



State of Ohio Environmental Protection Agency

STREET ADDRESS:

MAILING ADDRESS:

Lazarus Government Center  
122 S. Front Street  
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184  
www.epa.state.oh.us

P.O. Box 1049  
Columbus, Ohio 43216-1049

## RFB RELEASED FOR WORK AT THE RADER SCRAP TIRE SITE

Ohio EPA has released the Request for Bids (RFB) pertaining to scrap tire removal work at:

The Rader Scrap Tire Site  
4959 County Road 25  
Marengo, Harmony Township  
Morrow County, Ohio

The Rader RFB will be for the removal of an approximately **768,750 passenger car tire equivalents (7,687.5 tons of scrap tires) and up to 385 tons of solid waste.**

**A MANDATORY site visit will be held on August 24, 2004,** from 10:00 am to noon Eastern Daylight Savings Time. A representative of the company must sign in at the site in order to submit a bid.

For additional information contact Bob Large at (614) 728-5347 or bob.large@epa.state.oh.us , or Harry Smail at (614) 728-5323 or harry.smail@epa.state.oh.us, or you may fax them at (614) 728-5315. If you are interested in doing a file review of previous scrap tire removal contracts, please contact Greg Nichols at (614) 728-5327 to arrange a time for a file review.

**REQUEST FOR BID  
BY THE  
OHIO ENVIRONMENTAL PROTECTION AGENCY  
August 16, 2004**

The Ohio Environmental Protection Agency (Ohio EPA), Division of Solid and Infectious Waste Management (DSIWM), solicits bids to provide scrap tire abatement services including removal of whole scrap tires, scrap tire pieces, scrap tire processing byproducts, other rubber goods, and solid waste from the **Rader Scrap Tire Site** located at **4959 County Road 25, Marengo, Morrow County, Ohio**. Per Ohio Revised Code 3734.85(A), each contractor must be an owner or operator of a scrap tire recovery, storage, monocell, or monofill facility. Ohio facilities must have an appropriate and current solid waste license. A facility located in another state must be operating in compliance with the laws of that state. The transportation of scrap tires in Ohio must be done by an Ohio registered scrap tire transporter.

Bid Due Date & Time: September 17, 2004, 1:00 p.m. Eastern Daylight Savings Time (EDST)

Contractor Site Visit: August 24, 2004, 10:00 a.m. to noon, EDST

All questions shall be directed to Robert A. Large at:

Phone: (614) 728-5347 Fax: (614) 728-5315 E-mail: bob.large@epa.state.oh.us

Questions concerning the Request for Bid or Scope of Work must be submitted in writing to the address below. Written responses will be provided to all contractors.

All correspondence shall be delivered to: The Ohio Environmental Protection Agency  
Attention: Robert A. Large, DSIWM

Via U.S. Mail: Lazarus Government Center  
P.O. Box 1049  
Columbus, Ohio 43216-1049

Hand Delivered: Lazarus Government Center  
122 South Front Street  
Columbus, Ohio 43215

## **1.0 REQUEST FOR BID (RFB) OVERVIEW**

### **1.1 Request for Bid Organization**

This RFB is organized into three (3) sections and four (4) attachments totaling 45 consecutively numbered pages

**Sections:**

Section 1.0 Request for Bid Overview—includes organization, purpose, and time lines.

Section 2.0 Inquiries About the Request for Bid; Submission of Bid; Bid Contents and Format; Contractor Selection; Costs Incurred in Preparing Bid; and Trade Secret Information.

Section 3.0 Project Scope of Work and/or Specifications of Goods Required.

**Attachments:**

- Attachment 1 Contract - Rader Scrap Tire Abatement
- Attachment 2 Table for Computing Price for Bid Comparison
- Attachment 3 Specification of Criteria Used in Contractor Selection Process
- Attachment 4 Drawings and Photographs

1.2 Purpose of Request for Bid

This RFB is issued by the Ohio EPA, Division of Solid and Infectious Waste Management, to obtain the services specified in Attachment 1, Exhibit A, Scope of Work. The Contractor will be required to enter into a binding agreement to perform the work and/or supply the goods specified in Attachment 1, Exhibit A.

1.3 Request for Bid Timetable

The timetable below contains both firm and estimated dates. Ohio EPA reserves the right to reasonably adjust this timetable if it is in the best interest of the State of Ohio.

**Firm Dates**

RFB Issued:	August 16, 2004
Contractor Site Visit	10:00 am to noon, EDST, August 24, 2004
Deadline for Final Written Questions	5:00 pm EDST, August 26, 2004
Final Questions and Answers to be Faxed	August 30, 2004
Bids Due (Unless RFB Changed by Addenda)	1:00 pm EDST, September 17, 2004

**Estimated Dates**

Bid Award Announced:	September 30, 2004
State of Ohio Controlling Board Hearing:	October 25, 2004
Work and/or Supplying of Goods Begins Not Later Than (Contingent upon Controlling Board approval):	November 24, 2004

As the current General Assembly cannot commit a future General Assembly to an expenditure, the contract resulting from this RFB cannot extend beyond the

biennium ending June 30, 2005, unless affirmatively renewed by the issuance of a state purchase order or affirmatively renewed by another legally acceptable method.

## **2.0 INQUIRIES ABOUT THE REQUEST FOR BID; SUBMISSION OF THE BID; BID CONTENTS AND FORMAT; CONTRACTOR SELECTION; COSTS INCURRED IN PREPARING BID; AND TRADE SECRET INFORMATION**

### **2.1 Contractor Site Visit and Contractor Inquiries**

- 2.1.1 A Contractor Site Visit will be held on August 24, 2004, from 10:00 a.m. until noon Eastern Daylight Savings Time at the Rader Scrap Tire Site located at 4959 County Road 25, Marengo, Morrow County, Ohio. **This Site Visit is required for all interested Contractors who plan to bid on this project.** Interested Contractors will have the opportunity during the Contractor Site Visit to submit questions relative to the actual site and the drawings furnished as part of the RFB. Written responses to all questions will be provided to all attendees in accordance with the schedule furnished in Section 1.3. **The Contractor site visit is the only opportunity for interested Contractors to view the site.** The Rader site is private property and all entry prior to contract award must be with prior Ohio EPA concurrence. **Participation in the Contractor site visit is a prerequisite for a bid submission.** Contractor Site Visit attendees should dress appropriately for the field environment, including safety shoes, sun screen, mosquito and tick repellents, etc.
- 2.1.2 All appropriate questions will be addressed in writing as indicated on the schedule at Section 1.3. Written questions submitted at the site visit and written questions received by Ohio EPA/DSIWM by 5:00 pm EDT on August 26, 2004 will be answered in writing by Ohio EPA.
- 2.1.3 The Contractor shall verify any site-specific data provided by Ohio EPA prior to the Contractor using the data in the Contractor's bid preparation. If the Contractor chooses to use site-specific data provided by Ohio EPA without verifying the subject data, Ohio EPA will not be liable for any action resulting from the use of the subject data. Also, Ohio EPA will not be liable for any action resulting from the use of data provided by any other party.
- 2.1.4 The Contractor shall use its evaluation of conditions at the site to prepare its bid. A change order may be negotiated after the contract is awarded, but only for hidden conditions not readily apparent during the site visit (See Attachment 1, Article V, Section 3).
- 2.1.5 Drawings furnished by Ohio EPA will be used to prepare the bids. If any of this data is found to be inaccurate during contract

performance, a change order may be initiated if the changed conditions result in a modification of documented performance requirements.

2.1.6 All written questions must be received by Ohio EPA by 5:00 pm Eastern Daylight Savings Time on August 26, 2004. Written responses will be faxed to all Contractors who have complied with both Sections 2.1.1 and 2.1.2 above. Any questions received after this deadline will not be answered.

## 2.2 Bid Submittal

Four copies of the Contractor's bid are to be delivered not later than September 17, 2004, by 1:00 p.m., Eastern Daylight Savings Time. Bids or amendments to bids delivered after this time will not be considered. The Contractor's bid must include one original (**all documents signed in blue ink**) and three (3) copies. Incomplete submittals will be disqualified and returned to the bidder without review. Bids are to be delivered to the following address:

The Ohio Environmental Protection Agency  
Attention: Robert A. Large, DSIWM

Via U.S. Mail:                      Lazarus Government Center  
   P.O. Box 1049  
   Columbus, Ohio 43216-1049

Hand Delivered:                      Lazarus Government Center  
   122 South Front Street  
   Columbus, Ohio 43215

## 2.3 Bid Contents and Format

The following instructions describe the information the Contractor is required to submit, at a minimum, for its bid. The bid submitted shall be arranged in the order described below and must contain easily identifiable tab sheets separating each section. As further described in Sections 2.3.1 through 2.3.10, bids shall contain the following:

1. Signed Cover Letter/Executive Summary;
2. Contractor's Company Profile;
3. Personnel Profiles and Qualifications;
4. Technical Qualifications;
5. Itemized Cost Summary (in a separate, sealed envelope);
6. Signed Ohio Revised Code 3517.13(I) or (J) Affirmative Statement;
7. Signed Original IRS Form W-9;

8. Bid Guaranty and Contract Bond (As prescribed by Section 153.571, Ohio Revised Code) (in a separate, sealed envelope with the Cost Summary);
9. Signed Conflict of Interest Statement;
10. Current Certificate of Good Standing or Authority To Do Business in Ohio from the Office of the Secretary of State.

