RESOLUTION AWARDING QUOTATION AND AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO ENTER INTO AN AGREEMENT WITH DAWN & THOMAS GINCO AND BOCZAR EXCAVATING, LLC FOR HOUSEHOLD SEWAGE TREATMENT SYSTEM (HSTS), WATER POLLUTION CONTROL LOAN FUND (WPCLF)

WHEREAS, On September 23, 2026 one quote was received to install a septic system for the HSTS program under the Department of Planning and Development, as follows:

Contractor	Date Solicited	Date Received	Quotation Received
		9/23/2026	6845 Hilldom, Rd Pierpont OH
Boczar Excavating	9/8/2026	9/23/2026	$20,759.00
The Potters Company	9/8/2026	9/23/2026	NO BID
Daughters Excavating Co	9/8/2026	9/23/2026	NO BID
Kapalin Inc	9/8/2026	9/23/2026	NO BID
JC Hauling	9/8/2026	9/23/2026	NO BID
Barnes Earth & Turf	9/8/2026	9/23/2026	NO BID

WHEREAS, Jake Brand, Director of the Dept. of Planning and Development has recommended to award the quote and requests permission to enter into an agreement (after receiving OEPA approval) with Boczar Excavating LLC as follows:

HSTS Applicant	Total Contract	Homeowner Share	HSTS Share
Dawn & Thomas Ginco - 6845 Hilldom Rd., Pierpont, OH 44082	$20,759.00	$0	$20,759.00

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the quote is awarded to Boczar Excavating LLC and the Department of Planning and Development is authorized to enter into an agreement in accordance with the copy now on file.

BE IT FURTHER RESOLVED, Jake Brand, as Director of the Planning and Development Department is authorized to sign all documents related to this agreement.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2026-434 **October 06, 2026**

RESOLUTION AWARDING QUOTATION AND AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO ENTER INTO AN AGREEMENT WITH DAWN & THOMAS GINCO AND BOCZAR EXCAVATING, LLC FOR HOUSEHOLD SEWAGE TREATMENT SYSTEM (HSTS), WATER POLLUTION CONTROL LOAN FUND (WPCLF)

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

Casey R. Kozlowski	**Aye**
Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

HOMEOWNER-CONTRACTOR-COUNTY AGREEMENT

COUNTY OF ASHTABULA

FY 2025 WATER POLLUTION CONTROL LOAN FUND (WPCLF)
HOUSEHOLD SEWAGE TREATMENT SYSTEM (HSTS) PROJECT

THIS AGREEMENT is made and entered into this 24th day of September 2026, by and between Dawn & Thomas Ginco herein after referred to as the OWNER, and Boczar Excavating hereinafter referred to as the CONTRACTOR and the Ashtabula County Board of Commissioners, by and through the Department of Planning and Development; herein collectively referred to as the COUNTY.

THIS AGREEMENT, including its exhibits and appendices as identified more specifically below, shall serve as the Contract between the OWNER, CONTRACTOR, and the COUNTY:

Exhibit 1:	Notice to Proceed
Exhibit 2:	Owner's Approval of Work Write-up Specifications (if applicable)
Exhibit 3:	Ashtabula County WPCLF HSTS Program Work Specifications

Appendix A:	Insurance Provisions
Appendix B:	WPCLF Change Order/Instructions
Appendix C:	Contractor's Equal Employment Opportunities Certification
Appendix D:	Contractor's Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Appendix E:	Contractor's American Iron & Steel Acknowledgement
Appendix F:	Legal Certificate – Ashtabula County Prosecuting Attorney (approving as to legal form only)
Appendix G:	Fiscal Certificate – Ashtabula County Auditor (conforming to ORC §5705.41)

WHEREAS, the COUNTY has funds available for the WATER POLLUTION CONTROL LOAN FUND (WPCLF) HOUSEHOLD SEWAGE TREATMENT SYSTEM (HSTS) PROJECT and the OWNER desires to utilize these funds for the purpose of replacing or repairing the Household Sewage Treatment System (HSTS).

