

COUNTY UTILITIES DEPARTMENT

210 E. Main Street, Room 302
Lancaster, Ohio 43130-3854
(740) 687-7154
(614) 833-0884
Fax (614) 837-4132

Tony Vogel, P.E.
Director of Utilities/
Sanitary Engineer



Board of County Commissioners

Mike Kiger
Commissioner

Jon D. Myers
Commissioner

Judith K. Shupe
Commissioner

December 3, 2009

Re: Fairfield County Utilities Department
Renewal - Service Line Contractor's License

Dear Contractor:

As an approved contractor for the Fairfield County Utilities Department, you are receiving this letter as formal notice of renewal of your license. The renewal application is enclosed. Please remit the signed application, the items listed on the checklist and a check or money order for \$25.00 made payable to Fairfield County Utilities. Failure to comply with this notice by January 4, 2010, will result in the prohibition of work on the Fairfield County Utilities Water and/or Sewer System. Upon submittal of the required information, the County will renew your license to install water/sewer lines which will be effective until December 31, 2010.

I have also enclosed a checklist that will assist in providing the appropriate information.

Thank you for your immediate attention to this matter. Should you have any questions, please call me at (614) 833-0884.

Visit our website at <http://www.co.fairfield.oh.us/util/> for information on the Water, Drainage and Sewer Regulations or the Construction and Material Specifications.

Sincerely,

Pam Shaloo
Office Manager

cc: T. Schmelzer
File

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LICENSE
WATER/SEWER SERVICE LINE INSTALLATION CONTRACTOR

_____ hereby agrees to all rules and regulations of Fairfield County as adopted and
(COMPANY NAME)
passed by the County Commissioners, and is subject to all rules, penalties and conditions heretofore or that may be
thereafter adopted for the government of the County. Applicant: _____

Contractor Signature (Owner or Signatory Authority)

Printed Name

Title

Date

The above contractor has submitted to the Fairfield County Sanitary Engineer an application to become a Licensed Water and/or Sanitary Sewer Line Installation Contractor, and has presented all required necessary insurance and workers compensation requirements in compliance with Fairfield County Regulations. The applicant has also paid the appropriate fee of \$25.00 for said license which will remain in effect until December 31, 2010.

I do hereby approve the above contractor as a licensed Water and/or Sanitary Sewer Service Line Installation contractor for the Fairfield County Utilities Department.

Approved: _____
Tony Vogel, P.E.
Director of Utilities

Date: _____

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**INFORMATION FOR LICENSE
WATER/SEWER LINE INSTALLATION CONTRACTOR**

COMPANY NAME:
CONTACT NAME:
ADDRESS:
CITY/STATE/ZIP:
PHONE:
FAX:
EMAIL:
DATE:

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**CHECKLIST FOR APPLICATION FOR LICENSE
WATER/SEWER LINE INSTALLATION CONTRACTOR**

The requirements listed below must be supplied with the application. Incomplete applications, including lack of supporting documentation, will not be processed. There is a \$25.00 nonrefundable licensing fee that must be paid at the time of application. Checks should be made payable to: Fairfield County Utilities.

Requirement	Included	
Ohio Workers Compensation Insurance Certificate	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Certificate of Liability Insurance (Minimum \$1,000,000)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Protective Liability Insurance <i>or</i> (Liability Coverage naming Fairfield County as an Additional Insured)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
All Risk Builders Insurance (Fire and Extended Coverage naming Fairfield County as an Additional Insured)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Other licenses or insurances (Backflow testing, water or wastewater certificates)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
History/literature of the Type of Work Conducted Including Years of Operation (Water and/or Sewer)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Equipment Owned List	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3 References of Recent Work Completed	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Comments:

Chapter VII - Contractor's License, Contractor's Insurance and Indemnification 7.1

701 - Purpose:

To regulate the installation of the water and sanitary sewer service lines and their connection into the County water and sanitary sewer systems.