#### 2.3.1 Cover Letter/Executive Summary

The cover letter/executive summary shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Contractor. The letter shall provide a summary of the Contractor's services to be provided, and list the name, address, and telephone number of a contact person with authority to answer questions regarding the bid.

#### 2.3.2 Contractor's Company Profile

This section must include a discussion of the company's history, major business areas, number of personnel, and equipment applicable to this contract. This section should include the same information for any subcontractors projected to account for more than ten percent of the contract value. In addition, relative to the Rader project, the Contractor shall include:

1. List of relevant equipment currently owned or leased by the Contractor.
2. List of additional equipment, not currently owned or leased by the Contractor but needed to perform this contract, and a description of the arrangements to be made to secure its availability.

Per Ohio Revised Code 3734.85(A), each Contractor must be an owner or operator of a scrap tire recovery, storage, monocell, or monofill facility. Ohio facilities must have an appropriate and current solid waste facility license. A current license is one effective for the calendar year in which the proposal is submitted. A facility located in another state must be operating in compliance with the laws of that state. A copy of the current solid waste facility license must be included for Ohio scrap tire facilities. A current copy of the Contractor's Mobile Scrap Tire Recovery Facility license must also be included if on-site processing is proposed by the Contractor. Out-of-state facilities must include an equivalent license or a statement from the government agency regulating solid waste (or scrap tires) stating that the destination of the scrap tires is an appropriate destination in accordance with the laws and regulations of that state. The transportation of scrap tires in Ohio must be done by an Ohio registered scrap tire transporter. A copy of a current Ohio scrap tire

transporter registration certificate for the transporter to be used in the performance of this contract must be included.

### 2.3.3 Personnel Profiles and Qualifications

In addition to resumes of key personnel, provide a short summary of how each person will be employed on this project and the duties the person performed on similar projects.

### 2.3.4 Technical Qualifications

This section must describe the Contractor's approach, method, and specific steps for completing the work described in Attachment 1, Exhibit A, Scope of Work.

- 2.3.4.1. The Contractor shall include a project schedule based on the Contractor's Technical Approach shall be included.
- 2.3.4.2. The Contractor shall describe how they will meet the minimum of 65% recovery (recycling, energy recovery, or beneficial use) rate specified in Attachment 1, Exhibit A, paragraph 4.2. Letters of intent from the beneficial users or specific end user must be included.
- 2.3.4.3. Similar projects either completed or being performed by the Contractor must be listed with the name, address, and phone number of the individual who contracted with the Contractor for such projects. Ohio EPA reserves the right to investigate any stated project for reference purpose. Similarities between this scope of work and the projects listed should be explained. Past experience with handling and processing scrap tires shall be described with specific mention of the number of tires processed per year and/or the number of tires removed from each cleanup project. Final destination and use of the scrap tires from these similar projects must be described.
- 2.3.4.4. This section must also explain the nature and extent of any Contractor requested support expected from the Ohio EPA including securing of required permits, registrations, licenses, or approvals. These permits, registration, licenses, or approvals do not include the basic scrap tire facility license that must be held by the Contractor at the time of bid submittal to qualify for bidding on this effort per Ohio Revised Code 3734.85(A).

2.3.4.5 Lastly, examples of fire prevention and response, health and safety, and emergency response documents as discussed subsequently in paragraph 12 of the Scope of Work must be included in this section.

2.3.5 Itemized Cost Summary

The cost summary shall be submitted in a **separate, sealed envelope** marked "Bid Amount and Bid Guaranty and Contract Bond," for the entire scope of work described in Attachment 1, Exhibit A. The Bid Guaranty and Contract Bond, Attachment 1, Exhibit D, is to be placed in the sealed envelope since it must include the amount of the bid. Attachment 2, Table for Computing Price for Bid Comparison, shall be completed with all entries and calculations requested. The total cost computed in this table will be used for bid evaluation relative to other contractors' bids. The Bid Guaranty and Contract Bond amount must equal this total cost from Attachment 2.

2.3.5.1 The total cost listed on the Contractor's Attachment 2, Table for Computing Price for Bid Comparison, will be used for comparing bids as described in Attachment 3. The fully responsive bidder submitting the lowest adjusted cost bid for completing all the work in Attachment 1, Exhibit A, Scope of Work, within a reasonable time period following contract start shall be awarded the contract. Project completion must occur before June 30, 2005.

2.3.5.2 Rates shall be entered on Attachment 1, Exhibit B, Compensation Rates, and submitted as part of the itemized cost summary. Attachment 1, Exhibit B with the selected Contractor's proposed rates shall be incorporated into the contract when the contract is awarded.

2.3.5.3 Actual costs paid to the Contractor during the performance of the contract will be based on the costs per ton times the actual number of tons of scrap tires and solid waste removed per month. The costs of all supplies and consumables shall be included in the above rates and shall not be billed separately.

2.3.5.4 The Contractor's monthly projected billing for the duration of the contract is also required and should start with Contractor mobilization in month one.

2.3.6 Ohio Revised Code 3517.13(I) or (J) Affirmative Statement

The Affirmative Statement must be signed by an individual authorized to legally bind the Contractor.

2.3.6.1 Individual, Partnership, Association, Estate, or Trust

A vendor that is an individual, partnership, association (including, without limitation, a professional association organized under Chapter 1785. of the Revised Code), estate, or trust shall include in its bid an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committees, consistent with the restrictions of Section 3517.13(I) of the Ohio Revised Code.

2.3.6.2 Corporation or Business Trust

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its bid an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committees, consistent with the restrictions of Section 3517.13(J) of the Ohio Revised Code.

2.3.7 Conflicts of Interest

The Conflicts of Interest statement must be signed by an individual authorized to legally bind the Contractor. The Contractor shall include a statement that neither Contractor or any personnel of Contractor have any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement. This statement shall also include a commitment by the Contractor that if the Contractor or any personnel of Contractor acquire, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, such

person shall immediately disclose his or her interest to the Ohio EPA in writing, in conformance with Article IV, Sections 24 and 25 of the contract.

In addition, the Contractor shall also include in the statement that the Contractor and any personnel of Contractor shall at all relevant times comply with Ohio Revised Code 102.04, the Ohio Ethics Law, and that the Contractor shall immediately disclose any nonconformity to the Ohio EPA in writing, in accordance with Article IV, Sections 26 and 27 of the contract.

#### 2.3.8 Signed Original IRS Form W-9

A completed IRS Form W-9 with original signatures (blue ink) for the primary contractor must be submitted as part of the bid package.

#### 2.3.9 Bid Guaranty and Contract Bond

Include the Bid Guaranty and Contract Bond, Attachment 1, Exhibit D, with the cost summary in the **separate, sealed envelope** marked "Bid Amount and Bid Guaranty and Contract Bond." The amount of the Bid Guaranty and Contract Bond to be submitted with this bid shall equal the total bid price calculated for Section 2.3.5 above.

#### 2.3.10 Certificate of Good Standing or Authority To Do Business in Ohio from the Office of the Secretary of State

The Contractor shall obtain and submit with the bid a Certificate of Good Standing or Authority To Do Business in Ohio from the Office of the Secretary of State of Ohio. The form submitted must be current and be dated by the Office of the Secretary of State not more than thirty days prior to the bid due date in Section 1.3 above.

### 2.4 Contractor Selection

The Contractor will be chosen by Ohio EPA based upon the qualifications submitted in Section 2.3 above. The contract bid must contain all of the items required in Section 2.3 above. Any omissions will be grounds for disqualification before that Contractor's bid is opened. Failure to fully and adequately document the Contractor's company profile, personnel profiles and qualifications, or technical qualifications may result in disqualification. Bids submitted shall be evaluated using Attachment 3, Specification of Criteria Used in Contractor Selection Process. Later discovery that any information requested was not fully or accurately supplied may be grounds

for termination of the contract with the Contractor, at the sole discretion of the Ohio EPA.