WHEREAS, the COUNTY has provided technical assistance in preparing bid specifications; screening Contractors; reviewing bid proposals; permitting; inspection during installation; and invoicing, and

WHEREAS, the COUNTY has selected the CONTRACTOR to perform this HSTS installation pursuant to the specifications and conditions recited hereinafter; and,

WHEREAS, the OWNER's share of the HSTS repair/replacement is zero dollars and zero cents ($0.00), plus any non-eligible repairs that may arise as the result of the work for the HSTS project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained hereinafter, the parties agree as follows:

ARTICLE I CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall:

1. Furnish all labor, materials, supervision, equipment, services, and supplies necessary to perform the work in the manner specified pertinent to HSTS Replacement/Connection to Public Sanitary Sewers and in conformity with the requirements set forth in the Bid Forms, Plans, and Specifications hereunto attached and/or made a part hereof by reference for the total sum of $ 20,759.00.

2. Commence the work herein required to be completed and inspected in accordance with the execution of this Contract and after application for permit. Upon commencement of the work, the CONTRACTOR shall diligently pursue to completion the rehabilitation of the work to avoid any unnecessary inconveniences to the OWNER. Extensions of time can only be granted by authority of the COUNTY by way of a Change Order.

3. No request for extra payment shall be made for any reason other than for a change in scope of work issued by the CONTRACTOR and authorized by the COUNTY provided that funding is available and the change is submitted on a change order form.

4. Remove all debris, tools, equipment, and miscellaneous items so that the work site is restored to its original condition and receive final grading with existing native soil (top soil cover shall be laid over soil absorption system areas), grass seeding and straw. The CONTRACTOR shall at all times organize the work and secure the structures to provide safe working conditions for his/her operations.

5. Comply with the Ohio Administrative Code Chapter 3701-29 Household Sewage Disposal Systems, Ohio EPA HSTS General Permit conditions for repair or replacement of the HSTS and the specifications made a part hereof by reference, and with all the regulations of the applicable agency of Ashtabula County, the Federal Government, and the community within which the OWNER is located. The CONTRACTOR, is responsible for promptly securing all necessary inspections, licenses, permits, and approvals required thereby and for allowing inspections of all work by authorized inspectors of the COUNTY or appropriate municipalities.

6. Turn over all applicable guarantees and warranties to the OWNER upon completion of the installation. Guarantee the work performed for a period of One Year from date of final acceptance of work by the COUNTY.

7. Carry full, updated and complete Workmen's Compensation Insurance for all of his/her employees and those of his/her subcontractors engaged in work on the subject premises, in accordance with local and state laws governing same.

8. Carry during the life of the Contract, Comprehensive Liability Insurance in accordance with the terms and conditions stated in the attached insurance provision requirements (Appendix A).

9. Submit evidence of the coverage required above should the COUNTY or OWNER request such evidence.

10. Not assign this Contract without the written consent of the COUNTY.

11. Furnish to the OWNER and COUNTY the name and telephone number of an official who will represent and be responsible for the prime CONTRACTOR and the Subcontractors in the execution and conduct of their work.

12. Not be required to employ any Subcontractors to whom it has a reasonable objection. The CONTRACTOR agrees that it is completely responsible to the COUNTY and the OWNER for the acts and omissions of his/her Subcontractors and of the persons either directly or indirectly employed by him. Nothing contained in the Proposal Documents shall create any contractual relation between any Subcontractor and the OWNER or COUNTY.

13. Comply with all requirements of the General Conditions and Guidelines for Contractors; as may be amended from time to time.

14. Hereby acknowledge that he/they have studied and thoroughly understand the appropriate documents as stated herein and has personally inspected the aforementioned premises and the submission of a bid form shall be evidence of the CONTRACTOR's having acquainted himself with the job site and his/her willingness to conform to all code and project requirements without additional compensation.

