, WITH MATCHING DOWELS. PROVIDE 2 #5 ADDITIONAL BARS, 1/2 EA. FACE, AT EACH SIDE OF CONTROL JOINTS.
- 10 10" CMU REINFORCED WITH VERTICAL #5 BARS AT 48 INCHES C/C WITH DOWELS TO MATCH. PROVIDE TWO ADDITIONAL #5 BARS, 1/2 EA. FACE, AT EACH SIDE OF MASONRY OPENINGS AND CONTROL JOINTS.
- 11 10" CMU REINFORCED WITH VERTICAL #5 BARS AT MAX. 48 INCHES C/C WITH DOWELS TO MATCH, AND HORIZONTAL JOINT REINFORCING AT 8 INCHES C/C.
- 12 8" UNREINFORCED CMU. TYPICAL AT STAIRWELLS.
- 13 6" CARBON STEEL & ALUMINUM SLUDGE LOADING ARM OPW MODEL B-32-F OR EQUAL.
- 14 SOLUTION METERING PUMP. MOUNT PUMP 3'-6" ABOVE FLOOR. CONNECT DISCHARGE TO THICKENER/PRESS WASHWATER STREAM. PROVIDE SUCTION TUBING BETWEEN PUMP AND WASH WATER SOLUTION CONTAINER. SEE SHEET 123.
- 15 BILCO TYPE JD FLOOR DOOR OR EQUAL, WITH HATCH SAFETY NET. CONNECT FLOOR DOOR DRAIN TO DRAIN.
- 16 SUPPORT HOSE RACK FROM PLATFORM STEEL.
- 17 THICKENER/PRESS CONTROLS LEVERS TO BE LOCATED ON THE PLATFORM SIDE OF THE PRESSES.

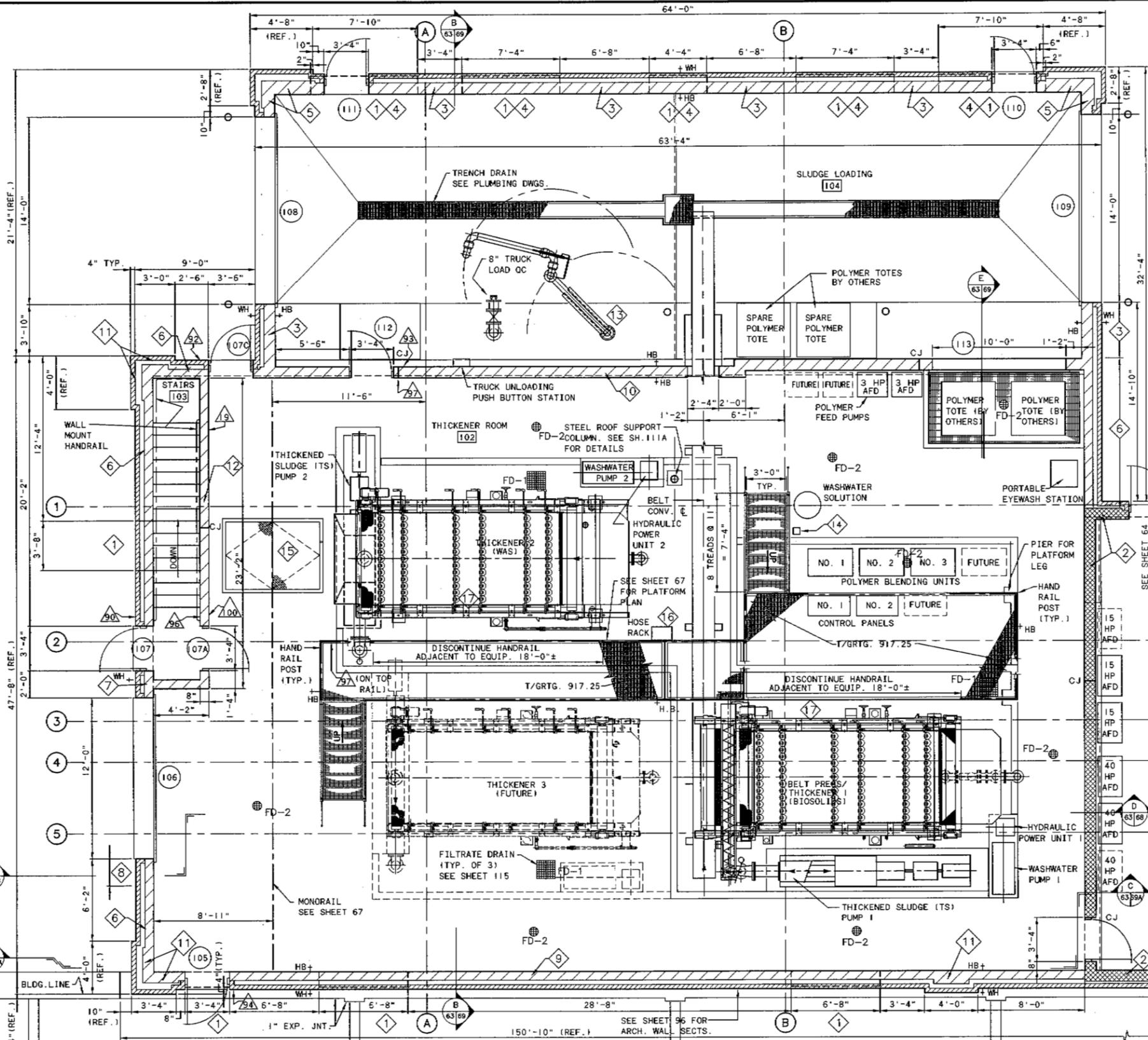
GENERAL NOTES:

- 1 LOCATE VERTICAL REINFORCING IN MASONRY WALLS SUCH THAT ALL CORNER CELLS HAVE A REINFORCING BAR.
- 2 CMU THICKNESSES GIVEN ARE MINIMUM THICKNESSES. THICKER UNITS MAY BE REQUIRED AT LOWER PORTIONS OF WALLS. SEE ARCHITECTURAL BUILDING ELEVATIONS & WALL SECTIONS.
- 3 VERTICAL REINFORCING SHALL BE PLACED AT THE CENTER OF BLOCKS/ CORES EXCEPT WHERE INDICATED TO BE LOCATED AT FACES, IN WHICH CASE BARS SHALL BE LOCATED AT THE OUTER EDGES OF THE CORE WITH 1/2" CLEAR BETWEEN BAR AND BLOCK FACE.



3 VERTICAL REINFORCEMENT AT BETWEEN MASONRY OPENINGS

RECORD DRAWING
 NOTE: EACH PROJECT RECORD DRAWING HAS BEEN UPDATED WITH AVAILABLE CONSTRUCTION INFORMATION FOLLOWING THE COMPLETION OF THE PROJECT. CONTRACTORS SHOULD CONSIDER TO CONSTRUCTION CONTRACT RECORDS TO DETERMINE THE "ACTUAL" CONDITION OF ANY ITEMS DEEMED TO BE SIGNIFICANT. SEE TITLE SHEET FOR ADDITIONAL CLARIFICATION OF "RECORD DRAWINGS".
 FRM Jones & Henry Engineers, Ltd. DATE 08/02/98 NO. 7 DRY / YE.



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NO.	REVISIONS	DATE	BY	CHK.



Burgess & Niple, Limited
 Jones & Henry Engineers, Ltd.

