INVITATION TO BID

Project Name: Waterways Maintenance Program 2025

Project No. 24-016-CIP

The City of Dublin, Ohio will receive electronic bids for the materials and labor necessary for the construction of the Waterways Maintenance Program 2025 Project. Bids shall be received by City of Dublin via Bid Express until 11:00AM local time on August 6, 2025.

The City of Dublin may choose to not award the bid—and bidders shall hold bids open—until sixty days after the bid opening. The project consists of bank stabilization of eight stream sites within the City of Dublin using clearing and grading activities, stream bank reshaping and stabilization, riprap, natural material, and erosion protection matting installation, installation of temporary sediment controls, permanent stabilization of disturbed areas, and riparian buffer zone plantings to enhance channel stability. The cost estimate for the Project is $1,220,000.

Documents are available online at www.bidexpress.com at no charge. By downloading the attachments, you will immediately become a plan holder. This ensures you receive addendums that may be issued.

As a bidder, you must register, set up to bid, and review each solicitation you intend to bid electronically on before bidding. Note: Navigation of the Bid Express service is FREE unless you select a solicitation for bidding and complete your purchase.

Each bidder is required to furnish with its proposal a Bid Guaranty in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity. The owner intends and requires that this project be completed by May 1, 2026.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Payment of Prevailing Wage is required for this Project.

The City of Dublin reserves the right to accept or reject any or all bids, to waive any informalities or irregularities in the bidding process and to enter into a contract with the bidder whom, in its opinion, offers the lowest and best bid.

Each bidder must ensure that all employees and applicants for employment are not discriminated against based on race, color, religion, sex, or national origin.

By order of the Council of the City of Dublin, Ohio.

Publish dates: July 8, 2025 July 15, 2025 July 22, 2025

B. INSTRUCTIONS TO BIDDERS

1. PRELIMINARY MATTERS
    a. The Project owner is the City of Dublin, OHIO. The Owner's Representative is Paul A. Hammersmith, P.E., Director of Engineering. All questions or request for information shall be submitted through Bid Express.
    b. In connection with the Legal Notice, the City of Dublin (hereinafter called the "City"), issues this Request for Bids for all labor, material, and services necessary for constructing the Waterways Maintenance Program 2025 (the "Project"), as more fully described in the Contract Documents.
    c. Definitions. The word uses here shall have the following meanings:
        i. "City" or "Owner" shall mean the City of Dublin, OHIO.
        ii. "Bidder" or "Contractor" shall all mean an entity or person that submits a bid for the Project and ultimately the entity or person awarded the contract as applicable.
        iii. "Contract Documents" shall mean the documents included with this bid solicitation and listed as Contract Documents in the City/Contractor Agreement.
        iv. "O.R.C." shall mean the OHIO REVISED CODE.
    d. Estimate of Cost [O.R.C. 153.12(A)].
        i. The total estimated construction cost for the base bid Work for the Project for which the City is soliciting bids at this time is $1,220,000.
2. CONTRACTOR QUALIFICATIONS, REGISTERED CONTRACTORS, INCOME TAX, PERMITTING
    a. A Bidder may be a person, private entity, or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in association in the form of a joint venture or other consortium. In the case of a joint venture or other consortium:
        i. All members shall be jointly and severally liable for the execution of the Contract, and
        ii. The association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the consortium during the bidding process and, in the event the joint venture or consortium is awarded the Contract, during Contract execution.
    b. Threshold Qualifications. Every Contractor, before entering a contract with the City, must demonstrate the following:
        i. Registered Contractors. Any person or company (including subcontractors) intending to do work under these Contract Documents shall be required to meet the City of Dublin laws for Contractor Registration, if any, contained in the Codified Ordinances of the City of Dublin as applicable to the particular classification of work to be performed.
        ii. Licensed Contractors. Bidders and subcontractors for work requiring licenses under the O.R.C. shall submit evidence of such licensing in accordance with O.R.C. Chapter 4740.

iii. Foreign Corporations. Business entities formed outside of the state of Ohio shall present proof of registry with the Ohio Secretary of State and demonstrate the existence of an Ohio statutory agent.

c. Income Taxes. All persons or entities performing work under these Contract Documents shall comply with the requirements set forth in the Codified Ordinances of the City of Dublin.

d. Permits and Regulations - Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, inspections and approvals necessary for the execution of his contract. The City will obtain the required building permit for permanent structure.

i. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work required to complete the Project.

ii. The Contractor's attention is directed to the "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U.S. Department of Labor and to its responsibilities thereunder.