15. Provide proof of required EEO Certification in Appendix C.

16. Sign required American Iron and Steel Acknowledgement form contained on page 19 in this document.

17. Provide certification regarding Debarment, Suspension, and Other Responsibility Matters on the required forms on page 17.

18. Comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1867 (h), Section 508 of the Clean Water Act, 33 USC 1328, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

19. Meet the insurance requirements of the WPCLF agreements as established in Appendix A of this Contract.

20. Submit any and all change orders in accordance with the WPCLF instructions and on the form included in Appendix B of this Contract.

21. Bid Guarantee – Connections to Public Sewers: The CONTRACTOR must have filed with the bid, a bid guaranty (which can be in the form of either a bond or a certified check, cashier's check, or letter of credit in accordance with ORC 153.54/ORC 307.88 as established at the time of this Agreement).

22. Payment and Performance Bonds -The CONTRACTOR must comply with all the requirements for payment and performance bonds included in ORC 153.54/ORC 307.89 and Section 3.4 of the WPLCF Loan Agreement.

23. Completion - The CONTRACTOR agrees that time is of the essence in this Contract. The Date of Initiation of Operation and Date of Completion of Work will both be within sixty (60) days of the start date of this Contract.

24. Contractor agrees to submit a Change Order Form to the COUNTY if weather was not suitable during the sixty days.

ARTICLE II OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Not hinder the Contractor in his/her work, nor allow any other persons to hinder the Contractor in their work.

2. Maintain household insurance upon the subject premises in an amount equivalent to the value of the property. After completion of the HSTS installation, the OWNER should notify his/her Homeowner's Insurance Agent to determine if additional coverage should be secured and added to the home insurance policy to cover the HSTS installation.

3. Make the subject premises available for inspection by the COUNTY and/or a representative of the Ohio EPA for a period of One (1) year after the completion of work on the Owner's property. Inspection should be upon demand and with a minimum of Twenty-four (24) hours' notice given to the OWNER.

4. Make the subject premises available for HSTS installation from the date of the Contract acceptance by CONTRACTOR until the completion thereof.

6. Permit the CONTRACTOR to use, at OWNER's cost, existing utilities such as light, power, heat, and water reasonably necessary to the carrying out and completion of the work.

7. Cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of any items that could obstruct the completion of the system.

8. Supply a check or money order for submission to the COUNTY, the amount of zero dollars and zero cents ($ 0.00) as the OWNER's share of the rehabilitation work. Such sum shall be submitted not less than five (5) business days prior to the issuance of the permit. If such funds are not deposited on time, this Contract is null and void.

9. The OWNER acknowledges that settlement in the sewage treatment system area is likely to occur after final grading, seeding and application of straw and is responsible for correcting any settlement that occurs once the system installation is inspected and approved.

ARTICLE III COUNTY'S RESPONSIBILITIES

The COUNTY shall:

1. Properly enforce and apply any conditions, rules or regulations that apply for the expenditure of rehabilitation funds in accordance with HUD requirements, and WATER POLLUCTION CONTROL LOAN FUND (WPCLF) HOUSEHOLD SEWAGE TREATMENT SYSTEM (HSTS) PROJECT which are made a part hereof by reference.

2. Issue payment upon receipt of proper invoice after notice of satisfactory completion of the work performed and monies have been received from Ohio EPA DEFA.

ARTICLE IV COMPENSATION & PAYMENT

1. The Contract sum stated in Article I, OWNER-CONTRACTOR-COUNTY Agreement, and including authorized adjustments thereto, is the total amount payable by the COUNTY to the CONTRACTOR for the performance of the work under the Contract Documents.