Except where the Ohio EPA has determined that award of the contract would not be in the best interest of the Ohio EPA or the State, the contract will be awarded to the bidder best satisfying the criteria set forth in Attachment 3. A contract will be executed with the selected Contractor. See Attachment 1, Contract - Rader Scrap Tire Abatement, for a draft copy of the Ohio EPA Contract. The selected Contractor shall, among other things, be required to comply with the terms and conditions set forth in the Ohio EPA Contract. Upon failure to enter into a contract with the selected Contractor within seven calendar days of award, Ohio EPA shall proceed with the Contractor submitting the next best qualified bid. Ohio EPA reserves the right to seek clarification and additional information from any Contractor submitting a bid, as long as such information does not materially affect the bid.

#### 2.5 Costs Incurred in Preparing Bid

All costs incurred in the preparation of the bid shall be borne by the Contractor and Ohio EPA will not contribute to the payment of such costs.

#### 2.6 Trade Secret Information

All bids submitted shall become the property of Ohio EPA. All information submitted by the Contractor will be considered to be public information unless the Contractor specifically demonstrates, in writing and to the satisfaction of the Director of the Ohio EPA, that the information constitutes confidential or proprietary information or trade secret information. The Director of the Ohio EPA will make the determination whether the information constitutes confidential or proprietary information or trade secret information.

### **3.0 PROJECT SCOPE OF WORK AND/OR SPECIFICATIONS OF GOODS REQUIRED**

#### 3.1 General Scope of Work

See Attachment 1 for the complete contract. Articles I through VI of the contract contain specific information about this contract and define a number of terms relative to this contract. Attachment 1, Exhibit A is the actual Scope of Work. Attachment 1, Exhibit B is a form to be completed by the Contractor as part of the Contractor's cost estimate to specify compensation rates for the Scope of Work. Attachment 1, Exhibit C is a table to be completed by the Contractor during the performance of the Contract and is titled, Table for Billing the Actual Monthly Price. Attachment 1, Exhibit D is

the Bid Guaranty and Contract Bond form to be completed by the Contractor and submitted with the Contractor's cost estimate.

**Attachment 1**

**CONTRACT**

This Agreement is made by and between the Director of the Ohio Environmental Protection Agency (Director) on behalf of the Ohio Environmental Protection Agency (Ohio EPA or Agency) and the <Contractor> located at <address> and the Contractor's agents, successors, and assigns. In consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

**ARTICLE I**

**Contract and Coordination**

1. The Contractor shall successfully perform and complete and remain responsible for all work to be performed under this Agreement. Consistent with the terms of this Agreement, the Contractor shall coordinate all work with the Ohio EPA through the Director of the Ohio EPA, or his designee, who shall be known as the "Contract Manager." The initial Contract Manager for this Agreement shall be Robert A. Large. Any questions or disputes regarding the duties of the Contractor shall be resolved by the Director of Ohio EPA or the Contract Manager. The Ohio EPA's Contract Manager shall be responsible for: a) evaluating whether the Contractor's performance complies with this Agreement; and b) authorizing any payment of compensation to the Contractor. A Project Manager and Project Coordinator may be appointed by letter by the Contract Manager after award of this contract.
  
2. All notices, requests, or other communication or payments hereunder shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid as follows:

(a) If to the Ohio EPA

US Mail to:

Ohio EPA, DSIWM  
Attn: Robert A. Large  
P.O. Box 1049  
Columbus, Ohio 43216-1049

Hand Deliver to:

Ohio EPA, DSIWM  
Attn: Robert A. Large  
122 South Front Street  
Columbus, Ohio 43215

(b) If to the Contractor:

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All notices, requests or other communications or payments shall be effective as of the date when actually received by the party to whom such notices, requests, or other communication is addressed. Either party may change the person to whom and/or the address at which notices, requests, or other communications or payments may be delivered to it by providing written notice of such new person and/or such new address to the other party.

## **ARTICLE II**

### **Statement of Work**

1. The Contractor is responsible for ensuring the performance of its duties and obligations arising under this Agreement. The Contractor shall successfully perform and complete the work and activities set forth in the Scope of Work (the "Work"), Exhibit A, which is attached hereto, made a part hereof, and incorporated by reference as if fully written herein.
2. Unless the requirements of this paragraph are amended per Article IV, Paragraph 2, all documents and other writings, information, photographs, software, and all other materials and property prepared, developed, created, or discovered by the Contractor, under or in connection with this Agreement, shall become the property of the Ohio EPA at the termination of this Agreement. The Contractor shall allow the Director, and such other persons as the Director shall designate, reasonable access to all documents and other writings, information, photographs, software, and all other materials and property prepared, developed, created, or discovered by the Contractor, under or in connection with this Agreement, for the purpose of examining and copying such documents and writings. At the termination of this Agreement, the Contractor may be required to deliver to the Ohio EPA all documents and other writings, information, photographs, software, and all other materials and property prepared, developed, created, or discovered by the Contractor, under or in connection with this Agreement.
3. The parties agree that the term of this Agreement runs as specified in Article VI of this contract. This Agreement may not be extended except upon written agreement by all parties to this Agreement.

## **ARTICLE III**

### **Compensation**

1. **Compensation)** The Ohio EPA shall compensate the Contractor in accordance with Exhibit B, which is attached hereto, made a part hereof, and incorporated by reference as if fully written herein. The Ohio EPA shall have the right, at reasonable times, to audit the Contractor's financial records, and to take such other action as

is necessary, to verify the accuracy of the amounts of compensation claimed hereunder.

2. **(Records)** The Contractor shall keep all financial records relating to this Agreement in a manner consistent with generally accepted accounting procedures. Documentation supporting charges shall be filed in a manner allowing it to be readily located.
3. **(Compensation)** The compensation set forth in this contract shall constitute the sole and exclusive consideration offered or furnished by the Ohio EPA for the performance of services by the Contractor. The Ohio EPA shall make no payments on behalf of the Contractor into any fringe benefit program, medical insurance plan, worker's compensation fund or unemployment compensation fund available to employees of the Contractor.
4. **(Expenses)** No expenses incurred by the Contractor resulting from use of a vehicle for contract work shall be reimbursed.
5. **(Expenses)** Any reimbursable expenses, as specifically provided for in Exhibit B of this Agreement, shall be paid in accordance with the requirements and rates set forth in Rule 126-1-02 of the Ohio Administrative Code.
6. **(FOB Delivery)** All deliveries shall be delivered by the Contractor to the Ohio EPA without charge to the Ohio EPA, i.e. FOB Destination.
7. **(Invoices)** As a condition of payment by the Ohio EPA, the Contractor shall submit to the Ohio EPA monthly invoices in a form acceptable to the Ohio EPA, which shall identify by line item the work performed by the Contractor chargeable to this contract and/or the charges for goods supplied by the Contractor. The invoices shall be sent to Robert A. Large, at the following address:  
  
Division of Solid and Infectious Waste Management  
Ohio Environmental Protection Agency  
P.O. Box 1049  
Columbus, Ohio 43216-1049
8. **(Invoices)** Subsequent to the delivery of goods or services that conform to the terms of this Agreement to the satisfaction of the Director or his representative, the Contractor shall submit proper invoices. A proper invoice is defined as being free from discrepancies and errors and one that:
  - a. Includes the Contractor's name and address as designated in this Agreement;
  - b. Includes the Contractor's Federal Employer Identification Number or Social Security Number, as appropriate;

- c. Includes the address to which the invoice is to be submitted:
- d. Includes the Purchase Order number, if any, authorizing the purchase of goods or services;
- e. Includes a description of the goods or services, including time period delivered or rendered, location of the scrap tire site, unit price, quantity, and total price of goods or services delivered or rendered. If the invoice is for lease purchases, the payment, e.g., 1 of 36, shall also be indicated;
- f. Is for goods or services that conform to the terms of this Agreement to the satisfaction of the Director or his representative; and
- g. Includes Exhibit C as a summary of the month's invoice in addition to the detailed information specified in paragraph (e) above.

Invoices that are not proper, either because they are defective in form or are for noncomplying goods or services, shall be returned unpaid to the Contractor within fifteen (15) days, noting areas for correction. Any invoice returned to the Contractor must be resubmitted to Ohio EPA in proper form within 14 days or the invoice may be permanently rejected at the sole discretion of Ohio EPA.

- 9. **(Payments)** Payments under this Agreement shall be due on the 45<sup>th</sup> calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. Ohio Revised Code Section (R.C.) 126.30 is applicable to this Agreement and requires payment of interest on overdue payments as provided in R.C. 126.30(E).
- 10. **(Access to Records)** During the period covered by this contract and until the expiration of three years after final payment under this contract, the Contractor agrees to provide the State, its duly authorized representatives of any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract. The Contractor shall, for each subcontract (if a subcontract is permitted) in excess of two thousand five hundred dollars (\$2,500.00), require its subcontractors to agree to the same provisions of this Article.