DELAWARE COUNTY, OHIO
 ALUM CREEK WATER RECLAMATION FACILITY

JOB NO.	20571
DESIGNED BY:	BFL
DRAWN BY:	PMc
CHECKED BY:	FM
APPROVED BY:	SLW
DATE:	1998

SOLIDS HANDLING FACILITIES (NORTH)
 UPPER PLAN

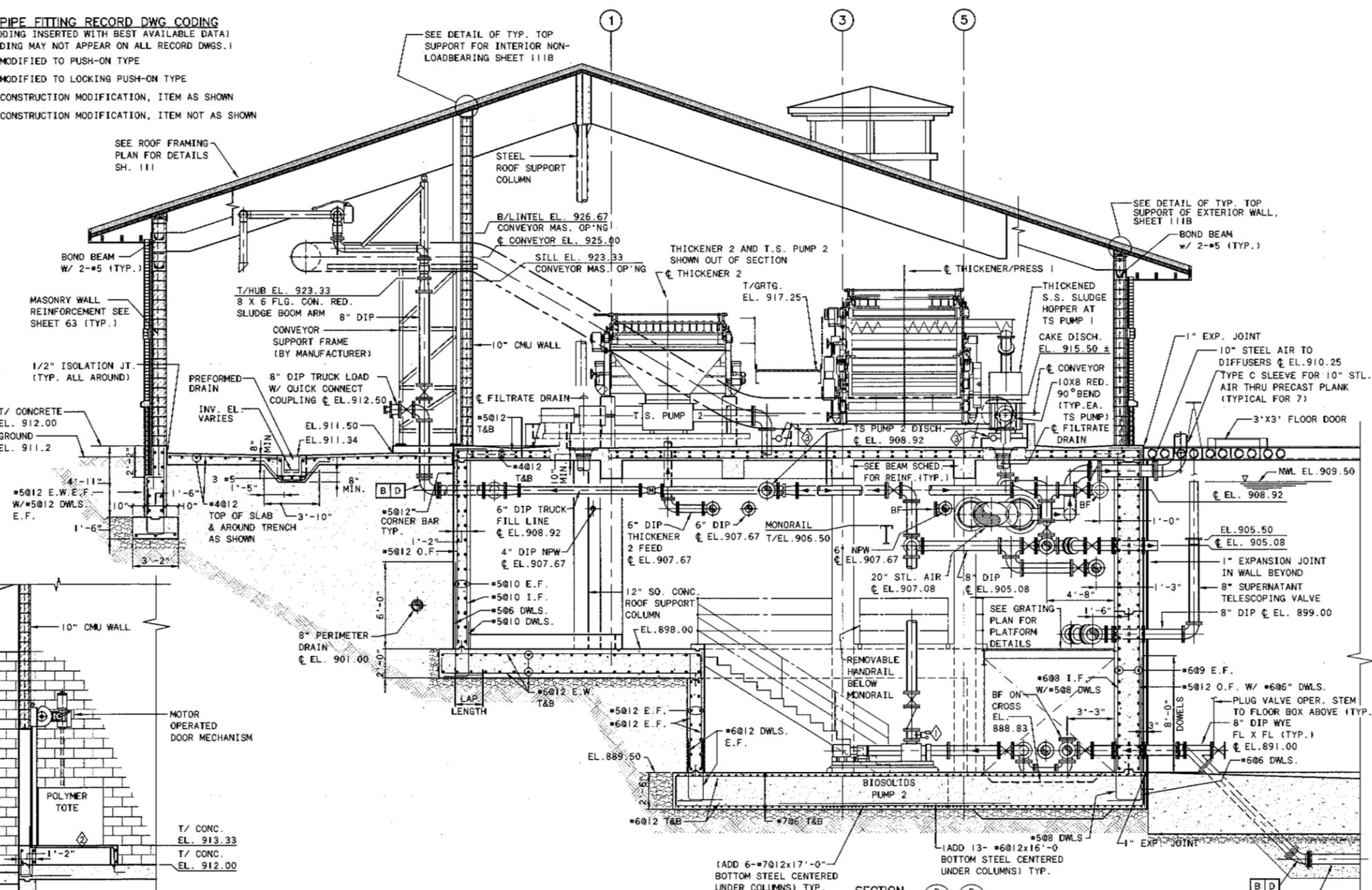
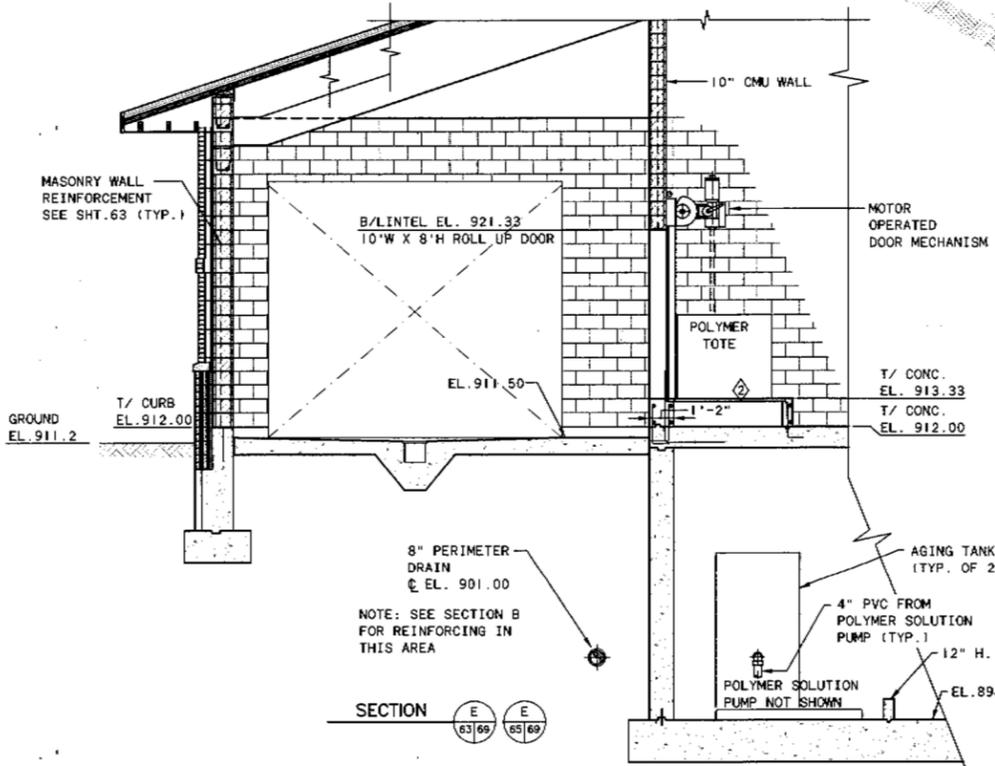
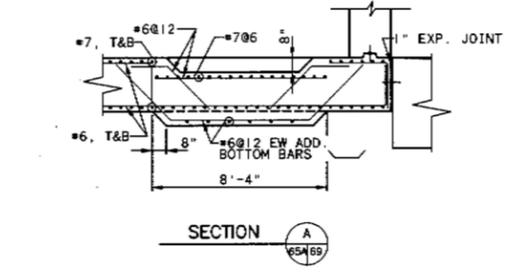
SCALE:	1/4" = 1'-0"
SHEET NO.	63
OF	207A

CODED NOTES

- ◇ FLUID DETECTION CONTROL SEE SPECIFICATIONS
- ◇ 2"x3/16" ALUM. GRATING PROVIDE ALUM. ANGLE AND ANCHOR STRAP PER DETAIL SHEET 86. SIZE ANGLE FOR GRATING THICKNESS
- ◇ PRESSURE SWITCH & GAGE ON THE DISCHARGE SIDE OF EACH THICKENED SOLIDS PUMP. SEE ELECTRICAL & CONTROL DRAWINGS & SPECIFICATIONS.

PIPE FITTING RECORD DWG CODING

- (CODING INSERTED WITH BEST AVAILABLE DATA)
(CODING MAY NOT APPEAR ON ALL RECORD DWGS.)
- A MODIFIED TO PUSH-ON TYPE
 - B MODIFIED TO LOCKING PUSH-ON TYPE
 - C CONSTRUCTION MODIFICATION, ITEM AS SHOWN
 - D CONSTRUCTION MODIFICATION, ITEM NOT AS SHOWN



RECORD DRAWING

NOTE: EACH PROJECT RECORD DRAWING HAS BEEN UPDATED WITH AVAILABLE CONSTRUCTION INFORMATION FOLLOWING FINAL CONSTRUCTION. THE INFORMATION PRESENTED SHOULD CONFORM TO CONSTRUCTION CONTRACT RECORDS. HOWEVER, FIELD VERIFICATION IS RECOMMENDED TO DETERMINE THE "ACTUAL" CONDITION OF ANY ITEM(S) DEEMED TO BE SIGNIFICANT. SEE TITLE SHEET FOR ADDITIONAL CLARIFICATION OF "RECORD DRAWINGS".
FIRM Jones & Henry Engineers, Ltd. DATE 08/07/08 MO. / DAY / YR.

© BNW0201

THIS LINE SOLID WHEN USED TO INDICATE CONSTRUCTION RECORDS

NO.	REVISIONS	DATE	BY	CHK.



Burgess & Niple, Limited

Jones & Henry Engineers, Ltd.