2. The COUNTY hereby assigns to the CONTRACTOR the funds payable by the COUNTY to the CONTRACTOR.

3. The COUNTY agrees to pay said assigned funds to the CONTRACTOR in accordance with the following conditions:

   a) The contract(s) has been executed by all parties and a copy submitted to Ohio EPA, and
   b) The installation of the HSTS has been inspected by the local health district and a final inspection certification has been issued, and
   c) A payment request that documents costs incurred for the individual HSTS improvements is submitted by the local government agency to Ohio EPA (the request must be accompanied by the local health district final inspection certification), and
   d) The Ohio EPA reviews and approves the submissions and directs the Ohio Water Development Authority to disburse approved amounts to the local government agency.

4. Payment Retention - The parties agree to follow all requirements for payment retainage as provided in ORC 153.12, as that section exists on the date of execution of this agreement. Any retainage held pursuant to this section will be placed in an escrow account pursuant to ORC 153.13, as that section exists on the date of execution of this agreement. All payments will be made pursuant to ORC 153.14, as that section exists on the date of execution of this agreement.

ARTICLE V GENERAL CONDITIONS OF THE CONTRACT

1. It is agreed by the parties hereto that all changes (if any) mutually agreed upon shall be in writing and signed by the parties to the Contract. Any unsigned agreements or changes shall be null and void. Changes to the scope of work must be concurred with by the COUNTY and the OHIO EPA-DEFA.

2. The parties agree that other than expressly permitted herein, there shall be no assignment of this Contract without the written mutual consent of all parties.

3. The parties further state that to the best of their knowledge, no officer, employee, or agent of the COUNTY who exercises any functions or responsibilities in connection with carrying out the project to which this Contract pertains, has any personal interest, direct or indirect, in the Contract.

4. The OWNER and the CONTRACTOR agree not to make any side agreements or to arrange for any work or services not covered by this Contract or subsequent change orders, until all work under this Contract is completed, approved, and paid.

5. In the event of any breach of this Contract, the COUNTY would engage the Ashtabula County Board of Health to pursue enforcement of the Ohio Administrative Code Chapter 3701-29 Household Sewage Disposal Systems and/or pursue a bond claim to ensure the completion of the contract in accordance with applicable rules.

6. The CONTRACTOR and the OWNER shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense: a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them or the COUNTY, its agents, or employees may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

7. OWNER shall permit authorized representatives rights of access to inspect and examine the work during normal working hours. This shall include the U.S. Government, its designee, and the COUNTY. The signatories agree to ensure that the Director of the COUNTY's applicable agency (CS&P/DES, Board of Health) or its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site(s) and Project Facilities, and to examine and inspect the same and to exercise the Director's rights pursuant to the WPCLF Assistance

Agreement. If any work is covered without approval or consent of proper authority, it must, if required, be exposed for inspection at the CONTRACTOR's expense. All defects caused by the CONTRACTOR or his/her Subcontractor shall be corrected at his/her expense.

8. Parties agree to exercise proper precaution at all times for the protection of persons and property and CONTRACTOR shall be responsible for all damages to persons or property, which occur as result of his/her prosecution of the work. The safety provisions of applicable local laws and building construction codes shall be observed.

9. During the performance of this Contract, the CONTRACTOR and the OWNER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and CONTRACTOR and OWNER shall further affirm that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. The OWNER hereby acknowledges the responsibility for the day-to-day maintenance of the improvements installed as part of the WPCLF HSTS Program; and that the CONTRACTOR provides only a limited one-year warranty for work and materials. The OWNER is responsible for the maintenance of the HSTS, the compliance with Ohio EPA NPDES permit requirements, and the COUNTY operation permit.

11. The COUNTY shall not be held responsible for any mechanic's liens that may be placed on the property as a result of the HSTS project.