## **ARTICLE IV**

### **General Provisions**

1. **(Entire Agreement)** This Agreement, and the bid package submitted by the Contractor, establishes the rights, duties, and obligations of the parties and supercedes all other prior agreements.
2. **(Change)** No change or termination (other than as specified in Paragraph 6 or Paragraph 8 of this Article) of any of the provisions of this Agreement shall be binding upon the parties unless in writing and signed by all parties. No waiver of any breach or other violation of any part of this Agreement shall be deemed to be a waiver of any future violation or breach of such part or a waiver of any breach or violation of any other part of this Agreement.
3. **(Execution)** Two or more copies of this Agreement may be executed contemporaneously, each of which copy shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. **(Headings)** The headings of provisions of this Agreement are designed merely to assist the reader and should not be utilized to interpret the terms hereof.
5. **(Gender References)** Reference to one gender shall be construed to include reference to the other gender where appropriate.
6. **(Funding Contingency)** It is understood by the parties to this Agreement that the Ohio EPA's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is terminated as of the date the funding expires without further obligation of the Ohio EPA. This Agreement is subject to R.C. 126.07, which provides, in part, that the obligations of the Ohio EPA under this Agreement shall not be valid and enforceable unless the Director of the State of Ohio Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.
7. **(Biennium Limitation)** Because the current General Assembly cannot commit a future General Assembly to an expenditure, contracts cannot extend beyond a biennium unless affirmatively renewed by the issuance of a state purchase order or affirmatively renewed by another legally acceptable method.
8. **(Termination)** The Director may immediately terminate this Agreement, by notifying the Contractor, if in the Director's judgment or the judgment of his or her representative: a) the Contractor fails to satisfactorily perform any requirement or specific provision of this Agreement; b) the Contractor makes an assignment for the benefit of creditors; or c) upon discovery that the Contractor failed to fully and adequately document the Contractor's company profile, personnel profiles and qualifications, or technical qualifications in the bid package; or d) upon other just cause. The Director may also immediately terminate this Agreement if proceedings in bankruptcy, or any other act or law, whether state or federal, for the relief of debtors, now or during the duration of this Agreement, shall be commenced by or

against the Contractor. The Director may, at any time upon written notice to the Contractor, terminate the Contract in whole or in part for convenience and without cause. In the event of termination, the Contractor shall take all reasonable measures to mitigate the amounts due hereunder. Within seven days of termination, the Contractor shall submit to the Ohio EPA a final invoice. The Director shall pay the Contractor only for those goods or services which the Director or his or her representative determines are satisfactory in accordance with this Agreement. In addition, the Director may purchase replacement goods and/or services of comparable quality on the open market. Any costs or additional expenses incurred, in excess of the agreed upon price, shall be assessed to the Contractor and the Contractor shall be liable to the Ohio EPA therefor. The Director does not waive the right to insist upon future compliance with the Agreement specifications when there is any undiscovered delivery of nonconforming goods or services. In addition, the Director reserves the right to seek any and all other available legal and equitable remedies.

9. **(Regarding Contracts for Goods - Contractor Warrants)** Contractor hereby warrants that Contractor will have good title to, and the right to ship, deliver, and install any and all goods supplied by Contractor to Ohio EPA under this Agreement. Contractor further warrants that all such goods, and each and every part thereof, will be delivered and/or installed in good condition, free from any defect and free from any security interest or other lien or encumbrance or the like. Contractor further warrants that all such goods and each and every part thereof supplied by Contractor under this Agreement will be installed in a workmanlike manner.
10. **(Non-assignability)** All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, neither party may assign any of its respective rights or obligations hereunder without the prior written consent of the other. No assignment, if any, shall operate to release the Contractor from its liability for the performance of its obligations under this Agreement.
11. **(Subcontracting)** The Contractor may not subcontract its rights or obligations hereunder without the prior written consent of the Ohio EPA.
12. **(Governing Law)** This Agreement shall be interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio. In the event that any provision of this Agreement conflicts with any applicable federal, state, or local law or regulation, the law or regulation shall control.
13. **(Severability)** A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

14. **(Contractor Liability)** The Contractor is performing services under this Agreement as an independent contractor and is not an agent or employee of the Ohio EPA or the State of Ohio. The Contractor shall be liable for personal injury or property damage due to any act or omission of the Contractor or the Contractor's employee(s), subcontractor(s), agent(s), or representative(s) in the performance of the duties and requirements of this Agreement. The Contractor shall protect and indemnify the Ohio EPA, the Ohio EPA's employees, and the State of Ohio from and against any and all kinds and amounts of liabilities, obligations, losses, damages, injuries, claims, demands, penalties, causes of action, and costs and expenses, including reasonable attorney fees arising out of or in any way connected with any act or omission of the Contractor or the Contractor's employee(s), subcontractor(s), agent(s), or representative(s) in the performance of the duties and requirements of this Agreement. The Contractor agrees to defend the Ohio EPA, the Ohio EPA employees, and the State of Ohio against any and all claims or legal actions arising out of the performance of this Agreement, if called upon to do so by the Ohio EPA, an Ohio EPA employee, or the State.
15. **(Liability Limited)** The Ohio EPA's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Contractor under Article III or the amount of direct damages incurred by Contractor, whichever is less. The Contractor's sole and exclusive remedies for the Ohio EPA's, an Ohio EPA employee's, or the State's failure to perform under the contract shall be as set forth in this paragraph. In no event shall the Ohio EPA, any Ohio EPA employee, or the State of Ohio be liable for any indirect or consequential damages, including loss of profits, even if any of these parties knew or should have known of the possibility of such damages.
16. **(Hiring Responsibility)** The Contractor shall be solely responsible for the hiring of all its employees, subcontractors, agents, and representatives. The Contractor states that all personnel involved in the performance of this Agreement shall be properly qualified, trained, competent, and shall be appropriately medically monitored during the activities undertaken.
17. **(Non-discrimination)** Pursuant to R.C. 125.111, the Contractor agrees that in the hiring of any employee or any subcontractor (if a subcontractor is permitted) for the performance of work under this contract, the Contractor shall not, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this State in the employment of a person qualified and available to perform the work to which this Agreement relates. The Contractor further agrees that it shall not in any manner discriminate against, intimidate, or retaliate against any individual hired for the performance of work under this Agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry. The requirements of this paragraph shall apply to employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff, termination, rates of pay and other forms of compensation, and selection for training and apprenticeship.

18. **(Affirmative Action)** The Contractor represents that, if required by R.C. 125.111, it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and will file a description of that program and a progress report on its implementation annually with the Ohio Civil Rights Commission and the Minority Business Development Office.
19. **(Governor Orders)** The Contractor, as a term of this Agreement, shall comply with all applicable Ohio Governor Executive Orders.
20. **(Payroll Requirements)** In the performance of this Agreement, the Contractor further agrees: a) to comply with all applicable requirements regarding Workers Compensation, payment of wages, and deductions; b) to pay taxes and make social security and unemployment contributions; and c) to make all required payroll deductions and/or payments.
21. **(Federal Statutes and Orders)** In the performance of this Agreement, the Contractor further agrees to comply with the Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973 and all applicable Federal Executive Orders.
22. **(Drug-free Workplace)** By entering into this Agreement, the Contractor hereby certifies that, in the performance of this Agreement, the Contractor will maintain a drug-free workplace and that the Contractor will not engage in or allow the unlawful manufacture, sale, transfer, distribution, dispensation, possession, or use of a controlled substance. ("Controlled substance" is defined in R.C. 3719.01(D).) The Contractor also agrees to comply with the Federal Drug-Free Workplace Act of 1988. (See 41 USC Section 701, et. seq.)
23. **(Campaign Contributions)** The Contractor affirms that, as applicable to the Contractor, no party listed in R.C. 3517.13(I) or R.C. 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
24. **(Conflicts of Interest: Acquired Interests)** In the performance of this Agreement, Contractor agrees that neither Contractor nor any personnel of Contractor shall, prior to the completion of the duties and obligations of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement.
25. **(Conflicts of Interest: Participation)** Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of Paragraph 24 above, shall immediately disclose his or her interest to the Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless the Ohio EPA shall determine that, in

light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

26. **(Conflicts of Interest: Ohio Ethics Law)** In the performance of this Agreement, Contractor agrees that Contractor shall at all relevant times comply with Ohio Revised Code 102.04.
27. **(Conflicts of Interest: Non-conformity)** In the performance of this Agreement, any person who is not in conformity with Ohio Revised Code 102.04, shall immediately disclose said nonconformity to the Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement.
28. **(All Other Laws)** In the performance of this Agreement, the Contractor agrees to comply with all other applicable federal, state, and local laws not specifically mentioned herein.
29. **(Self-promotion)** Any use of or reference to this Agreement, or the existence thereof, by the Contractor to promote the business of the Contractor is prohibited, unless otherwise agreed to in writing by the Director of the Ohio EPA.
30. **(Supersedence)** This Agreement and the bid package submitted by the Contractor constitutes the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter hereof, and may not be modified or extended except by an agreement in writing signed by each of the parties hereto, provided that any such modification shall comply with and be subject to any statutory or regulatory requirements or restrictions placed upon Ohio EPA's authority to enter into agreements. As such, no party to this Agreement may rely on any oral representations made either prior to or during the term of this contract, but shall only rely upon the written terms of this Agreement and any proper modifications hereto.
31. **(Change Order)** A change order is a document authorized by the Agency, issued after execution of the Contract, which authorizes a change in the Work or an adjustment in the Contract price or Contract time.
32. **(Contract Documents)** Contract documents are, collectively, the Drawings, Specifications, Addenda, Request for Bid, Contract and Attachments, Bond, Bulletins, Change Orders, Change Order Procedure and Standard Conditions of the Contract (General and Special).
33. **(Stop Work Order)** The Director may issue a stop work order to the Contractor, when in his opinion, Contractor activities create an unsafe work environment or are a threat to human health or the environment. The Director also may issue a stop work notice if scrap tire fee revenue fails to meet projections or if funds available are not sufficient to pay for scheduled scrap tire removal activities.