DELAWARE COUNTY, OHIO
ALUM CREEK WATER RECLAMATION FACILITY

JOB NO.	20571
DESIGNED BY:	BFL
DRAWN BY:	PMc
CHECKED BY:	FM
APPROVED BY:	SLW
DATE:	1998

SOLIDS HANDLING FACILITIES
SECTIONS & DETAILS

SCALE:	
1/4"=1'-0"	
SHEET NO.	OF
69	207A

Olentangy Environmental Control Center



NO.	DATE	ISSUED FOR	BY

COPYRIGHT: ARCADIS U.S., INC.
2022

PROJECT STATUS: ISSUED FOR BID

PROJECT NO.:	30048102
DATE:	DECEMBER 2022
DESIGNED BY:	B. CARIO
DRAWN BY:	S. PAWAR
CHECKED BY:	C. DUNN

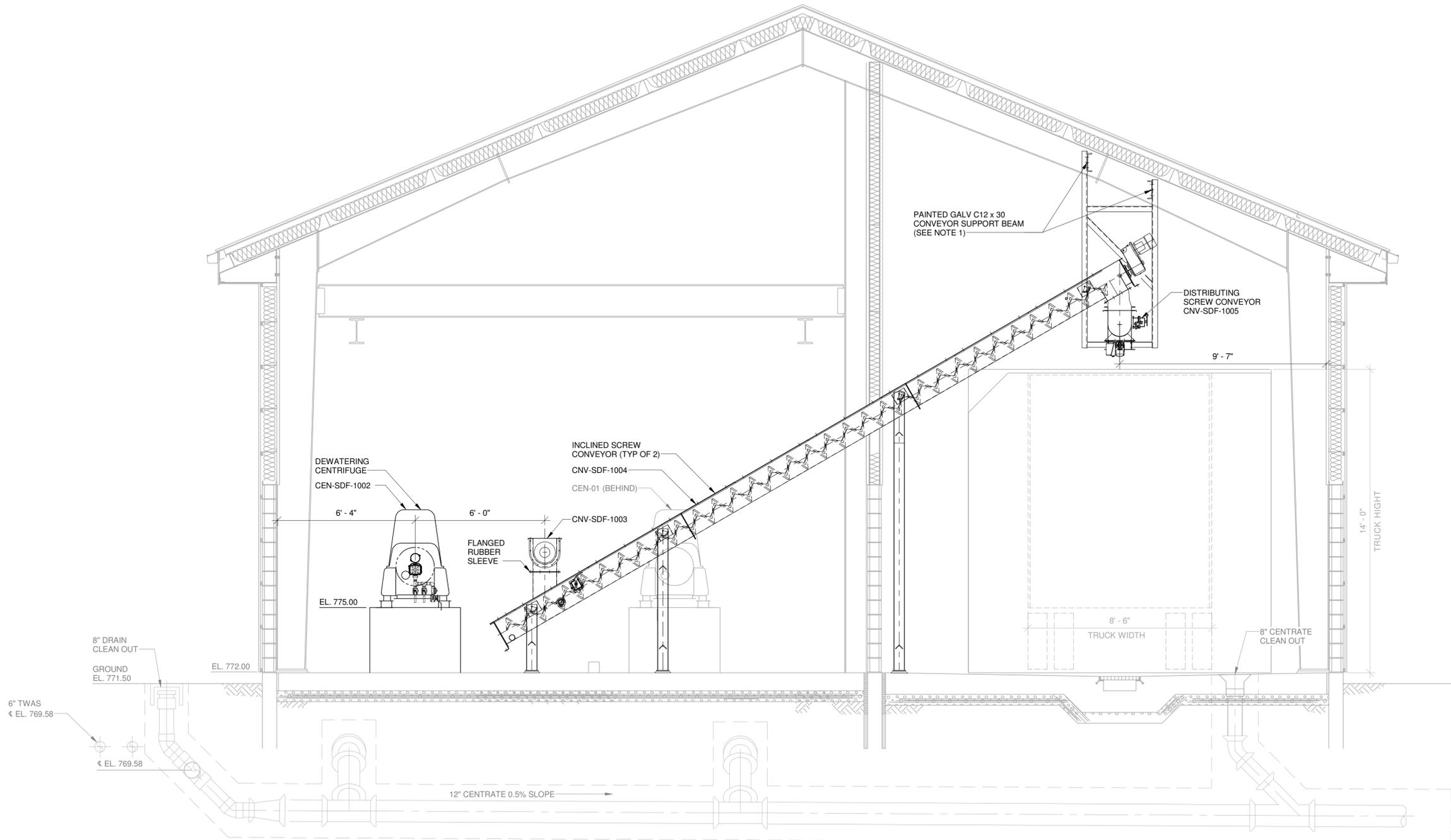
SHEET TITLE

MECHANICAL
SLUDGE DEWATERING FACILITY

SECTION

SCALE:
3/8" = 1'-0"
BAR IS ONE INCH ON
UNREDUCED DRAWING

DRAWING NO.:
M10-02

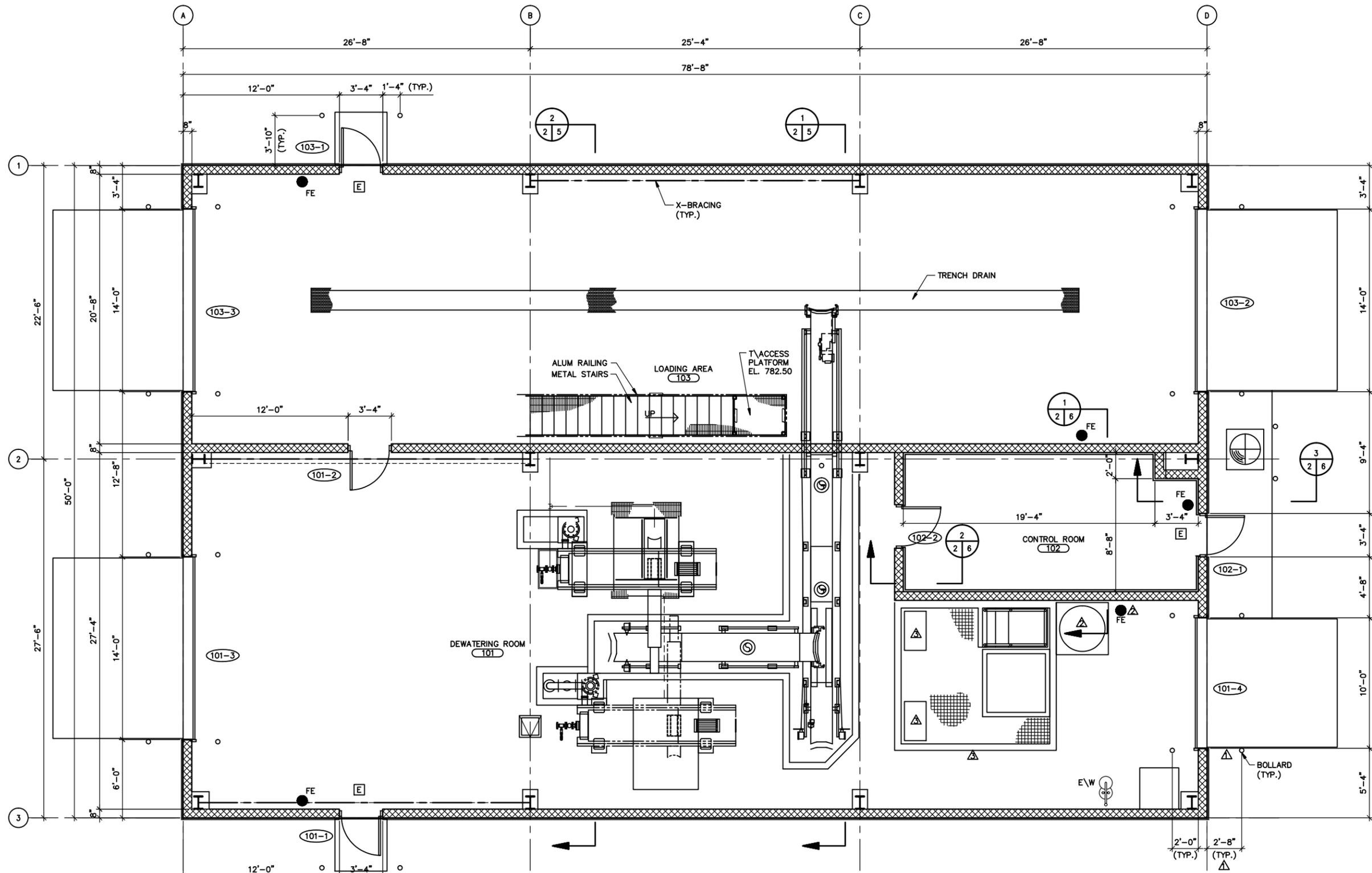


1 SECTION
SCALE: 3/8" = 1'-0"

NOTES:

- COORDINATE LOCATION OF SUPPORT WITH CONVEYOR MANUFACTURER'S REQUIREMENTS.

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FLOOR PLAN

- NOTES:
 1. TOP OF FINISHED FLOOR EL. 772.00 UNLESS OTHERWISE NOTED ON PLAN.
 2. FOR DOOR SCHEDULE SEE SHEET A-07.

RECORD DRAWING

MALCOLM PIRNIE



NO.	BY	DATE	REVISIONS	REMARKS
▲	BCK	07/28/08	REVISED PER RFI 08	
▲	BCK	07/20/09	REVISED PER CHANGE ORDER NO. 3	
▲	BCK	10/20/09	RECORD DRAWING CHANGES	

DES SRZ
 DWN JLA
 CKD FJB

DELAWARE COUNTY REGIONAL SEWER DISTRICT
 DELAWARE COUNTY, OHIO
CENTRIFUGE DEWATERING FACILITY IMPROVEMENTS

DEWATERING FACILITY
FLOOR PLAN

SCALE: 1/4" = 1'-0"

VERTICAL DATUM 1929
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 MALCOLM PIRNIE, INC.
 DATE JUNE 2008
 A SHEET 02 OF 08
 CAD REF. NO. 3338005_227

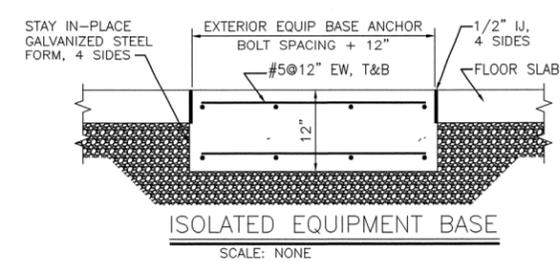
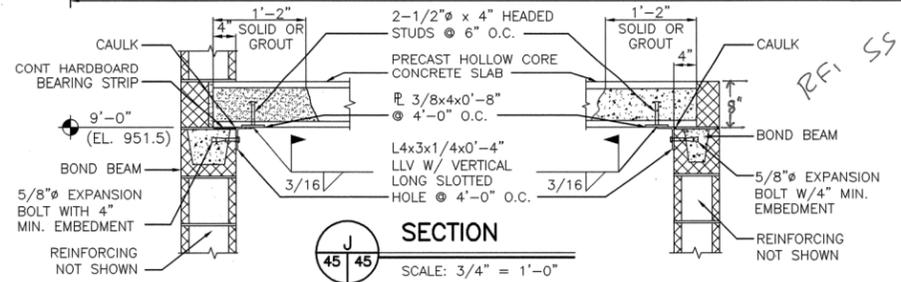
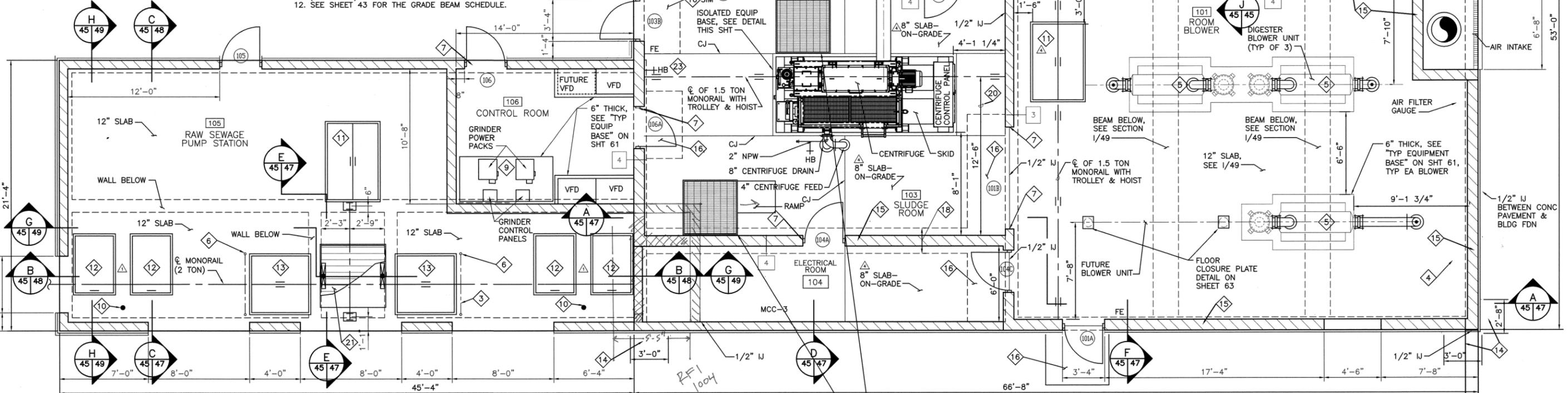
Lower Scioto Water Reclamation Facility

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 PLOTTED: 10/10/2007 4:01:59 PM

CODED NOTES:

- 1 8 INCH CMU REINFORCED WITH VERTICAL NO. 5 AT 48 INCHES C/C WITH DOWELS TO MATCH. REINFORCEMENT IN WALL SHALL BE OVER ENTIRE LENGTH WALL.
- 2 8 INCH CMU REINFORCED WITH VERTICAL NO. 5 AT 24 INCHES C/C WITH DOWELS TO MATCH. REINFORCEMENT IN WALL SHALL BE OVER ENTIRE LENGTH OF WALL.
- 3 5' LONG REMOVABLE RAILING (PROVIDE TWO SECTIONS TOTAL)
- 4 OPENING FOR SWITCHGEAR SERVICE CABLES; COORDINATE LOCATION AND DIMENSIONS WITH EQUIPMENT SUPPLIER.
- 5 1420 SCFM POSITIVE DISPLACEMENT DIGESTER BLOWER AND MOTOR (NOT SHOWN), 100 HP MOTORS (TOTAL OF THREE).
- 6 REMOVABLE RAILING SOCKETS (TOTAL OF 6)
- 7 PROVIDE CONTROL JOINT @ END OF LINTEL ABOVE DOOR OPENING.
- 8 EQUIPMENT PAD
- 9 HYDRAULIC PIPING AND HOSES. SEE SCHEMATIC ON SHEET 78.
- 10 PLUG VALVE OPERATING NUT MOUNTED FLOOR BOX.
- 11 6'-0" x 4'-0" ALUMINUM ACCESS DOOR
- 12 4'-6" x 3'-0" ALUMINUM ACCESS DOOR (TYP OF 4)
- 13 4'-6" x 4'-6" ALUMINUM ACCESS DOOR (TYP OF 2)
- 14 EIFS PIER DIMENSION
- 15 10 INCH ACOUSTIC CMS REINFORCED WITH VERTICAL NO. 5 AT 24 INCHES C/C WITH DOWELS TO MATCH. REINFORCEMENT IN WALL SHALL BE OVER ENTIRE LENGTH OF WALL.
- 16 THICKEN SLAB @ DOORWAYS AS SHOWN ON "TYPICAL SECTION @ ENTRY DOORS" SHEET 17.