3. GENERAL INSTRUCTIONS

a. City expects the Bidder to examine all instructions, forms, terms, and specifications in the Request for Bids. Each Bidder is solely responsible for conducting its own due diligence and investigation in support of the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services it will provide. Bidder's failure to furnish all information or documentation required by the Bidding Documents may result in the City rejecting the Bid.

b. Public Information. The City considers all information, documentation and other materials requested to be submitted in response to this solicitation to be a non-confidential and/or non-proprietary nature and therefore subject to public disclosure under the Ohio Public Records Laws except as specifically exempted by those laws. [O.R.C. Chapter 149].

c. Bidder should carefully read the information contained herein. It is the Bidder's responsibility to submit a complete response to all requirements and questions. Any information submitted by Bidders shall become the property of the City and submitted at the Bidder's sole expense. The City shall not pay any stipend for any submissions related to the bidding process. The City will not provide compensation to Bidders for any expenses incurred for Bid preparation or for any presentations made.

d. The City may disqualify bids that are qualified with conditional clauses, or alterations, or items not called for in the bid documents, or irregularities and deviations from the requirements of the Contract Documents.

e. The City makes no guarantee that an award will be made because of this bid, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this bid or resulting contract when deemed to be in the City's best interest.

4. INTERPRETATION

a. All questions or request for information related to the Project or Contract Documents shall be submitted through Bid Express. The City will make any interpretation of the

proposed documents by Addendum only, duly signed by the City, and a copy of such Addendum will be delivered via Bid Express to each Bidder receiving a set of Contract Documents. The City will not be responsible for any other explanation or interpretation of the proposed documents.

b. In interpreting the Contract Documents, the Bidder shall interpret words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, in accordance with the well-known meaning recognized by the trade.

5. DOCUMENTS TO SUBMIT WITH BID

a. The Bidder shall submit the following completed forms with its response to this Request for Bids:

i. Bid Form

ii. Bid Guaranty and Contract Bond

iii. Affidavit of Authority (if applicable)

iv. Personal Property Tax Affidavit

v. Bidder's Qualification Statement

vi. Insurance Certificate

vii. Noncollusion affidavit

viii. State of Ohio Bureau of Workers' Compensation Certificate

ix. Proposed Supervisory Personnel List

x. Proposed Subcontractor List

xi. Bidder's and Subcontractors' Certificate(s) of licensure, if applicable

b. In addition to the foregoing requirements, Bids submitted by a joint venture or other consortium shall include a copy of the joint venture/consortium agreement entered into by all members. Alternatively, a binding letter of intent or similar irrevocable instrument to execute a joint venture/consortium agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed joint venture/consortium agreement.

c. Each Bidder shall submit its Bid through the Bid Express system. The Bidder's Bid shall be digitally signed as provided by the Infotech system in Bid Express.

d. After the City opens the Bids, it may require the Bidders to make available additional financial information, including, but not limited to, financial statements from the previous three years for review of the City. Such financial statements shall be audited financial statements to the extent available or, if not available, at least be reviewed financial statements. At the City's discretion, it may obtain a copy of such financial information. To the extent the City maintains copies of such documents, the City shall keep additional financial information it receives pursuant to a request under this paragraph confidential to the extent possible, except under proper order of a court. The additional financial information should not be a public record under section 149.43 of the Revised Code. (*See* O.R.C. 9.312).

6. CLARIFICATION OF BIDS

a. To assist in the examination, evaluation, and comparison of the Bids and the qualifications of the Bidders, the City may ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the City shall not be considered. The City's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the City in the evaluation of the Bids.