12. No persons shall use any equipment or services from anyone on the Ohio EPA List of Violating Facilities.

13. In the event of a conflict between the contract and the WPCLF Assistance Agreement, the provisions of the WPCLF Agreement shall prevail.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

OWNER(S)

Witnessed:

Dawn Ott/Gin CO

Heidi Barringer

Tom Davis

CONTRACTOR:

Witnessed:

Mary Boczar Pres

Boczar Exc. LLC

(Legal and Fiscal Certificate appended)*

COUNTY OF ASHTABULA*:

Jake Brand, Director

Ashtabula County Dept. of Community Services & Planning

EXHIBIT 1

NOTICE TO PROCEED

Date: _____

RE: Household Sewage Treatment System Improvement/Abandonment and Connection to Public Sanitary Sewer at (OWNER ADDRESS)

Reference is made to our contract dated 9-29-26 for HSTS installation at 6845 Hilldom Road, Pierpont, OH 44082 _____. Pursuant to the provisions of Article 1.2, you are hereby given Notice to Proceed with the work immediately upon notification with acknowledgement of Contractor's Right of rescission as noted in Exhibit 2 of this Agreement. This notice establishes that the work be completed by_____. Please acknowledge receipt of this Notice to proceed as provided below and return the original signed copy to the CONTRACTOR for obtaining the installation permit.

You may keep one copy for your records,

Sincerely,

Dawn Ott/Ginco
Homeowner

Jon Ginco
Homeowner

This acknowledges that the above notice was received, which establishes the completion date as _____.

_____
Title

Mary Boczar Pres
Contractor Signature DATE
Boczar Exc LLC

EXHIBIT 2
OWNER'S APPROVAL OF WORK WRITE-UP SPECIFICATIONS

Dawn OH·Ginco

That, Thomas Ginco Owner(s) of property located at 6945 Hinsdale Rd, Pierpont, OH and an applicant for the WPCLF HSTS Program, agree that the attached work specifications have been prepared by the County of Ashtabula and the applicant further understands that Bocrar Excavating is obligated to complete only the items mentioned within these specifications. I (We) have reviewed the agreement between Ashtabula County and Bocrar Excavating and agree to the terms of the agreement.

Dawn Ott/Ginco — 9.29.26

Signature of Owner – Date

Jay Ginco — 9.29.26

Signature of Owner – Date

EXHIBIT 3
ASHTABULA COUNTY WPCLF HSTS PROGRAM
INSTALLATION SPECIFICATIONS

FOR: **HSTS REPLACEMENT**

INSTALLATION DETAILS FOLLOW SYSTEM SPECIFICATIONS WORKSHEET ATTACHED

HSTS REPLACEMENT: Standard Specifications from the Ashtabula County Board of Health

APPENDIX A

INSURANCE PROVISIONS

Section 3.5 of the WPCLF Assistance Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract.

The Contractor shall, at his/her expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 1 through 7 inclusive, of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio.

The Contractor shall not commence Work nor shall he permit any of his/her Sub-contractors to commence Work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Owner. Such insurance policies shall be kept in force until the Contractor receives final payment.

Insurance shall be endorsed so that it cannot be changed or canceled in less than ten (10) days after receipt by the Contractor and the Owner of written notice of such proposed action from the Insurer.

The insurance specified in Subparagraphs 1, 2, 3 and 4 shall be written under the comprehensive general form of liability insurance contracts.

The Contractor shall furnish three (3) certificates or, whenever specifically requested by the Owner, three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of the premiums.

In addition to the insurance described hereinafter, the Contractor shall secure and maintain such other insurance as may be designated elsewhere in the Contract document.

If the Contractor is required to repair or perform Work after the completion of the Work involved under this Contract or obtain new policies in accordance with the requirements in this section.

1. *General Liability*: In addition to such fire and other physical damage insurance as the Contractor elects to carry for his/her own protection, he shall also secure and maintain in the name of the Owner, the government agency sponsoring the Project, Subcontractors, the Consulting Engineer and any other parties having an interest in the Project, as named insured as their interest may appear; a general liability policy for fire, extended coverage, vandalism and malicious mischief in the amount of one hundred (100) percent of the value of the complete parts of the Project and Materials in storage, except that such coverage shall not be required in connection with sewer, water main or paving construction. Pump or lift station construction shall not be considered sewer or water main construction for purposes of this paragraph.