- 17 THICKEN SLAB & EMBEDDED ANGLES AS SHOWN ON "TYPICAL SECTION @ OH DOORS" SHEET 17.
 - 18 THICKEN SLAB AS SHOWN ON "TYPICAL THICKENED SLAB UNDER INTERIOR NONBEARING MASONRY WALL" SHEET 60.
 - 19 THICKEN SLAB UNDER SCREW CONVEYOR SIM TO SHOWN ON "TYPICAL THICKENED SLAB UNDER INTERIOR NONBEARING MASONRY WALL" SHEET 60.
 - 20 LOCATE MONORAIL BEAM OVER CENTERLINE OF CENTRIFUGE. DIMENSION TO BE DETERMINED FOLLOWING CENTRIFUGE SELECTION.
 - 21 ALUM PLANKING. SEE PLANK/GRATING DETAILS ON SHT 63 FOR EMBEDDED FRAME. MODIFY PLANKING AS REQUIRED TO ACCOMMODATE GATE STEM PENETRATIONS.
 - 22 GUARD POST, TYP OF 10, SEE DETAIL ON SHT 8.
 - 23 POTABLE WATER HB. ALL OTHERS NON POTABLE.
- GENERAL NOTES:**
- 1. SEE SHEET 18 FOR PARTITION TYPES ().
 - 2. DOORS FRAMES ARE LOCATED 4" FROM JAMB UNO.
 - 3. FE (FIRE EXTINGUISHER).
 - 4. NOT USED.
 - 5. ALL ROOMS WITH SLABS-ON-GRADE (ROOMS 100, 103, AND 104) SHALL BE 8" THICK.
 - 6. REINFORCE SLAB-ON-GRADE W/ 6x6-W4.0x4.0 WWR FLAT SHEETS.
 - 7. SLABS-ON-GRADE SHALL BE PLACED ON 6" OF DRAINAGE BASE. PLACE VAPOR RETARDER UNDER THE DRAINAGE BASE.
 - 8. TOP OF SLAB-ON-GRADE FOR ROOM 100 ADJACENT TO ROOM 103 IS AT ELEV 942.50 UNO; ELSEWHERE AT ELEV 942.17 AROUND THE PERIMETER & SLOPES TO THE TRENCH DRAIN AS SHOWN. FOR ALL OTHER ROOMS THE TOP OF SLAB-ON-GRADE & STRUCTURAL SLAB IS AT ELEV 942.50.
 - 9. TOP EXTERIOR FOUNDATION WALL AROUND ROOM 100 IS AT ELEV 942.50 EXCEPT AT DOORWAY WHERE THE TOP OF THE WALL IS LOWER TO PROVIDE FOR THE THICKENED SLAB THAT EXTENDS OVER THE WALL.
 - 10. THE TOP SLAB IN THE RAW SEWAGE PUMP STATION (ROOM 105) SHALL BE AIR ENTRAINED CONCRETE.
 - 12. SEE SHEET 43 FOR THE GRADE BEAM SCHEDULE.



DRUM SECONDARY CONTAINMENT DECKS. SEE SECTION 44 44 14.

NO.	REVISIONS	DATE	BY	CHK.
1	REVISED HATCHES	06/18/07	DEB	RBD
2	ADDED TWO GUARD POSTS	06/28/07	DEB	RBD
3	REVISED OVERHEAD DOOR	08/04/07	DEB	RBD
4	REV. SLAB-ON-GRADE & ACCESS DOOR	09/04/07	CEM	CMG

BURGESS & NIPLE
COLUMBUS, OHIO

DELAWARE COUNTY, OHIO
LOWER SCIOTO WATER RECLAMATION FACILITY

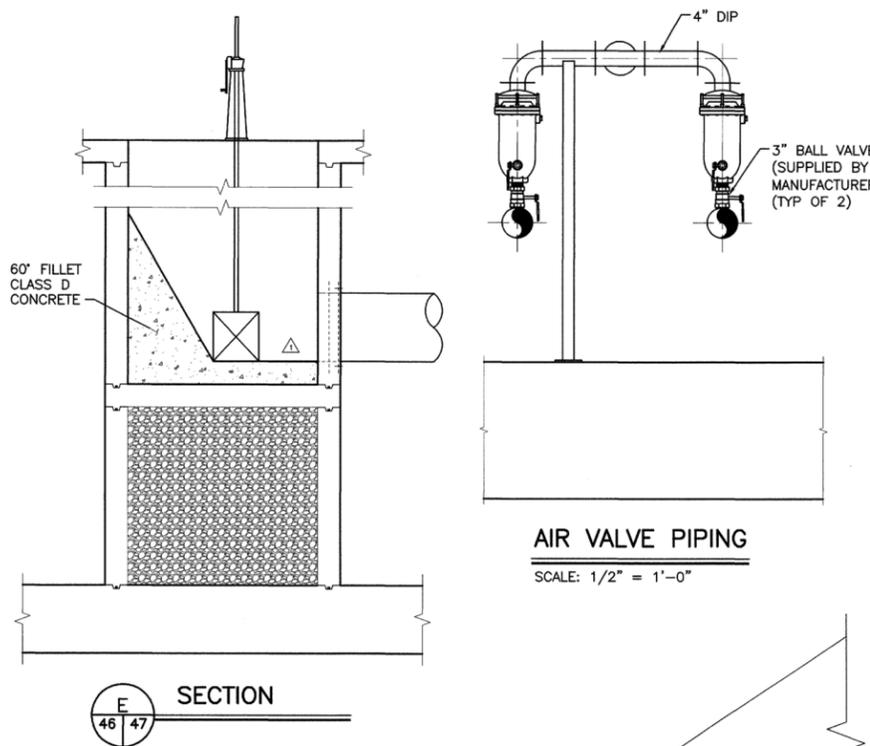
JOB NO.	PR35649
DESIGNED BY:	DEB
DRAWN BY:	TLM
CHECKED BY:	RBD
APPROVED BY:	RBD
DATE:	MARCH 2007

RAW SEWAGE PUMP STATION/SOLIDS HANDLING
UPPER PLAN

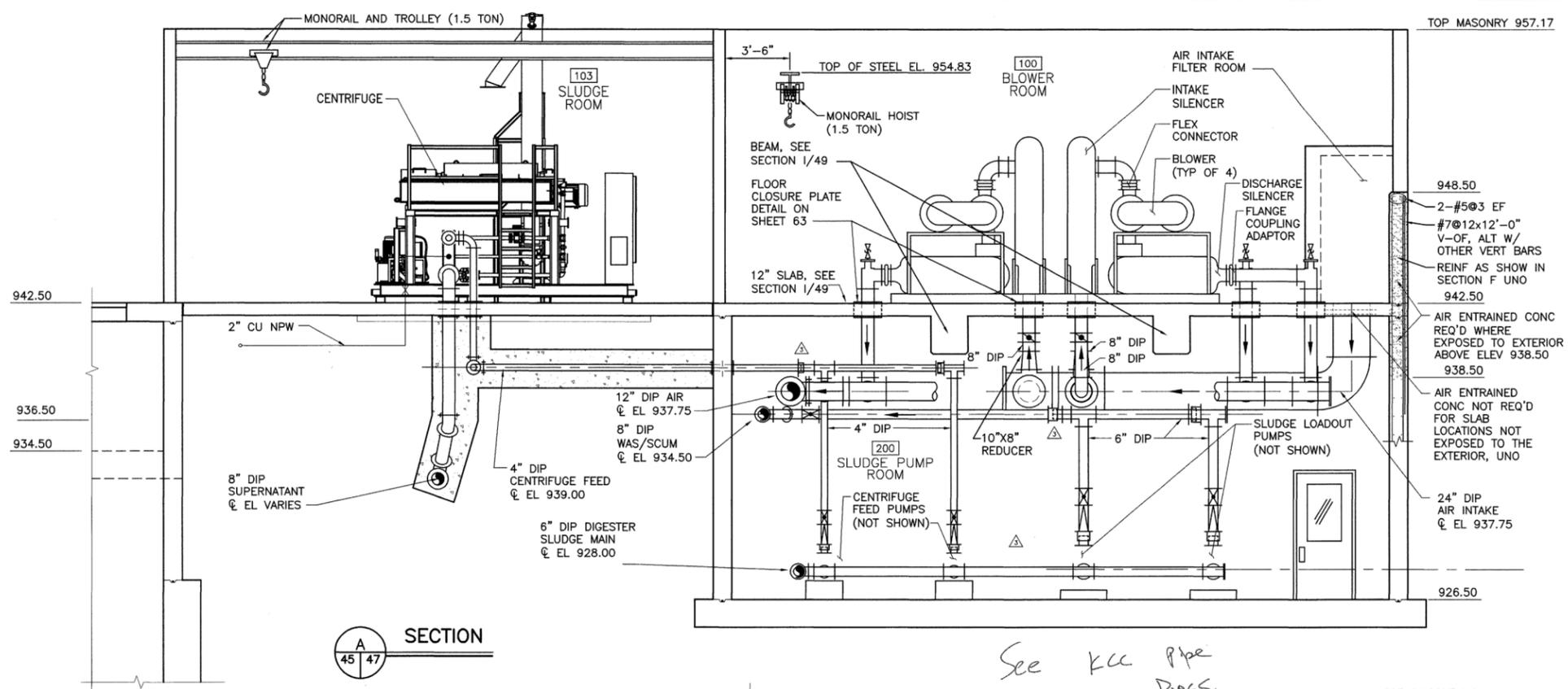
SCALE: 1/4" = 1'-0"