34. **(Certification Against Unresolved Findings for Recovery)** Contractor represents that it is not subject to an “unresolved” finding for recovery under R.C. 9.24. If the warranty is deemed to be false, this Contract is void *ab initio* and the Contractor must immediately repay to the State any funds paid under this Contract.

## **ARTICLE V**

### **Contract Changes**

1. Emergency
  - 1.1 In the event of an emergency affecting the safety of persons, the Project or adjacent property, the Contractor, without special instruction or authorization, shall act to prevent any threatened damage, injury or loss.
  - 1.2 The Contractor shall give the Agency written notice if the Contractor believes that any significant change in the Work or variation from the Contract Documents has been caused by any emergency or action taken in response to an emergency.
  - 1.3 If the Agency determines that a change in the Contract Documents be made because of any emergency or action taken in response to an emergency, a Change Order will be issued.
2. Extraordinary Circumstance Reporting. As to all activities under this Agreement, immediately upon having or obtaining knowledge, the Contractor shall notify the Agency of all changes in circumstances affecting it and/or any Subcontractor(s) that pertain to, or that could materially affect, cost and/or completion of services required herein. Such circumstances shall include, but shall not be limited to, the following: labor disputes; changes in its or its Subcontractor(s)' insurance, bonding and/or financial condition; changes in corporate ownership; and changes in the availability of personnel, equipment, materials, other resources, and/or transportation, storage, processing and disposal capabilities. Accidents that involve a release of contaminants, significant personal injury, or which materially affect work under this Agreement shall be verbally reported immediately after their occurrence to the Project Coordinator, Project Manager, and Contract Manager. This verbal reporting shall be followed by a written report of the incident within seven (7) calendar days of the occurrence.
3. Change Order
  - 3.1 The Agency, without invalidating the Contract, may at its sole discretion order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. To the extent the Contract time or Contract price are affected, the Contract will be equitably adjusted by

Change Order in accordance with this Article and the Change Order Procedure.

- 3.2 The Contractor shall not proceed with any change in the Work without the required written authorization.
- 3.3 The Agency reserves the right to cancel or modify any Change Order authorization, or terminate and re-bid the contract if the Change Order significantly affects the cost of the contract to Ohio EPA.
- 3.4 A maximum overhead rate of seven (7) percent shall be allowed for Work performed under this contract for the Contractor by a subcontractor as the result of an approved Change Order.
- 3.5 The Contractor may request changes in the Scope of Work. Such request shall be submitted to the Agency, in a form designated by the Agency, pursuant to Article I, Paragraph 2. All change orders shall be fully and properly completed upon submission prior to the commencement of any work authorized by said change order. The Agency shall approve the Scope of Work. No work shall be commenced, nor shall any change order be effective, nor any compensation paid, until the change order submitted by the Contractor is approved in writing by the Ohio EPA.

## **ARTICLE VI**

### **Contract Period of Performance**

The Contractor shall start work within thirty days of Contract signature by the Director and shall complete all work by June 30, 2005.

## **ARTICLE VII**

### **Contract Funding**

1. The Agency shall pay the Contractor for the performance of this Contract, subject to additions and deductions as provided in the Contract Documents, the maximum amount of *<dollar amount>* (the "Contract Price"), based upon the bid form, dated *<bid submittal date>* submitted by the Contractor attached hereto. When a revised estimate to complete is submitted by the Contractor and approved by the Agency, a revised maximum Contract Price may be established by Change Order.
2. This compensation shall constitute the sole and exclusive consideration offered or furnished by the Agency for the services provided by the Contractor and no minimum amount is expressed or implied.



## EXHIBIT A

### Scope of Work

The Contractor shall furnish all labor, materials, utilities, equipment, permits, tools, services, and operations required to complete the work and related work as specified below. The Contractor shall recycle or dispose of all tires, tire residuals, contaminated soils, and all other wastes resulting from the performance of this contract in accordance with local, state, and Federal laws and regulations. The Contractor hereby agrees that the Scope of Work to be performed under this contract shall be as follows:

1. An estimated 615,000 passenger tire equivalents (PTE = 20 pounds of tire material) and 385 tons of associated solid waste are at the Rader Scrap Tire Site. This estimate like all scrap tire estimates is generally accurate within plus or minus 25 percent, thus the most probable quantity of tires ranges from 461,250 to 768,750 PTE. The tires are a mixture of whole passenger tires, truck tires, and off-the-road tires. In addition, a few tire pieces, tires mounted on rims, and solid waste may be mixed in with the whole tires.
2. The scrap tires have been discarded several years ago on this fifteen acre parcel located at 4959 County Road 25, just west of I-71 as shown on the pictures provided in Attachment 4. All scrap metal, wood debris and other non-rubber wastes found intermingled with the scrap tires shall also be removed from the site as solid wastes. Other site conditions are summarized below.
  - 2.1 Electricity is not available on site. The Contractor shall arrange for installation and purchase any electrical service desired.
  - 2.2 No known sources of process or potable water are available at the site.
  - 2.3 No sanitary facilities are available on site.
  - 2.4 Several utility lines (some low lying lines) are located near the buildings along the southern side of Rader property.
  - 2.5 No ground water monitoring wells are located on-site, nor will any be constructed as part of this contract.
  - 2.6 No truck scales are located on-site and the Contractor shall make arrangements for use of a nearby truck scale to obtain computer printed weigh receipts for each truck load of material leaving the site. The weight of the truck empty as well as the weight of the truck loaded will be determined using the same scale.
3. The Contractor will be solely responsible for any damages caused by the Contractor and any of his subcontractors to private or public property.

- 3.1 Prior to site mobilization the Contractor shall have a surveyor place appropriate visible markers to identify all Rader property boundaries.
  - 3.2 Additionally, prior to commencement of scrap tire removal, the Contractor shall place protective barriers around all utility poles, monuments, and other improvements on the Rader Scrap Tire Site that are located within the Contractor's work zone.
4. The tires located at the Rader Scrap Tire Site are comprised almost entirely of passenger tires. A few truck tires and off-the-road tires have been mixed into the tire piles. The Contractor shall remove all tires from the Rader Scrap Tire Site to an appropriate destination. In addition, the piles may contain tire pieces, a wide variety of other rubber items, scrap tire processing byproducts, and other solid waste. All such material found in the tire piles shall be removed to an appropriate destination.
  - 4.1 Appropriate destinations included licensed and exempt Ohio scrap tire facilities, licensed Ohio solid waste facilities, approved Ohio scrap tire beneficial use sites, and facilities or sites located outside of Ohio which are operated in compliance with the laws and regulations of the host state.
  - 4.2 A minimum of sixty-five percent (65%) of the whole scrap tires removed from the site shall be recycled, used as tire derived fuel, or used for an approved scrap tire beneficial use. (If tires are beneficially used outside of Ohio, the beneficial use rules of that state apply.) Ohio EPA desires to equal or exceed the current statewide and national recycling rate for scrap tires with contracts issued for Ohio's scrap tire abatement program.
  - 4.3 During the removal process, the Contractor may sort the tires by type or size and separate out the solid wastes into temporary working piles. The Contractor shall not create any temporary working piles of segregated tires or solid waste during this process that exceed 2,500 square feet in basal area or 8 feet in height. The Contractor shall maintain a 56 foot fire lane on all sides of these temporary working piles.
  - 4.4 When processing the scrap tires on site into tire shreds which are four inches or less in all dimensions, the Contractor shall not create a pile of tire shreds larger than 5,000 square feet in basal area or 8 feet in height. If the tire shreds produced on site exceed four inches in any dimension the pile shall be limited to 2,500 square feet in basal area and 8 feet in height.
  - 4.5 Storage piles created by the Contractor shall comply with Ohio Administrative Code (OAC) 3745-27-60 if the Contractor is only loading and hauling. Storage piles created by the Contractor shall comply with OAC 3745-27-67 when the Contractor operates a mobile scrap tire recovery facility on-site.