2. *Workers Compensation*: The Contractor shall provide Workers Compensation Insurance for all employees engaged in Work who may come within the protection of the workers compensation law, and, where applicable, employer's General Liability Insurances for employees not so protected and shall require all Subcontractors to provide corresponding insurance.
   (a) The Contractor shall indemnify the Owner and the Consulting Engineer against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.

3. *Contractor's Motor Vehicle Bodily Injury and Property Damage Liability Insurance*: Insurance to cover liability arising from the use and operation of motor vehicles in connection with the performance of the Contract (as customarily defined in liability insurance policies), whether they be owned, hired or non-owned by the Contractor, as follows:
   a. Bodily Injury Liability: $1,000,000 for each person;
   b. Property Damage Liability: $1,000,000 for each occurrence.

4. *Contractor's Public Liability and Property Damage Liability Insurance*: Contractor's Public Liability Insurance providing a limit of not less than $1,000,000 for all damages arising out of bodily injuries, including accidental death to one person, and $1,000,000 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Contractor's Property Damage Liability Insurance providing for a limit on not less than $1,000,000 for all damages to or destruction of property.

   Coverage under this policy shall include, to the limits indicated above, the collapse or damage to any structure, building or its contents, public or private utility, or pavement during construction and for two (2) years thereafter.

   Whenever Work under the Contract is to be done in the vicinity of existing underground utilities or structures, coverage under the policy shall also include, to the limits indicated, all damages to said underground utilities or structures during construction and for a period of two (2) years thereafter. Whenever Work under the Contract is to be done by blasting, coverage under the policy shall also include, to the limits indicated above, all damages of any kind whatsoever caused by blasting.

5. *Contractor's Protective Public Liability and Property Damage Liability Insurance*: Contractor's Protective Public Liability and Property Damage Liability Insurance for operations performed by Subcontractors providing for coverage and limits corresponding to those described in subparagraph 4.

6. *Owner's Protective Public Liability and Property Damage Liability Insurance*: Regular Owner's Protective Public Liability and Property Damage Liability Insurance for operations performed by the Contractor or any Sub-contractor providing for coverage and limits corresponding to those described in subparagraph 4.

   This policy shall be written in the name of the Owner as a separate policy from those specified elsewhere herein.

7. *Railroad Protective Liability Insurance*: In any of the Work under this Contract is on railroad R/W, the Contractor shall at its sole cost and expense, procure and provide, for and in behalf of each railroad company. Protective Liability Insurance (AARAASHO form) with minimum limits per occurrence of not less than $2,000,000 for bodily injury, death and/or property damage, subject to an aggregate limit of $6,000,000 per annum. The policy shall name each railroad company as the insured and be issued to the Contractor. Each railroad company shall be provided with a copy of each policy of insurance prior to commencement of any work.

APPENDIX B
CHANGE ORDER INSTRUCTIONS

All Change Orders for this work, regardless of costs, must be submitted to Ohio EPA for review.

Changes Requiring Prior Approval

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

All Other Changes

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. Change Orders for WPCLF projects should be submitted to the Division of Environmental and Financial Assistance (DEFA).

Change Order Approval Process

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent to Ohio EPA for final review. The WPCLF/WSRLA Change Order forms must have original signatures.

Owners have the option to submit hard copies of the project Change Orders via mail to Ohio EPA or to send PDF Change Order forms and supporting documentation electronically. With either hard copy or electronic submittals, the WPCLF Change Orders should be submitted to DEFA. The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is: EPAWPCLFCO@epa.ohio.gov.

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically. OWDA will return a copy of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

Please notify Ohio EPA if the community prefers a hard copy of change order approval documentation and then Ohio EPA and OWDA will send hard copies of approval documentation through the mail.