SHEET NO. 45 OF 131

PLOTTED: 10/10/2007 4:02:27 PM

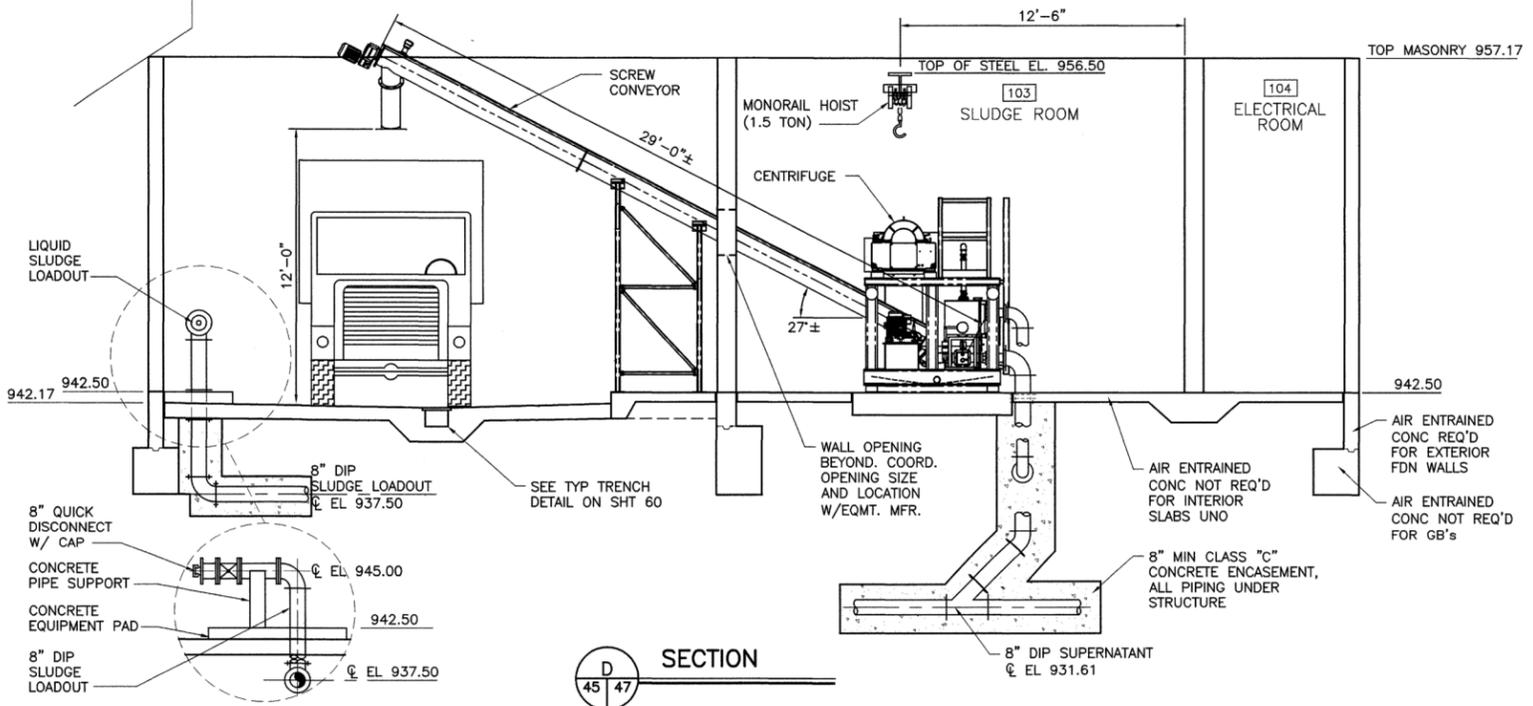


SECTION E 46 | 47

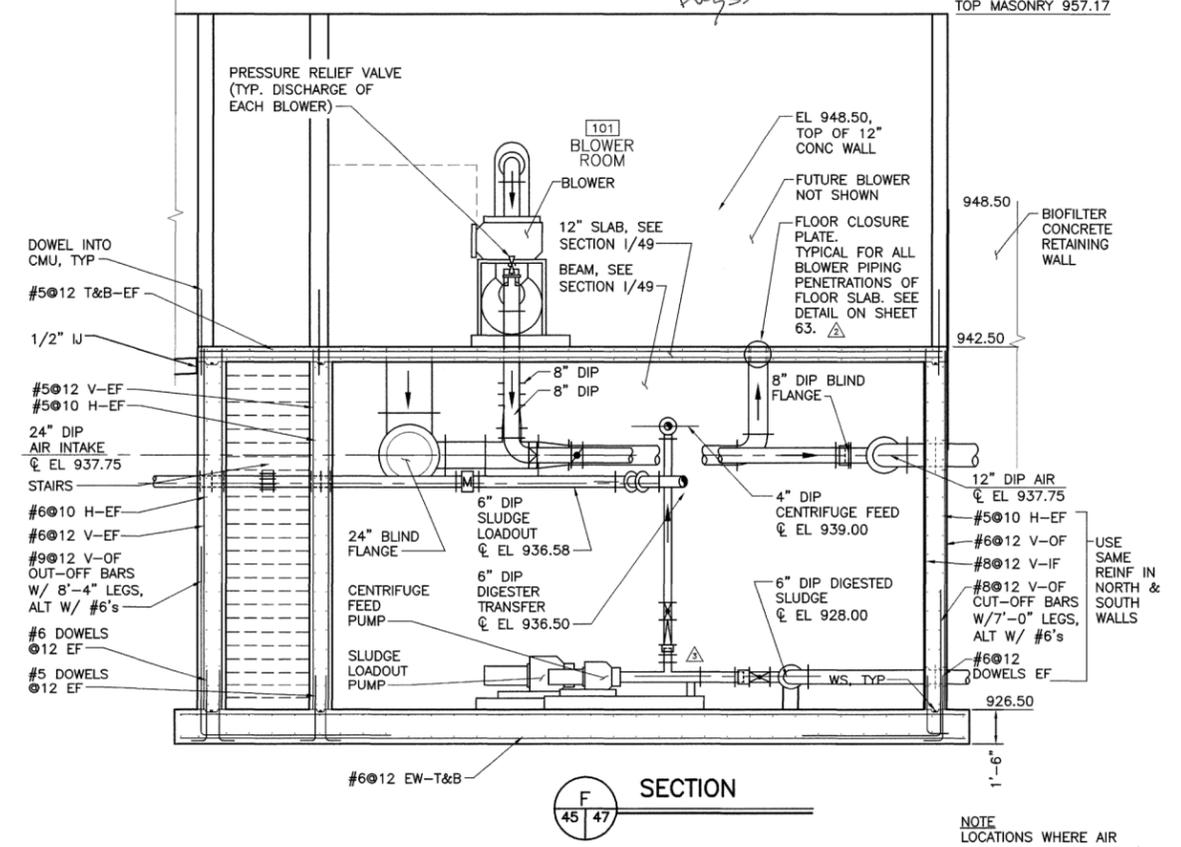


SECTION A 45 | 47

See KCC Pipe Dugs.



SECTION D 45 | 47



SECTION F 45 | 47

NOTE: LOCATIONS WHERE AIR ENTRAINED CONC IS REQ'D IS SHOWN IN SECTIONS A & D, AND AS SPECIFIED.

P:\PR35649\cadd\SH047.dwg 9/7/2007 6:33:32 AM Carrman, Mike

NO.	REVISIONS	DATE	BY	CHK.
1	REVISED SPLITTER FLOOR	06/14/07	DEB	RBD
2	REVISE PIPING PENETRATIONS	06/14/07	DEB	RBD
3	ADDED FLANGE COUPLING ADAPTORS	06/14/07	DEB	RBD

Burgess & Niple, Inc. COLUMBUS, OHIO



DELAWARE COUNTY, OHIO
LOWER SCIOTO WATER RECLAMATION FACILITY

JOB NO.	PR35649
DESIGNED BY:	BWT-CEM
DRAWN BY:	TLM
CHECKED BY:	RBD
APPROVED BY:	RBD
DATE:	MARCH 2007

**RAW SEWAGE PUMP STATION/
SOLIDS HANDLING SECTIONS**

SCALE: 1/4"=1'-0" OR AS NOTED	
SHEET NO.	OF
47	131

Attachment 4. Contract and Bid results of 2021 Biosolids Hauling and Disposal RFP



Delaware County Commissioners

Jeff Benton
Barb Lewis
Gary Merrell

County Administrator
Michael Frommer

Deputy Administrator
Dawn Huston

Clerk to the Commissioners
Jennifer Walraven

RESOLUTION NO 21-242

IN THE MATTER OF APPROVING A CONTRACT WITH RUMPKE OF OHIO, INC., FOR BIOSOLIDS HAULING AND DISPOSAL SERVICES:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, sealed proposals for Biosolids Hauling and Disposal Services were received at noon on February 25, 2021, at the Sanitary Engineer's office located at 50 Channing Street, Delaware, Ohio 43015; and

WHEREAS, one (1) proposal was received, and the qualified offeror was Rumpke of Ohio, Inc.; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Rumpke of Ohio, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the contract for Biosolids Hauling and Disposal Services to Rumpke of Ohio, Inc., and approves the following services agreement with Rumpke of Ohio, Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into this 25th day of March, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Rumpke of Ohio, Inc., 3990 Generation Drive, Cincinnati, Ohio 45251 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide hauling of biosolids for the County treatment plants to the Crawford County Landfill, for disposal pursuant to this Agreement (the "Services"). No materials provided to Contractor for transportation and disposal hereunder shall contain or constitute hazardous substances or hazardous wastes as defined by any applicable law, regulation or ordinance, and title to an responsibility for any such hazardous substances or hazardous waste shall at all times remain with the County.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement: the County's Request for Competitive Sealed Proposals for Biosolids Hauling and Disposal Services and the Contractor's Proposal for Biosolids Hauling and Disposal Services, both attached hereto, fully incorporated herein, and hereinafter referred to as "Exhibit A." The County may elect the Services to be provided pursuant to any of the four pricing options contained in Exhibit A, and this Agreement shall be considered non-exclusive, with the County reserving the right to haul or dispose biosolids through other means.

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 authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Bid Forms contained in Exhibit A, with the fee applicable to the manner of Services the County elects.
- 4.2 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 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served by U.S. Certified Mail or commercial carrier service, with signature confirmation, on the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Erik G. McPeck, P.E.