5. The Contractor shall restrict all of its scrap tire operations at the Rader Scrap Tire Site to daylight hours only. The Contractor shall provide twenty-four (24) hour notification to the Ohio EPA Contract Manager by E-Mail or fax of the Contractor's intent to work during weekends or on holidays.
  - 5.1 At all times commencing with site mobilization through site demobilization, the Contractor shall provide continuous twenty-four (24) hour per day, seven (7) day per week access control at the Rader Scrap Tire Site to prevent the illegal dumping of additional scrap tires at the site, to control access to the site, and provide a watch for fires and vandalism at the site. During tire removal operations, the Contractor shall station at least one person on site at all times who is equipped with a telephone or similar communication device providing direct communication to local emergency response agencies.
  - 5.2 At least one person possessing a current American Red Cross or equivalent certificate of CPR and First Aid training shall be present on site during operating hours.
  - 5.3 In addition to notifying the proper local authority (ies) of any emergency situation, accident, or other unusual occurrence that happens during the performance of this Contract, the Contractor shall also report the incident to the Ohio EPA Contract Manager as soon as reasonably practical but not less than one working day after occurrence.
6. The Contractor shall monitor the condition of access roads and fire lanes. Any portions of the roads judged inadequate for access by fire trucks and other emergency vehicles in all weather conditions shall be documented and reported to Ohio EPA in the monthly report. The Contractor shall document holes, ruts, and soft areas in the access roads and fire lanes and repair them in a timely manner. If weather or traffic conditions cause excessive road deterioration, the contractor shall request a contract change order.
  - 6.1 The Contractor shall maintain their immediate work areas either closely mowed or cleared of all vegetation. In addition, the Contractor shall maintain access roads and fire lanes clear of all tires, tire pieces, and parked, unattended vehicles.
  - 6.2 The Contractor shall remove tires and solid waste in a manner to enhance fire prevention, enable more effective fire fighting, and provide the lowest cost to clean up the site. The Contractor shall remove tires and solid waste in a manner to minimize the removal of trees from the property. To reduce potential fire hazards, the Contractor shall remove from the site and properly dispose of any trees, brush, or other vegetative matter cut down to gain access to the scrap tire storage piles.

- 6.3 The Contractor shall maintain the areas from where it has removed tires such that standing water does not remain for over seven days after a rainfall. Ruts and holes will be filled as soon as practical after tires have been removed from an area. Low areas will be filled with soil or drained as appropriate. Standing water that can not be eliminated due to ongoing work in the area will be monitored for signs of mosquito larvae. If mosquito larvae are observed, the area will be filled or treated with a larvicide within 24 hours.
- 6.4 The Contractor shall maintain mosquito control at the Rader Scrap Tire Site while the Contractor has workers on site.
7. The Contractor shall proceed with the removal of all whole tires, and any tire pieces, bales, shredded tires, and other solid waste found in each pile or partial pile while adhering to a site fire prevention plan and applicable rules. Should tires embedded into the ground be discovered, the Contractor shall use appropriate equipment to remove such embedded tires and to probe the soils in that area to a depth of six inches to unearth any additional buried tires. The Contractor shall repeat the six inch clearance effort until no additional tires are unearthed. The Contractor shall grade and seed areas disturbed by probing and all areas originally under tire piles. The Contractor shall use a mixture of grasses native to Ohio.
8. No known tire fires have occurred at the Rader Scrap Tire Site. If fire residuals are found during the tire removal work, the area will be probed as described in paragraph 7 above and the Contractor shall document the location of the residuals in the next monthly progress report and in the drawings submitted as part of the final report.
- 8.1 If fire residuals are found under any of the piles being removed, the fire residuals are to be collected into a pile or roll-off container. The Contractor shall test the fire residuals to determine if they can be characterized as solid or hazardous waste. If the residuals test as hazardous waste, the Contractor shall stop work in this area and report the test results to the Ohio EPA Contract Manager. Disposal of material that test as hazardous waste shall require the issuance of a change order. If the fire residuals test as solid waste, the cost of removal shall be the same as all other solid waste and is included in this Contract. The cost of testing and characterization will be paid by Ohio EPA as described in paragraph 8.2.
- 8.2 The Contractor shall ship all samples using a chain-of-custody manifest form to a laboratory specified by the Ohio EPA for analysis. Currently that laboratory is Kemron Environmental Services, 156 Starlite Park, Marietta, OH 45750, but the contract may be changed in the future. The cost of shipping the samples and analysis will be paid directly by Ohio EPA.
9. The Contractor and his subcontractors may enter the site based on the award of this Contract. Representatives of the Agency, Local Fire Department, Morrow

County Health District, and the Delaware/Knox/Marion/Morrow Solid Waste Management District shall be granted access at any time. Based on safety considerations, the site Contractors may assign an escort to these individuals; however, access shall not be denied due to lack of escort availability. All other visitors to the site shall be by prior arrangement through the Agency.

10. The Contractor shall take measures to minimize the amount of mud and dust brought onto County Road 25 and any other roadways traversed by the Contractor and any subcontractor's equipment leaving the site.
  - 10.1 The Contractor shall obtain approval for and coordinate the use of entrance ways from County Road 25 with the Morrow County Engineer's Department..
  - 10.2 All on-site roads used by trucks removing material from the Rader Scrap Tire Site will be maintained in a mud free condition. The Contractor shall make every effort to avoid tracking tire pieces, mud, and debris onto off-site roads.
  - 10.3 Before trucks leave the site they will be visually inspected and any shreds on the outside of the tractor, trailer, or their tires will be removed. Any excess accumulation of mud will also be removed before the trucks leave the site. The Contractor will make every effort to avoid tracking tire pieces, mud, and debris onto local roads. The Contractor is responsible for removing any dirt, mud or other debris tracked onto a public road in a timely manner so as not to cause a safety hazard or other public concern.
  - 10.4 Should dirt, mud and other debris be left on public roadways, then the Agency may require the Contractor, at the Contractor's expense and without reimbursement, employ additional tire cleaning measures on vehicles leaving the site.
  - 10.5 The Contractor shall not impair drainage from public roadways. Any costs to repair berms of public roadways from damages by Contractor vehicles/operations shall be the responsibility of the Contractor.
11. The Contractor shall train all personnel on proper fire response actions and reporting at the Rader Scrap Tire Site. Instructions for reporting a fire or other emergency at the site shall be clearly posted and maintained next to the telephone. All fire response training and actions will be coordinated with the local emergency response agencies.
12. The Contractor shall develop and maintain site specific plans for fire prevention and response, health and safety, and emergency response. The initial plans shall be submitted to Ohio EPA within thirty days of Contract award and received at least five working days prior to commencement of any site activities. These plans shall be coordinated with any other contractors on site and with the local emergency

response agencies, and shall be updated as necessary. The Contractor shall submit, as part of the bid for this contract, an example of plans (such as; standard or generic plans or plans the Contractor has used at other sites) and identify site specific sections of the plans that need to be modified after contract award.

- 12.1 The Rader Scrap Tire Site specific plan shall specifically address fire prevention during any welding and refueling operations on site. Secondary containment measures are required at all petroleum storage locations on-site. Welding, uses of any open flames, and refueling shall not be allowed within fifty (50) feet of any scrap tire material or building. The Contractor shall provide appropriate fire extinguishers for these operations and shall train personnel in the operation of the fire extinguishers. One time variations from the submitted fire prevention plan, for emergency repairs, shall be approved by the local Fire Department.
- 12.2 No smoking will be allowed on site unless a designated area is approved by the local Fire Department. If approved, the Contractor shall:
  - 12.2.1 Limit smoking on site to designated areas at least fifty (50) feet from all scrap tire material.
  - 12.2.2 Provide appropriate receptacles for all discarded smoking materials.
  - 12.2.3 Provide appropriate fire extinguishers for these areas and shall train personnel in the operation of the fire extinguishers.
- 12.3 The Contractor shall respond promptly to inspection findings and directions issued by the Fire Department. If immediate action is required by the Contractor to prevent a fire or to respond to an actual fire, the Contractor shall comply and notify the Agency within 24 hours of costs incurred and anticipated. If immediate action is not required and a cost impact to the Contract is possible, the Contractor shall document the action suggested and the potential impact to the Contract cost in writing to the Agency within three (3) days.
13. The Contractor shall obtain and comply with any permits that may be required during Contractor operations at the site. If required, the Contractor shall obtain and comply with a site Stormwater Discharge permit or National Pollution Discharge Elimination System (NPDES) permit.
14. The Contractor shall install silt fencing and manage storm water runoff in the immediate work area as needed.
15. The Contractor shall coordinate all news releases and media inquiries with the Ohio EPA Public Interest Center, 614-644-2160.