702 - Governing Regulations:

Where there appears to be, or there is in fact, a conflict between this chapter and **Chapter I - General Provisions**, the chapter providing the more stringent requirement, standard, or procedure shall govern.

703 - Definitions:

The definitions of **Chapter I - General Provisions** shall be used in this chapter unless the context of any section of this chapter specifically indicates that such definitions are not applicable.

704 - License Required:

Any person, business or corporation which desires to install, maintain or repair water or sanitary sewer service lines or make connections to the County water or sanitary sewer system must be first licensed by the County. Said license shall permit only the licensee to perform said activities, and said person, business or corporation that has been so licensed shall be responsible for all work performed pursuant thereto. The licenses issued to corporations shall list a member, employee or officer of that corporation who is the responsible representative of that licensee for all work performed. It shall be the responsibility of the licensee to notify the County in the event that the identity of any such representative is changed.

705 - Criteria for Granting License:

The license shall be given to any person, business or corporation who has completed an application form provided by the County paid all required application and license fees, and has otherwise given the County information from which it can be concluded that the applicant can perform the work in accordance with these Regulations.

Any plumber wishing to obtain permission to make connections or attachments to the service pipes of the water and sanitary sewer works, shall before receiving a license permit to do so, state his willingness, and agree to be governed by all and singular, the rules and regulations of said County as adopted and passed by the County Commissioners, and be subject to all rules, penalties and condition heretofore or that maybe thereafter adopted for the government of the County.

Further, in order to obtain a license, Contractors must first comply with the requirements of **Section 706 - Contractor's Insurance** of these Regulations. Homeowner's desiring to install water or sanitary sewer service lines at their own principal place of residence shall be exempt from **Section 706 - Contractor's Insurance**.

706 - Contractor's Insurance:

The Contractor shall present to the County at the time of applying for a license a certificate of insurance as required herein and a license shall not be issued until said certification has been received by the County. It is the Contractor's responsibility to obtain such certificates as are required herein for all work performed by Subcontractors of the Contractor prior to the time that said Subcontractors commence work. Such certificate must be accompanied by a statement that at least ten (10) days prior notice shall be furnished to the County if the policies of insurance referenced in the certificates are to be terminated or changed in any way while Contractor's license is in effect.

706.01 Compensation Insurance: The Contractor and/or Subcontractor shall maintain in full force and effect all necessary Worker's Compensation Insurance coverage for all of their employees employed within the County in compliance with Ohio law.

706.02 Contractor's Liability Insurance: The Contractor agrees to maintain Comprehensive General and Automobile Liability Insurance covering all operations directly or indirectly incident to any work covered by the license issued by the County whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance coverage shall be maintained while the license is in effect, with such coverage as specified herein. Such Comprehensive General and Automobile Liability Insurance shall include coverage for:

- A. Claims arising after the Contractor and Subcontractors have completed their work (completed operations and products liability coverage);
- B. Claims for property damage and personal injury arising from excavation or tunneling operations;
- C. Claims for property damage and personal injury arising from operations directly or indirectly incident to moving, shoring, underpinning, scaffolding, hoisting, razing, blasting or demolition of any building or structure;
- D. Claims for property damage to any property below, on or above the surface of the ground, and off-site property;
- E. Claims for property damage or personal injury arising from operations directly or indirectly incident to welding, cutting, sandblasting, grinding, use of other abrasive materials, or painting, however caused;
- F. Claims for property damage or personal injury arising from operations directly or indirectly incident to blasting or explosions, however caused;
- G. If watercraft and/or aircraft are used, claims arising from their use or operation, however caused;
- H. Claims arising from the liability assumed by the Contractor under this Contract including third party beneficiary liability coverage.

The limits of liability of the insurance required herein shall not be less than One Million Dollars (\$1,000,000) inclusive for each person, each occurrence for bodily injury and each occurrence for property damage.