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

Telephone: (740) 833-2240

Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Cecilia Walls, Municipal/Public Sector Representative

Address of Firm: 1400 S. Metcalf Street

City, State, Zip: Lima, OH 45804

Telephone: (567) 204-3892

Email: cecilia.walls@rumpke.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the 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.
- 6.4 In the event that the contractor incurs additional costs or expenses directly attributable to the present COVID-19 pandemic, the Contractor may request an increase in the fees set forth in Exhibit A by providing a Notice of the increase to the County. Within fourteen (14) days after receipt of the Notice, the County may either accept the increase or elect to suspend or terminate this Agreement.

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence the Services upon written Notice to proceed from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 7.2 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 Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 7.3 The Force Majeure clause requested in the Contractor's Proposal is accepted and incorporated herein.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon thirty (30) days 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.
- 8.2 The Contractor, upon thirty (30) days written Notice as specified in Section 5, may terminate this Agreement for the convenience of the Contractor.
- 8.3 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for the Services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 INDEMNIFICATION

- 10.1 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.

10.2 The limitation of liability clause requested in the Contractor's Proposal is accepted and incorporated herein.

11 INSURANCE

11.1 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.

11.2 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.

11.3 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.

11.4 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 10.1 and 10.2 through a blanket Additional Insured Endorsement. Contractor shall require all of its subcontractors to provide like endorsements.

11.5 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.

12 MISCELLANEOUS TERMS AND CONDITIONS

12.1 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.

12.2 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.**

12.3 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.

12.4 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.

- 12.5 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.
- 12.6 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.
- 12.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 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.
- 12.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.10 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.
- 12.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

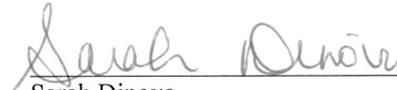
Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

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

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

I, Sarah Dinovo, Assistant Clerk to the Board of County Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of County Commissioners of Delaware County duly adopted on March 25, 2021, and appearing upon the official record of said Board.



Sarah Dinovo
Assistant Clerk to the Commissioners

SERVICES AGREEMENT

This Agreement is made and entered into this 25th day of March, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Rumpke of Ohio, Inc., 3990 Generation Drive, Cincinnati, Ohio 45251 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide hauling of biosolids for the County treatment plants to the Crawford County Landfill, for disposal pursuant to this Agreement (the "Services"). No materials provided to Contractor for transportation and disposal hereunder shall contain or constitute hazardous substances or hazardous wastes as defined by any applicable law, regulation or ordinance, and title to an responsibility for any such hazardous substances or hazardous waste shall at all times remain with the County.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement: the County's Request for Competitive Sealed Proposals for Biosolids Hauling and Disposal Services and the Contractor's Proposal for Biosolids Hauling and Disposal Services, both attached hereto, fully incorporated herein, and hereinafter referred to as "Exhibit A." The County may elect the Services to be provided pursuant to any of the four pricing options contained in Exhibit A, and this Agreement shall be considered non-exclusive, with the County reserving the right to haul or dispose biosolids through other means.

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 authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Bid Forms contained in Exhibit A, with the fee applicable to the manner of Services the County elects.
- 4.2 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 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served by U.S. Certified Mail or commercial carrier service, with signature confirmation, on the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Erik G. McPeek, P.E.

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

Telephone: (740) 833-2240

Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Cecilia Walls, Municipal/Public Sector Representative

Address of Firm: 1400 S. Metcalf Street

City, State, Zip: Lima, OH 45804

Telephone: (567) 204-3892

Email: cecilia.walls@rumpke.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the 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.
- 6.4 In the event that the contractor incurs additional costs or expenses directly attributable to the present COVID-19 pandemic, the Contractor may request an increase in the fees set forth in Exhibit A by providing a Notice of the increase to the County. Within fourteen (14) days after receipt of the Notice, the County may either accept the increase or elect to suspend or terminate this Agreement.

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence the Services upon written Notice to proceed from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 7.2 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 Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 7.3 The Force Majeure clause requested in the Contractor's Proposal is accepted and incorporated herein.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon thirty (30) days 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.
- 8.2 The Contractor, upon thirty (30) days written Notice as specified in Section 5, may terminate this Agreement for the convenience of the Contractor.
- 8.3 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for the Services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 INDEMNIFICATION

- 10.1 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.
- 10.2 The limitation of liability clause requested in the Contractor's Proposal is accepted and incorporated herein.

11 INSURANCE

- 11.1 **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.
- 11.2 **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.
- 11.3 **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.
- 11.4 **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 10.1 and 10.2. through a blanket Additional Insured Endorsement. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.5 **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.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 **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.
- 12.2 **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.**
- 12.3 **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.
- 12.4 **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.
- 12.5 **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.
- 12.6 **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.
- 12.7 **Findings for Recovery:** Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 **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.
- 12.9 **County Policies:** The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The

County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 12.10 **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.
- 12.11 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

RUMPKE OF OHIO, INC.

Date: 3/16/21

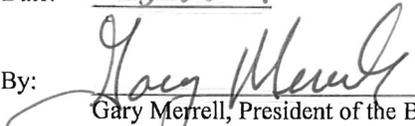
By: 
Signature

William J. Rumpke, Jr.
Printed Name of Principal

President
Business Title

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

Date: 3-25-21

By: 

Gary Merrell, President of the Board
Pursuant to Resolution No. 11-137 and
Resolution No. 21-242

Approved as to Form:


Staff Attorney, Board of Commissioners
Delaware County, Ohio



Waste & Recycling Services

**BIOSOLIDS HAULING
AND
DISPOSAL SERVICES
DELAWARE COUNTY, OHIO**

**SECTION 5.10
PRICE; PROPOSAL BOND**

BID FORM

PROCESSING / DISPOSAL OF WASTEWATER PLANT BIOSOLIDS

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

PROPOSAL PLAN DESCRIPTION: Heavy Haul Trailer - 35 ton 90-120 lead time for 39' Trailers - Plus Fuel Surcharge - See Pricing Clarifications

ALUM CREEK WATER RECLAMATION FACILITY: 7767 Walker Wood Blvd., Lewis Center, Ohio						
TERM	WET TONS /WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)	
2021	211	\$ 26.07	\$ 16.80	\$ 42.87	\$ 470,369.64	
2022	226	\$ 26.85	\$ 17.30	\$ 44.15	\$ 518,850.80	
2023	241	\$ 27.65	\$ 17.82	\$ 45.47	\$ 569,830.04	
2024	257	\$ 28.48	\$ 18.35	\$ 46.83	\$ 625,836.12	
2025	287	\$ 29.34	\$ 18.90	\$ 48.24	\$ 719,933.76	

OLENTANGY ENVIRONMENTAL CONTROL CENTER: 10333 Olentangy River Road, Powell, Ohio						
YEAR	WET TONS /WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)	
2021	77	\$ 26.07	\$ 16.80	\$ 42.87	\$ 171,651.48	
2022	83	\$ 26.85	\$ 17.30	\$ 44.15	\$ 190,551.40	
2023	88	\$ 27.65	\$ 17.82	\$ 45.47	\$ 208,070.72	
2024	94	\$ 28.48	\$ 18.35	\$ 46.83	\$ 228,905.04	
2025	105	\$ 29.34	\$ 18.90	\$ 48.24	\$ 263,390.40	

LOWER SCIOTO WATER RECLAMATION FACILITY: 6579 Moore Rd, Delaware, Ohio						
YEAR	WET TONS /WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)	
2021	6	\$ 26.07	\$ 16.80	\$ 42.87	\$ 13,375.44	
2022	6	\$ 26.85	\$ 17.30	\$ 44.15	\$ 13,774.80	
2023	7	\$ 27.65	\$ 17.82	\$ 45.47	\$ 16,551.08	
2024	7	\$ 28.48	\$ 18.35	\$ 46.83	\$ 17,046.12	
2025	8	\$ 29.34	\$ 18.90	\$ 48.24	\$ 20,067.84	

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

BID FORM

PROCESSING / DISPOSAL OF WASTEWATER PLANT BIOSOLIDS

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

PROPOSAL PLAN DESCRIPTION: Standard Trailer - 25 ton 90-120 lead time for 39' Trailers - Plus Fuel Surcharge - See Pricing Clarifications

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

TERM	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)
2021	211	\$ 26.07	\$ 19.25	\$ 45.32	\$ 497,251.04
2022	226	\$ 26.85	\$ 19.82	\$ 46.67	\$ 548,465.84
2023	241	\$ 27.65	\$ 20.42	\$ 48.07	\$ 602,413.24
2024	257	\$ 28.48	\$ 21.03	\$ 49.51	\$ 661,651.64
2025	287	\$ 29.34	\$ 21.66	\$ 51.00	\$ 761,124.00

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

YEAR	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)
2021	77	\$ 26.07	\$ 19.25	\$ 45.32	\$ 181,461.28
2022	83	\$ 26.85	\$ 19.82	\$ 46.67	\$ 201,427.72
2023	88	\$ 27.65	\$ 20.42	\$ 48.07	\$ 219,968.32
2024	94	\$ 28.48	\$ 21.03	\$ 49.51	\$ 242,004.88
2025	105	\$ 29.34	\$ 21.66	\$ 51.00	\$ 278,460.00

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

YEAR	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)
2021	6	\$ 26.07	\$ 19.25	\$ 45.32	\$ 14,139.84
2022	6	\$ 26.85	\$ 19.85	\$ 46.67	\$ 14,561.04
2023	7	\$ 27.65	\$ 20.42	\$ 48.07	\$ 17,497.48
2024	7	\$ 28.48	\$ 21.03	\$ 49.51	\$ 18,021.64
2025	8	\$ 29.34	\$ 21.66	\$ 51.00	\$ 21,216.00

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

BID FORM

PROCESSING / DISPOSAL OF WASTEWATER PLANT BIOSOLIDS

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

PROPOSAL PLAN DESCRIPTION: Rolloff - 20 yard container - 12 ton average - Plus Fuel Surcharge - See Pricing Clarifications

ALUM CREEK WATER RECLAMATION FACILITY: 7767 Walker Wood Blvd., Lewis Center, Ohio						
TERM	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)	
2021	211	\$ 26.07	\$ 26.00	\$ 52.07	\$ 571,312.04	
2022	226	\$ 26.85	\$ 26.78	\$ 53.63	\$ 630,259.76	
2023	241	\$ 27.65	\$ 27.58	\$ 55.23	\$ 692,142.36	
2024	257	\$ 28.48	\$ 28.41	\$ 56.89	\$ 760,277.96	
2025	287	\$ 29.34	\$ 29.26	\$ 58.60	\$ 874,546.40	