16. The Contractor shall participate, as requested by the Agency, in public meetings held after award of the Contract and prior to the start of work at the site or during the performance of this Contract.
17. The Contractor shall calculate a total price for the work specified in this Request for Bid. The period of performance shall be as specified in the Contractor's bid or as amended by contract change order subsequent to contract award. Project completion shall occur before June 30, 2005. Payments to the Contractor will be limited to the monthly payments proposed in the Contractor's bid documents unless a higher payment is pre-approved in writing by Ohio EPA's Contract Manager.
  - 17.1 One PTE equals 20 pounds of tire material. One truck tire equals 5 PTE which equals 100 pounds. Off-the-road tires vary widely in size and weight and no standard weight is established for this Contract. The Contractor shall have the ability to handle all sizes of off-the-road, truck, and passenger tires, and any of these tires that are still mounted on wheel rims.
  - 17.2 This site contains whole tires and may contain tire pieces, other rubber products, and solid waste. Because of the very large size of the tire piles at the site, it is impossible to estimate the composition by types of tires or amount of solid waste. Unusual items that can not be processed or disposed as solid waste within the contracted price will be set aside until a Change Order can be initiated to cover the extra cost of processing or disposing of the unusual items.
  - 17.3 Solid waste including other rubber material, scrap metal, wood and other non-hazardous debris found commingled with the scrap tires at the site shall be estimated at five (5) percent of the weight of the scrap tires.
  - 17.4 Initial site setup costs may be itemized as a separate line item rather than being included in any of the items below. This line item can be invoiced only once, as soon as all initial site setup is completed.
  - 17.5 The "Price per ton to remove and process the scrap tires" must include all of the following:
    - 17.5.1. The price of removing the tires from the current piles, loading the material onto trucks to leave the site, weighing the trucks, transportation and processing.
    - 17.5.2. The price of all on site utilities (telephone, electricity, heating, sewage) associated with the Contractor's operations and the Contractor's employees unless these costs were included in Paragraph 17.4 above.
    - 17.5.3. The price of all monthly reports and other overhead items.

- 17.6 The "Price per ton to remove and dispose of the scrap tires" must include all of the following:
- 17.6.1. The price of removing the tires from the current piles , loading the material onto trucks to leave the site, weighing the trucks, transportation, processing, and disposal at a licensed disposal site. A minimum of 100 tons of large off-the-road tires, and other tire material should be bid as disposal in a scrap tire monofill or scrap tire monocell. Generally these tires can not be processed into tire shreds and must be disposed in a scrap tire monofill or monocell. If the Contractor plans on disposing of a higher volume of material, then the Contractor should insure that the total tonnage in his bid for Paragraph 17.5 and this paragraph equals 7,687.5 tons.
  - 17.6.2. If not already included above in Paragraph 17.5, the price of all on site utilities (telephone, electricity, heating, sewage) associated with the Contractor's operations and the Contractor's employees unless these costs were included in Paragraph 17.4 above.
  - 17.6.3. If not already included above in Paragraph 17.5, the price of all monthly reports and other overhead items.
- 17.7 The "Price per ton to remove and dispose of solid wastes" including other rubber products and scrap tire processing byproducts must include all of the following:
- 17.7.1. The price to remove, transport, and dispose of the above materials from the site to an appropriate recycling or disposal facility as described in paragraph 4.1 of this Scope of Work.
  - 17.7.2. If fire residuals are found under any of the piles being removed and the fire residuals are tested and characterized as solid waste, the cost of removal shall be the same as all other solid waste and is included in this Contract. The cost of testing and characterization will be paid by Ohio EPA as described in paragraph 8.1 above. If any fire residuals test as hazardous waste and have to be disposed of at a licensed hazardous waste facility, a contract change shall be negotiated to cover this additional cost.
- 17.8 The price to demobilize must include the cost to remove all Contractor furnished equipment from the site and to complete the final report and other one time activities.

- 17.9 To calculate total tons of scrap tires to be removed, use 100 PTEs equals one ton. Use the maximum value of the estimate range (i.e., 615,000 PTEs plus 25% or 768,750 PTEs) to calculate the bid price. This converts the 768,750 PTEs to 7,687.5 tons of tire material. When computing this price, the Contractor must remember that actual payments shall be based solely on the tons removed. While the low end of the estimate is 461,250 PTEs (615,000 PTEs minus 25%), it is always possible for there to be even fewer tires at the site. Use Attachment 2 to submit the bid price and show calculations.
- 17.10 To calculate total tons of solid waste use five (5) percent of the total weight of the scrap tires as an estimate for bid purposes only. The bid amount for 768,750 PTEs (7,688 tons) converts to 385 tons ( $7,688 \text{ tons} \times 0.05 = 384.4$  tons) of solid waste for bid purposes. (See Attachment 2)
- 17.11 To calculate cost of re-seeding 10 acres, the Contractor must enter both the price per acre and the total price for re-seeding 5 acres on Attachment 2.
- 17.12 All bids will include \$10,000.00 for purchase of gravel to maintain the roads at the site during the performance of this contract. This amount is based on past experience. Exhibit B and Attachment 2 include this \$10,000.00 as a line item. If weather or traffic conditions cause excessive road deterioration, a contract change order will be requested by the Contractor.
- 17.13 Clearly document the calculation of the total price using the quantities described above. The bottom line price only will not be adequate. You must show the calculations using Attachment 1 of the Rader Tire Abatement Request for Bid.
- 17.14 The Contractor shall calculate the recycling ratio that can be achieved based on documented end uses, including all forms of **documented** recovery and **documented** recycling and all **approved** beneficial uses, based on information submitted as part of this bid. In addition, the Contractor may also calculate a potential recycling ratio based on **probable** end markets and **potential** beneficial uses that do not yet have final approval but do have a high potential for approval, based on information submitted as part of this bid.
18. The Contractor shall submit written Monthly Progress Reports to the Contract Manager by the 15th day of each calendar month. Each Monthly Progress Report shall contain two sections: 1) a section that discusses issues regarding the administration of the Agreement, and 2) a section that summarizes all activities conducted under the Agreement. At a minimum, the Monthly Progress Report shall include the following information:
- 18.1 Administrative Issues Section:

- 18.1.1. A statement of billings submitted to the Agency to date including totals by month, state fiscal year, and project to date.
- 18.1.2. A statement of payments received from the Agency to date include totals by month, state fiscal year, and project to date;
- 18.1.3. An identification and discussion of any factors affecting the schedule for completion of the remediation of the site; either, accelerating, or delaying monthly progress by more than twenty (20) percent of the tons of scrap tires scheduled to be removed or the completion date by more than one calendar month. Describe actions to be taken to recover to schedule or request concurrence from the Contract Manager for a Change Order adjusting the schedule.
- 18.1.4. An identification and discussion of any factors affecting the total cost for completion of the remediation of the site; either, increasing, or decreasing the total cost of the project by more than ten (10) percent or \$50,000.00, whichever is lower.

18.2 Activity Summary Section:

- 18.2.1. A summary of work completed during the calendar month. Include a summary of all material removed from the site by type of material. Type of material includes but is not limited to: used tires, bias tires, retreadable casings, whole scrap tires, shredded tires, processed materials, wheels, other solid waste material, etc.;
- 18.2.2. An estimate of the percent of the total remediation completed to date. If a revised estimate of the total tires initially in the current pile (tires removed plus tires remaining) has been made or obtained by the Contractor, submit a copy of any measurements or calculations used to make the revised estimate. Include the impact of the revised estimate on the project schedule and cost in the Administrative Issues Section;
- 18.2.3. A description of any difficulties encountered in the current reporting period;
- 18.2.4. A statement of billing to be submitted for the current reporting period including a complete Exhibit C for the month (an invoice must be submitted by the 15th day of each month);
- 18.2.5. Copies of the Ohio EPA Scrap Tire Shipping/Receiving Form or an approved equivalent for all tires or tire pieces removed

from the site during the current reporting period. If a two-part form is used also submit copies showing the scrap tire storage, recovery, disposal, or other authorized or exempt facility receiving the tires or tire pieces;

- 18.2.6. Copies of daily logs for the current reporting period.
  - 18.2.7. Copies of weight tickets for each load of tires or other material removed from the site. Describe the nature of any other materials removed from the site and provide a receipt from the material's final destination.
  - 18.2.8. Copies of receipts showing the quantity and dollar amount received for all used tires, bias tires, and retreadable casings.
19. The Contractor shall prepare a final report subsequent to the conclusion of the Contractor's work at the site. The Final Report shall be submitted within sixty (60) calendar days of completion of the Contractor's work at the site. Copies of the Final Report shall be submitted to the Contract Manager, the Project Manager, the Project Coordinator, the local health department, and local solid waste management district. At a minimum, the Final Report shall include the following information:
- 19.1 Total quantity of scrap tires removed from the site. Include subtotals by passenger car tire, semi-truck tire, large equipment tire, and tires shredded prior to the Contractor starting work at the site.
  - 19.2 Percent of the total quantity and the total quantity of scrap tires delivered to each scrap tire recovery facility including exempt facilities. Subtotals shall be shown for scrap tires sold as used tires, bias tires, and retreadable casings. Subtotals also shall be shown for tires processed on site and for tons of material delivered to each recovery facility.
  - 19.3 Percent of the total quantity and the total quantity of scrap tires delivered to scrap tire storage and disposal facilities. Subtotals shall be shown for each scrap tire storage and disposal facility.
  - 19.4 Compare the actual ratio of recycling to disposal achieved to the expected ratio bid for scrap tires. Discuss the reasons for the difference in the two ratios.
  - 19.5 Total quantity of other solid waste removed from the site.
  - 19.6 Percent of the total quantity of other solid waste material recycled. Subtotals by type material shall be shown for any material other than mixed solid waste.