706.03 Owner's Protective Liability Insurance: The Contractor agrees to provide an Owner's Protective Liability Insurance policy naming the County as insured, and covering the conditions outlined in 706.02, and with the same limits of liability described therein. In lieu of this requirement, the Contractor shall name the Owner and the County as insured in his Comprehensive, General and Automotive Liability policy, or Umbrella Excess Liability Insurance with the same limits of liability described in 706.02.

706.04 All Risk Builder's Insurance: Further, the Contractor shall procure and maintain during the term of his license All Risk Builder's Insurance (Fire and Extended Coverage) on a 100 percent (100%) completed value basis on the insurable portion of the Project. The County shall be named Insured thereof.

706.05 Accident Prevention: Further, as consideration for obtaining a license, Contractor warrants and agrees that he shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. The Contractor shall take all necessary precaution to prevent damage, injury or loss to:

- A. All employees of the work covered by the license and all other persons who may be affected thereby; and
- B. All the work and all materials and equipment to be incorporated herein, whether in storage on or off the site, and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- D. All persons falling into, climbing upon, or entering any of the excavations, equipment, or work areas, where the contractor has not taken special care during the entire duration of the work.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

706.06 Indemnity Provision: Further, as consideration for obtaining a license, Contractor warrants and agrees that he shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, costs and expenses, including attorney fees, arising out of, or resulting from performance of any work performed by the Contractor, Subcontractor, or any agent, assign or employee of the Contractor or Subcontractor, provided that any such claim, damage, loss or expense;

- A. Is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and/or
- B. Is caused wholly or in part by the negligent acts, errors or omissions of the Contractor, Subcontractor, its agents, assigns or employees, or anyone directly or indirectly employed by either the Contractor or Subcontractor, regardless of whether or not the loss is caused by the County.

Further, as consideration for obtaining a license, Contractor warrants and agrees that he is skilled and experienced in the use and interpretation of the County rules, regulations and 323 requirements, has carefully reviewed the County rules, regulations and requirements for the work covered by the license issued by the County and has found them to be free of ambiguities and sufficient for the purpose of completing the work. Further, he has carefully examined the work site, and from his own observations, has satisfied himself as to the nature and location of the work; the character, quality and quantity of the materials; the difficulties likely to be encountered; and any other items that may affect the execution of the work. Additionally, the Contractor has based his undertaking of work solely on the County requirements and these observations and has not solely relied in any way on other explanation or interpretation, oral or written, from any other source. Further, Contractor agrees to complete the work in accordance with the County requirements in a good and workmanlike manner.

707 - License Renewal:

Each license is for a period of no more than one calendar year. The annual renewal of said licenses is required for any licensee to continue to perform licensed activities within the County and shall be requested by furnishing a renewal application and appropriate fees by the end of the calendar year.

708 - Non-Renewal, Revocation of License:

The County retains the right to refuse to renew any license upon its expiration or revoke any license at any time for the following reasons:

708.01 Failure to submit the renewal application and appropriate fees;

708.02 Failure to adhere to the requirements of these Regulations and the County Construction and Material Specifications;

708.03 Failure to follow the lawful directives and instructions of the Sanitary Engineer or his authorized representatives,

708.04 Any work or service performed by licensee that is or has been unacceptable to the County;

708.05 Failure to correct deficiencies, or unauthorized or unaccepted work;

708.06 Failure to obtain the required permits;

708.07 Having outstanding violations of these Regulations;

708.08 Continuing work after receipt of notice of stop work order;

708.09 Beginning work without notifying the County;

708.10 Continuing work that could endanger the County's systems or the health, safety or welfare of the users of the County's systems and the general public, and

708.11 Any other good cause in the judgement of the Director.

709 - 798 - Reserved:

799 - Penalty:

Whoever violates any provision of this Chapter or County directives pursuant to this Chapter shall be subject to the remedies of **Section 199 - Penalty** of these Regulations.

END OF CHAPTER