OLENTANGY ENVIRONMENTAL CONTROL CENTER: 10333 Olentangy River Road, Powell, Ohio						
YEAR	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)	
2021	77	\$ 26.07	\$ 26.00	\$ 52.07	\$ 208,488.28	
2022	83	\$ 26.85	\$ 26.78	\$ 53.63	\$ 231,467.08	
2023	88	\$ 27.65	\$ 27.58	\$ 55.23	\$ 252,732.48	
2024	94	\$ 28.48	\$ 28.41	\$ 56.89	\$ 278,078.32	
2025	105	\$ 29.34	\$ 29.26	\$ 58.60	\$ 319,956.00	

LOWER SCIOTO WATER RECLAMATION FACILITY: 6579 Moore Rd, Delaware, Ohio						
YEAR	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)	
2021	6	\$ 26.07	\$ 26.00	\$ 52.07	\$ 16,245.84	
2022	6	\$ 26.85	\$ 26.78	\$ 53.63	\$ 16,732.56	
2023	7	\$ 27.65	\$ 27.58	\$ 55.23	\$ 20,103.72	
2024	7	\$ 28.48	\$ 28.41	\$ 56.89	\$ 20,707.96	
2025	8	\$ 29.34	\$ 29.26	\$ 58.60	\$ 24,377.60	

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

BID FORM

PROCESSING / DISPOSAL OF WASTEWATER PLANT BIOSOLIDS

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

PROPOSAL PLAN DESCRIPTION: Disposal Only (County to Haul to Crawford County Sanitary Landfill) - See Pricing Clarifications

ALUM CREEK WATER RECLAMATION FACILITY: 7767 Walker Wood Blvd., Lewis Center, Ohio					
TERM	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)
2021	211	\$ 26.07	\$ N/A	\$ N/A	\$ 286,040.04
2022	226	\$ 26.85	\$ N/A	\$ N/A	\$ 315,541.20
2023	241	\$ 27.65	\$ N/A	\$ N/A	\$ 346,509.80
2024	257	\$ 28.48	\$ N/A	\$ N/A	\$ 380,606.72
2025	287	\$ 29.34	\$ N/A	\$ N/A	\$ 437,870.16

OLENTANGY ENVIRONMENTAL CONTROL CENTER: 10333 Oleniangy River Road, Powell, Ohio					
YEAR	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)
2021	77	\$ 26.07	\$ N/A	\$ N/A	\$ 104,384.28
2022	83	\$ 26.85	\$ N/A	\$ N/A	\$ 115,844.60
2023	88	\$ 27.65	\$ N/A	\$ N/A	\$ 126,526.40
2024	94	\$ 28.48	\$ N/A	\$ N/A	\$ 139,210.24
2025	105	\$ 29.34	\$ N/A	\$ N/A	\$ 160,196.40

LOWER SCIOTO WATER RECLAMATION FACILITY: 6579 Moore Rd, Delaware, Ohio					
YEAR	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)
2021	6	\$ 26.07	\$ N/A	\$ N/A	\$ 8,133.84
2022	6	\$ 26.85	\$ N/A	\$ N/A	\$ 8,377.20
2023	7	\$ 27.65	\$ N/A	\$ N/A	\$ 10,064.60
2024	7	\$ 28.48	\$ N/A	\$ N/A	\$ 10,366.72
2025	8	\$ 29.34	\$ N/A	\$ N/A	\$ 12,205.44

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

MR. BULTS (MBI) FUEL TABLE

Fuel Base		\$ 2.80	Destination	Crawford County
Average Fuel Price based on:			Round Trip Miles	117
EAI Padd 2 Midwest			Surcharge/Mile	Surcharge/Load
\$ 1.9501	to	\$ 2.00	\$ (0.16)	\$ (18.72)
\$ 2.0001	to	\$ 2.05	\$ (0.15)	\$ (17.55)
\$ 2.0501	to	\$ 2.10	\$ (0.14)	\$ (16.38)
\$ 2.1001	to	\$ 2.15	\$ (0.13)	\$ (15.21)
\$ 2.1501	to	\$ 2.20	\$ (0.12)	\$ (14.04)
\$ 2.2001	to	\$ 2.25	\$ (0.11)	\$ (12.87)
\$ 2.2501	to	\$ 2.30	\$ (0.10)	\$ (11.70)
\$ 2.3001	to	\$ 2.35	\$ (0.09)	\$ (10.53)
\$ 2.3501	to	\$ 2.40	\$ (0.08)	\$ (9.36)
\$ 2.4001	to	\$ 2.45	\$ (0.07)	\$ (8.19)
\$ 2.4501	to	\$ 2.50	\$ (0.06)	\$ (7.02)
\$ 2.5001	to	\$ 2.55	\$ (0.05)	\$ (5.85)
\$ 2.5501	to	\$ 2.60	\$ (0.04)	\$ (4.68)
\$ 2.6001	to	\$ 2.65	\$ (0.03)	\$ (3.51)
\$ 2.6501	to	\$ 2.70	\$ (0.02)	\$ (2.34)
\$ 2.7001	to	\$ 2.75	\$ (0.01)	\$ (1.17)
\$ 2.80	to	\$ 2.8499	\$ -	\$ -
\$ 2.85	to	\$ 2.8999	\$ 0.01	\$ 1.17
\$ 2.90	to	\$ 2.9499	\$ 0.02	\$ 2.34
\$ 2.95	to	\$ 2.9999	\$ 0.03	\$ 3.51
\$ 3.00	to	\$ 3.0499	\$ 0.04	\$ 4.68
\$ 3.05	to	\$ 3.0999	\$ 0.05	\$ 5.85
\$ 3.10	to	\$ 3.1499	\$ 0.06	\$ 7.02
\$ 3.15	to	\$ 3.1999	\$ 0.07	\$ 8.19
\$ 3.20	to	\$ 3.2499	\$ 0.08	\$ 9.36
\$ 3.25	to	\$ 3.2999	\$ 0.09	\$ 10.53
\$ 3.30	to	\$ 3.3499	\$ 0.10	\$ 11.70
\$ 3.35	to	\$ 3.3999	\$ 0.11	\$ 12.87
\$ 3.40	to	\$ 3.4499	\$ 0.12	\$ 14.04
\$ 3.45	to	\$ 3.4999	\$ 0.13	\$ 15.21
\$ 3.50	to	\$ 3.5499	\$ 0.14	\$ 16.38
\$ 3.55	to	\$ 3.5999	\$ 0.15	\$ 17.55
\$ 3.60	to	\$ 3.6499	\$ 0.16	\$ 18.72
\$ 3.65	to	\$ 3.6999	\$ 0.17	\$ 19.89
\$ 3.70	to	\$ 3.7499	\$ 0.18	\$ 21.06
\$ 3.75	to	\$ 3.7999	\$ 0.19	\$ 22.23
\$ 3.80	to	\$ 3.8499	\$ 0.20	\$ 23.40

Table continues above and below at \$0.01/mile for every \$0.05 change



Rumpke Waste & Recycling

Fuel Surcharge Table - Revised 4/24/14

All Price Per Gallon Information from Department of Energy (DOE) - Midwest Region