Payments for Change Order Work

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until such time as the Ohio EPA's approval of the Change Orders has been obtained.

All Change Orders, including Prior Approval requests, should be sent to:
Ohio EPA - Division of Environmental and Financial Assistance - P.O. Box 1049, Columbus, OH 43216-1049

APPENDIX B (CONTINUED)

State of Ohio
WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF)

CONTRACT CHANGE ORDER

RECIPIENT _____ CHANGE ORDER NBR _____

LOAN NUMBER _____ CONTRACT _____

OWDA PROJECT No. DATE

Description of Change:

RECOMMENDED BY: _____ DATE: _____
(Engineer)

APPROVED BY: _____ DATE: _____
(Recipient)

ACCEPTED BY: _____ DATE: _____
(Contractor)

_____
(Company)

Original Contract Amt		OWDA APPROVAL The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.
Previous Changes (+ / --)		
This Change (+ / --)		
Adjusted Contract Amt		
Ohio EPA Acceptance		Chief Engineer
Date		Date

APPENDIX C

Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.

2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state the all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract of with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.

7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vender. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

Mary Boczar Pres. 9-29-26

(Signature) (Date)

Mary Boczar Pres Boczar Exc. LLC

(Name and Title of Signer, Please type)

(Firm Name)

APPENDIX D (CONTINUED)
Certification Regarding Debarment, Suspension, and Other Responsibility Matters
INSTRUCTIONS

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or a subagreement thereunder for $25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Go to https://www.sam.gov/portal/SAM/##11 to access the Excluded Parties List System (EPLS). The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters, Regional office, or Ohio EPA, as required in the applications.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from: Ohio

EPA
Division of Environmental and Financial Assistance
P.O. Box 1049
Columbus, Ohio 43216-1049
(614) 644-2798
http://epa.ohio.gov/defa/EnvironmentalandFinancialAssistance.aspx

APPENDIX E

American Iron and Steel Acknowledgement

The Contractor acknowledges to and for the benefit of Ashtabula County ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Mary Boczar Pres — 9-29-26

Signature — Date

Mary Boczar Pres Boczar Exc. LLC

Name and Title of Authorized Signatory, Please Print or Type

Bidder's Firm

☐ Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non- American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

APPENDIX D

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statues or commission if embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;

(d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Mary Boczar Pres Boczar Exc LLC

Type Name & Title of Authorized Representative

Mary Boczar Pres

Signature of Authorized Representative

9-29-24

Date

☐ I am unable to certify to the above statements. My explanation is attached.

Appendix F

Signature Page

AGREEMENT TITLE: HOMEOWNER-CONTRACTOR-COUNTY AGREEMENT, HOUSEHOLD SEWAGE TREATMENT SYSTEM (HSTS) PROJECT

APPROVED as to Legal Form Only.

Approved by: _____

April R. Grabman
Ashtabula County Prosecutor

Dated: 2/25/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor ES

APPENDIX G

FISCAL OFFICER'S CERTIFICATE

Conforming with ORC § 5705.41

The undersigned Auditor of Ashtabula County hereby certifies that the amount required to meet the obligations of Ashtabula County during the year 2025/2026 under the Agreement has been lawfully appropriated for such purpose, and is in the Treasury of the County or is in the process of collection to the credit of:

(2101.001.517-601) "Contract Projects" in the amount not-to-exceed $20,759.00 to be appropriated for 2026 and free from any previous encumbrances.

Agreement Title: **FY 2022 WPCLF-HSTS Program**

By and Between the Ashtabula County Board of Commissioners, by and through the Ashtabula County Department of Planning & Development, Boczar Excavating, LLC and Dawn & Thomas Ginco for the purposes of providing HSTS services as specified herein; Ashtabula County General Sewer District and Ashtabula County Health District

SIGNED

Scott Yamamoto
Ashtabula County Auditor

9/29/2026
Date