- 19.7 Percent of the total quantity of other solid waste material delivered to solid waste disposal facilities.
- 19.8 A comparison of the total quantity of scrap tires removed to the initial estimate and any revised estimates of the quantity of scrap tires remaining. Discuss reasons for the differences between the total quantity and the estimates. Recommend any changes that might improve the accuracy of the estimates for future remediations.
- 19.9 Discuss any factors that delayed completion of the project by thirty (30) days or more. Describe any measures that might have been taken to reduce the impact of these factors on the completion of this project.
- 19.10 If applicable, maps of the site specifically listing any areas where scrap tires may still be buried and where residual materials from a scrap tire fire were removed.
20. The Contractor shall provide a sign at the site entrance sufficient to identify the Rader Scrap Tire Site as a:
- "State Funded Scrap Tire Abatement Site managed by the Ohio Environmental Protection Agency, Division of Solid and Infectious Waste Management, 614-644-2621."
- The sign shall also include at least the Contractor's name and phone number and the words:
- "No additional tires will be accepted at this site. Any person leaving tires or other solid waste at this site shall be subject to the penalties for open dumping in the Ohio Revised Code Section 3734.99."
- The sign must be positioned such that it is readable from the entrance to the site and the sign must remain in place through out the contract. Materials used should be weather resistant and the sign must be replaced if no longer legible or not in good material condition.
21. Upon completion of all scrap tire removal and other Scope of Work activities, the Contractor shall remove all of the Contractor's equipment and remaining supplies from the site in a timely manner. All gravel roadways and existing fences must remain in place. Any areas with exposed soil must be graded and any disturbed areas re-seeded. A final site walk over/inspection will then be scheduled with the Ohio EPA Project Manager and any outstanding deficiencies must be completed by the Contractor prior to final payment. Also, proof of all utility payments and subcontractor invoices must be provided prior to final payment and bond release.

## EXHIBIT B

### Compensation Rates

The terms upon which the Contractor shall be compensated under this Contract shall be as follows:

Price for initial site setup	\$ _____
Price for demobilization	\$ _____
Price per ton to remove and process scrap tires	\$ _____
Price per ton to remove and dispose of scrap tires	\$ _____
Price per ton to remove and dispose of solid waste	\$ _____
Price per acre to re-seed/mulch areas	_____ \$ _____
Price for gravel to maintain roads	\$ <u>\$10,000.00</u>

**EXHIBIT C**

**Table for Billing the Actual Monthly Price**

**Contractor Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

Rader Scrap Tire Site, 4959 County Road 25, Marengo, Morrow County, OH

<b>Scrap Tires</b>	<b>Unit Price per Ton</b>	<b>Tons Removed</b>	<b>Unit Price x Tons = Price</b>
Price per ton to remove and process			
Price per ton to remove and dispose			
<b>Solid Waste</b>	<b>Unit Price per Ton</b>	<b>Tons Removed</b>	<b>Unit Price x Tons = Price</b>
Price per ton to remove and dispose			
<b>OTHER ITEMS</b>			<b>Price</b>
Price for initial site setup *			
Price for demobilization **			
Price for gravel to maintain roads			\$10,000.00
Price for re-seeding disturbed areas			
Additional work added by Change Order # _____ ***			
<b>TOTAL FOR WORK COMPLETED</b>			<b>TOTAL PRICE</b>
<b>GRAND TOTAL</b>			

- \* For use only in the first month of the contract period.
- \*\* For use only in the final month of the contract period
- \*\*\* Add additional sheets as necessary.

**Exhibit D**

**Ohio Environmental Protection Agency  
Division of Solid and Infectious Waste Management**

FORM OF BID GUARANTY AND CONTRACT BOND  
(As prescribed by Section 153.571, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

as Principal at

(Address) and

as Surety, are hereby held and firmly bound unto the State of Ohio as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on (date)

to undertake the Project known as the Rader Site Scrap Tire Abatement Contract.

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars

(\$ ). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then



**Attachment 2**  
**Table for Computing Price for Bid Comparison**  
 (\* Items are firm bid prices from Exhibit B)

**Contractor Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

**Site and Location:** Rader Scrap Tire Site, 4959 County Road 25, Marengo, \_\_\_\_\_  
 Morrow County, Ohio

Scrap Tires	Unit Price per Ton *	Total Tons	PTEs = Tons X 100	Unit Price x Total Tons = Price
Price to remove and process scrap tires		7,587.5		
Price to remove and dispose of scrap tires		100 minimum		
<b>Scrap Tires</b>	TOTAL	TONS	PTEs	
Total scrap tires removed		7,687.5	768,750	
Solid Waste	Unit Price per Ton *	5 % of Total Tons		Unit Price x Total Tons = Price
Price to remove and dispose of solid waste		385		
Total for tires and solid waste				
OTHER ITEMS			PRICE	
Price for initial site setup *				
Price for demobilization *				
Price for re-seeding 10 acres	Price per Acre	\$		
Price for gravel to maintain roads			<b>\$10,000.00</b>	
TOTAL PRICE				

\* From Exhibit B

PTE = 20 pounds of tire material

The total tons of tires processed versus the total tons of tires removed will be based on the Contractor's proposed recycling rate. For example, if the Contractor proposes to recycled 90% of the 768,750 PTEs removed then the numbers would be 691,875 PTEs (6,919 tons) processed and 76,875 PTEs (769 tons) disposed. Estimated total tons of solid waste would be 5% of the total tons of tires removed or (0.05 x 7,788 tons) equals 389 tons.

## Attachment 3

### Specification of Criteria Used in Contractor Selection Process

1. **Participation in the Contractor site visit is a prerequisite for bid submission.**
2. Only complete bids, in accordance with Section 2.3 of the Request for Bid, will be evaluated. A complete bid must contain all ten items listed in RFB Section 2.3 and be submitted by a Contractor who attended the Contractor site visit described in RFB Section 2.1. The envelope containing the Itemized Cost Summary and Bid Guaranty and Contract Bond will be returned unopened to the Contractor submitting an incomplete bid.
3. Only responsive bids, in accordance with Section 2.3 of the Request for Bid, will be evaluated. Responsive bids will contain all of the information requested in Section 2.3.1 through 2.3.10 of the Request for Bid. The envelope containing the Itemized Cost Summary and Bid Guaranty and Contract Bond will be returned unopened to the Contractor submitting a non-responsive bid.
4. The separate, sealed envelopes containing the Itemized Cost Summaries and Bid Guaranty and Contract Bonds for the remaining Contractors (submitting complete and responsive bids) shall be opened by Ohio EPA's Bid Evaluation Team. Ohio Revised Code 3734.85(A) states in part, ". . . the director shall give preference to scrap tire recovery facilities." To implement this preference the unit price to remove and dispose of scrap tires as shown on the Contractor's completed Attachment 2 will be multiplied by 1.15 to compute an adjusted cost for bid evaluation purposes. The complete, responsive bid indicating the lowest adjusted cost for removing 768,750 PTEs and the associated solid waste from the site shall be awarded the contract.

## Attachment 4

### Photos

- 4A. RFB Photo 1: Large scrap tire pile with overgrowth. View from near Hull Road facing west (10-8-03).
- 4B. RFB Photo 2: Example of smaller tire pile near center of Rader Scrap Tire Site (10-8-03)
- 4C. RFB Photo 3: Interior Road at Rader Scrap Tire Site. View looking east with roadway paralleling US Route 42 (10-8-03)

**Photos not included in Web posting. Send e-mail to Bob Large and Harry Smail at [bob.large@epa.state.oh.us](mailto:bob.large@epa.state.oh.us) and [harry.smail@epa.state.oh.us](mailto:harry.smail@epa.state.oh.us) to request copies of the photos by return e-mail.**