DOE Avg. Price Per Gallon at Least:	Rumpke Fuel Surcharge Percent	DOE Avg. Price Per Gallon at Least:	Rumpke Fuel Surcharge Percent	DOE Avg. Price Per Gallon at Least:	Rumpke Fuel Surcharge Percent	DOE Avg. Price Per Gallon at Least:	Rumpke Fuel Surcharge Percent	DOE Avg. Price Per Gallon at Least:	Rumpke Fuel Surcharge Percent	DOE Avg. Price Per Gallon at Least:	Rumpke Fuel Surcharge Percent
\$1.20	1.22%	\$1.86	5.44%	\$2.52	9.61%	\$3.18	13.79%	\$3.84	17.96%	\$4.50	22.14%
\$1.21	1.28%	\$1.87	5.50%	\$2.53	9.68%	\$3.19	13.85%	\$3.85	18.03%	\$4.51	22.20%
\$1.22	1.35%	\$1.88	5.57%	\$2.54	9.74%	\$3.20	13.92%	\$3.86	18.09%	\$4.52	22.26%
\$1.23	1.41%	\$1.89	5.63%	\$2.55	9.80%	\$3.21	13.98%	\$3.87	18.15%	\$4.53	22.33%
\$1.24	1.48%	\$1.90	5.69%	\$2.56	9.87%	\$3.22	14.04%	\$3.88	18.22%	\$4.54	22.39%
\$1.25	1.54%	\$1.91	5.76%	\$2.57	9.93%	\$3.23	14.10%	\$3.89	18.28%	\$4.55	22.45%
\$1.26	1.60%	\$1.92	5.82%	\$2.58	9.99%	\$3.24	14.17%	\$3.90	18.34%	\$4.56	22.52%
\$1.27	1.67%	\$1.93	5.88%	\$2.59	10.06%	\$3.25	14.23%	\$3.91	18.41%	\$4.57	22.58%
\$1.28	1.73%	\$1.94	5.95%	\$2.60	10.12%	\$3.26	14.29%	\$3.92	18.47%	\$4.58	22.64%
\$1.29	1.80%	\$1.95	6.01%	\$2.61	10.18%	\$3.27	14.36%	\$3.93	18.53%	\$4.59	22.71%
\$1.30	1.86%	\$1.96	6.07%	\$2.62	10.25%	\$3.28	14.42%	\$3.94	18.60%	\$4.60	22.77%
\$1.31	1.92%	\$1.97	6.14%	\$2.63	10.31%	\$3.29	14.48%	\$3.95	18.66%	\$4.61	22.83%
\$1.32	1.99%	\$1.98	6.20%	\$2.64	10.37%	\$3.30	14.55%	\$3.96	18.72%	\$4.62	22.90%
\$1.33	2.05%	\$1.99	6.26%	\$2.65	10.44%	\$3.31	14.61%	\$3.97	18.79%	\$4.63	22.96%
\$1.34	2.12%	\$2.00	6.33%	\$2.66	10.50%	\$3.32	14.67%	\$3.98	18.85%	\$4.64	23.02%
\$1.35	2.18%	\$2.01	6.39%	\$2.67	10.56%	\$3.33	14.74%	\$3.99	18.91%	\$4.65	23.09%
\$1.36	2.24%	\$2.02	6.45%	\$2.68	10.63%	\$3.34	14.80%	\$4.00	18.98%	\$4.66	23.15%
\$1.37	2.31%	\$2.03	6.51%	\$2.69	10.69%	\$3.35	14.86%	\$4.01	19.04%	\$4.67	23.21%
\$1.38	2.37%	\$2.04	6.58%	\$2.70	10.75%	\$3.36	14.93%	\$4.02	19.10%	\$4.68	23.28%
\$1.39	2.44%	\$2.05	6.64%	\$2.71	10.82%	\$3.37	14.99%	\$4.03	19.16%	\$4.69	23.34%
\$1.40	2.50%	\$2.06	6.70%	\$2.72	10.88%	\$3.38	15.05%	\$4.04	19.23%	\$4.70	23.40%
\$1.41	2.56%	\$2.07	6.77%	\$2.73	10.94%	\$3.39	15.12%	\$4.05	19.29%	\$4.71	23.47%
\$1.42	2.63%	\$2.08	6.83%	\$2.74	11.01%	\$3.40	15.18%	\$4.06	19.35%	\$4.72	23.53%
\$1.43	2.69%	\$2.09	6.89%	\$2.75	11.07%	\$3.41	15.24%	\$4.07	19.42%	\$4.73	23.59%
\$1.44	2.76%	\$2.10	6.96%	\$2.76	11.13%	\$3.42	15.31%	\$4.08	19.48%	\$4.74	23.66%
\$1.45	2.82%	\$2.11	7.02%	\$2.77	11.20%	\$3.43	15.37%	\$4.09	19.54%	\$4.75	23.72%
\$1.46	2.88%	\$2.12	7.08%	\$2.78	11.26%	\$3.44	15.43%	\$4.10	19.61%	\$4.76	23.78%
\$1.47	2.95%	\$2.13	7.15%	\$2.79	11.32%	\$3.45	15.50%	\$4.11	19.67%	\$4.77	23.85%
\$1.48	3.01%	\$2.14	7.21%	\$2.80	11.39%	\$3.46	15.56%	\$4.12	19.73%	\$4.78	23.91%
\$1.49	3.08%	\$2.15	7.27%	\$2.81	11.45%	\$3.47	15.62%	\$4.13	19.80%	\$4.79	23.97%
\$1.50	3.14%	\$2.16	7.34%	\$2.82	11.51%	\$3.48	15.69%	\$4.14	19.86%	\$4.80	24.04%
\$1.51	3.20%	\$2.17	7.40%	\$2.83	11.57%	\$3.49	15.75%	\$4.15	19.92%	\$4.81	24.10%
\$1.52	3.27%	\$2.18	7.46%	\$2.84	11.64%	\$3.50	15.81%	\$4.16	19.99%	\$4.82	24.16%
\$1.53	3.33%	\$2.19	7.53%	\$2.85	11.70%	\$3.51	15.88%	\$4.17	20.05%	\$4.83	24.22%
\$1.54	3.40%	\$2.20	7.59%	\$2.86	11.76%	\$3.52	15.94%	\$4.18	20.11%	\$4.84	24.29%
\$1.55	3.46%	\$2.21	7.65%	\$2.87	11.83%	\$3.53	16.00%	\$4.19	20.18%	\$4.85	24.35%
\$1.56	3.52%	\$2.22	7.72%	\$2.88	11.89%	\$3.54	16.07%	\$4.20	20.24%	\$4.86	24.41%
\$1.57	3.59%	\$2.23	7.78%	\$2.89	11.95%	\$3.55	16.13%	\$4.21	20.30%	\$4.87	24.48%
\$1.58	3.65%	\$2.24	7.84%	\$2.90	12.02%	\$3.56	16.19%	\$4.22	20.37%	\$4.88	24.54%
\$1.59	3.72%	\$2.25	7.91%	\$2.91	12.08%	\$3.57	16.26%	\$4.23	20.43%	\$4.89	24.60%
\$1.60	3.78%	\$2.26	7.97%	\$2.92	12.14%	\$3.58	16.32%	\$4.24	20.49%	\$4.90	24.67%
\$1.61	3.84%	\$2.27	8.03%	\$2.93	12.21%	\$3.59	16.38%	\$4.25	20.56%	\$4.91	24.73%
\$1.62	3.91%	\$2.28	8.10%	\$2.94	12.27%	\$3.60	16.45%	\$4.26	20.62%	\$4.92	24.79%
\$1.63	3.97%	\$2.29	8.16%	\$2.95	12.33%	\$3.61	16.51%	\$4.27	20.68%	\$4.93	24.86%
\$1.64	4.04%	\$2.30	8.22%	\$2.96	12.40%	\$3.62	16.57%	\$4.28	20.75%	\$4.94	24.92%
\$1.65	4.10%	\$2.31	8.29%	\$2.97	12.46%	\$3.63	16.63%	\$4.29	20.81%	\$4.95	24.98%
\$1.66	4.16%	\$2.32	8.35%	\$2.98	12.52%	\$3.64	16.70%	\$4.30	20.87%	\$4.96	25.05%
\$1.67	4.23%	\$2.33	8.41%	\$2.99	12.59%	\$3.65	16.76%	\$4.31	20.94%	\$4.97	25.11%
\$1.68	4.29%	\$2.34	8.48%	\$3.00	12.65%	\$3.66	16.82%	\$4.32	21.00%	\$4.98	25.17%
\$1.69	4.36%	\$2.35	8.54%	\$3.01	12.71%	\$3.67	16.89%	\$4.33	21.06%	\$4.99	25.24%
\$1.70	4.42%	\$2.36	8.60%	\$3.02	12.78%	\$3.68	16.95%	\$4.34	21.13%	\$5.00	25.30%
\$1.71	4.48%	\$2.37	8.67%	\$3.03	12.84%	\$3.69	17.01%	\$4.35	21.19%	\$5.01	25.36%
\$1.72	4.55%	\$2.38	8.73%	\$3.04	12.90%	\$3.70	17.08%	\$4.36	21.25%	\$5.02	25.43%
\$1.73	4.61%	\$2.39	8.79%	\$3.05	12.97%	\$3.71	17.14%	\$4.37	21.32%	\$5.03	25.49%
\$1.74	4.68%	\$2.40	8.86%	\$3.06	13.03%	\$3.72	17.20%	\$4.38	21.38%	\$5.04	25.55%
\$1.75	4.74%	\$2.41	8.92%	\$3.07	13.09%	\$3.73	17.27%	\$4.39	21.44%	\$5.05	25.62%
\$1.76	4.80%	\$2.42	8.98%	\$3.08	13.16%	\$3.74	17.33%	\$4.40	21.51%	\$5.06	25.68%
\$1.77	4.87%	\$2.43	9.04%	\$3.09	13.22%	\$3.75	17.39%	\$4.41	21.57%	\$5.07	25.74%
\$1.78	4.93%	\$2.44	9.11%	\$3.10	13.28%	\$3.76	17.46%	\$4.42	21.63%	\$5.08	25.81%
\$1.79	5.00%	\$2.45	9.17%	\$3.11	13.35%	\$3.77	17.52%	\$4.43	21.69%	\$5.09	25.87%
\$1.80	5.06%	\$2.46	9.23%	\$3.12	13.41%	\$3.78	17.58%	\$4.44	21.76%	\$5.10	25.93%
\$1.81	5.12%	\$2.47	9.30%	\$3.13	13.47%	\$3.79	17.65%	\$4.45	21.82%	\$5.11	26.00%
\$1.82	5.19%	\$2.48	9.36%	\$3.14	13.54%	\$3.80	17.71%	\$4.46	21.88%	\$5.12	26.06%
\$1.83	5.25%	\$2.49	9.42%	\$3.15	13.60%	\$3.81	17.77%	\$4.47	21.95%	\$5.13	26.12%
\$1.84	5.32%	\$2.50	9.49%	\$3.16	13.66%	\$3.82	17.84%	\$4.48	22.01%	\$5.14	26.19%
\$1.85	5.38%	\$2.51	9.55%	\$3.17	13.73%	\$3.83	17.90%	\$4.49	22.07%	\$5.15	26.25%

**PROPOSAL FOR
DELAWARE COUNTY, OHIO
BIOSOLIDS HAULING AND DISPOSAL SERVICES**

**5.10 – Price; Proposal Bond
Clarifications**

Rumpke has provided 4 options for the services requested.

Option 1 and 2 will be provided by Tractor Trailers

1. Heavy haul trailer: 4 – 39’ long and 11’ high custom built trailers will be provided. MBI will exchange the trailers when requested. The trailers will haul approximately 35 tons. There is a 90-120 day lead time for 39’ trailers. Hauling and disposal will be charged per ton. Fuel surcharge will be added based on the invoice amount for hauling services only.
2. Standard haul trailer: 4 – 39’ long and 11’ high custom built trailers will be provided. MBI will exchange the trailers when requested. The trailers will haul approximately 25 tons. There is a 90-120 day lead time for 39’ trailers. Hauling and disposal will be charged per ton. Fuel surcharge will be added based on the invoice amount for hauling services only.

Fuel Surcharge – Please see MBI’s Fuel Surcharge Table

Option 3 will be provided by Roll-off Truck

3. Roll-off: Rumpke will provide 20-yard containers and will be exchanged upon request. The 20-yard container will haul a 12-ton average. Hauling and disposal will be charged per ton. Fuel surcharge will be added based on the invoice amount for hauling services only.

Fuel Surcharge – See Rumpke’s attached Fuel Surcharge Table

(Rumpke updates the fuel surcharge monthly and bases the surcharge amount on the corresponding diesel fuel price per gallon each month according to EIA/DOE prices. Our new pricing adjustment (last updated May 2014) adjusts .064 percent for every penny the price of diesel fuel increases each month. For example, if the diesel fuel price per gallon was

\$2.75 the last week of the preceding month, the fuel component of the charge would be 11.07 percent of your total invoice amount, excluding taxes.)

Option 4 – Disposal Only

4. Delaware County will haul biosolids to the Crawford County Landfill. All fees and surcharges included in the disposal rate.

Rumpke of Ohio, Inc. agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that Rumpke incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the County of Delaware, after negotiation with Rumpke of Ohio, Inc. and approval by the County of Delaware, adjust the rate by an amount commensurate with the increased operating cost incurred by Rumpke of Ohio, Inc.