7. BONDS

a. Each bidder shall submit one of the statutorily required forms of bid security as set forth in O.R.C. Section 153.54 on the form included with the Contract Documents. There are two ways to meet these requirements:

i. OPTION #1: Submit the Combined Bid/Performance/Payment Bond on the form included with the Contract Documents along with the Bid; or,

ii. OPTION #2: Submit a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Revised Code, conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the contracting authority designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. Any letter of credit shall be revocable only at the option of the City. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten per cent of the bid. Any of the foregoing instruments shall be submitted with the City of Dublin listed as the payee or beneficiary. If the Bidder chooses option ii and is awarded the Contract, the Bidder shall then submit a Bond using the form included with the Contract Documents.

b. With any Bond required here, the Bidder shall submit or ensure:

i. *Ohio Department of Insurance Certificate*. Proof that the bond is issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the City in the form of a certificate.

ii. *A Financial Statement*. Proof that the bond is issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders rating of "A-" better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the City, in its sole discretion.

iii. *Proper signatures, credentials, and Power of Attorney*. The bond shall be signed by an authorized agent of an acceptable Surety and by the Bidder; and, include credentials showing the Power of Attorney of the agent.

iv. The name, address, and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

8. EXECUTION OF CONTRACT

a. Within 10 days after award of the Contract, the successful Bidder shall execute and deliver to the City an original of the City/Contractor Agreement, based upon the City's

form. Such contract shall include the terms required by Ohio law and documents required by the Instructions to Bidders and Contract Documents for the Project. The successful Bidder shall have no property interest or rights under the City/Contractor Agreement until the Agreement is properly executed by the City.

9. STATE SALES AND USE TAXES

    a. The City is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Demolition Contract Exemption Certificate to the vendors or suppliers when acquiring the materials. The City will execute properly completed certificates on request.

10. COMPLETION DATE

    a. Each successful Bidder shall have its Work on the Project Complete as follows: May 1, 2026. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the City/Contractor Agreement.

11. MODIFICATION/WITHDRAWAL OF BIDS

    a. Modification. A Bidder may modify its Bid in Bid Express up to the time set for Bids to be submitted. No further modifications shall be made after the time set for submission of Bids. Modifications made outside the Bid Express system will not be considered. All modifications must be complete at the time set for submission of bids. Bidders accepts the risk of late or incomplete modifications and the City will not be obligated to consider late or incomplete modifications.

    b. Withdrawal. Bids may be withdrawn with permission of the City or in strict accordance with O.R.C. Section 9.31 which generally commands that Bidders may withdraw their bids from consideration if the price of the bid was substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the price bid being substantially lower was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, or material made directly in the compilation of the bid. Notice of a claim of right to withdraw such bid must be made in writing filed with the City within two business days after the conclusion of the bid opening procedure.

12. PREVAILING WAGES

    a. Bidder is required to comply with all applicable Ohio Prevailing Wage requirements and labor laws for this Project.

    b. If Prevailing Wage applies to this Project, the determination of the prevailing rates of wages of mechanics and laborers in accordance with section 4115.05 of the Revised Code for the class of work called for by the Project, in the locality where the work is to be performed, shall be attached to and made part of the Contract Documents.

    c. If Prevailing Wage applies to this Project, the Contractor must pay at least the wage rates subsequently listed in the Wage determinations. The Contractor must submit properly executed copies of the Contractor's and subcontractor's payrolls to the City's

Prevailing Wage Coordinator in accordance with the requirements of Section 4115.071 of the O.R.C. Payroll records shall be kept current as failure to do so will delay the Owner's approval for payment of any pending estimates.

13. ALTERNATES

a. The City may request bids on alternates. If the City requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.

b. At the time of awarding the contract, the City will select or reject alternates as it determines is in its best interest. A Bidder's failure to include in its Bid Form the cost of an alternate selected by the City and applicable to the Bidder's work may render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.

c. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the City may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the City will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the City can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest and best base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid. The bidder also acknowledges that its, and other bidders', bids may become responsive or non-responsive based on whether the bidders bid and are qualified for all base work and alternates; and, the City's selection of alternates. The City will evaluate bids to determine the lowest and best bid after it selects the alternates.

d. If, during the progress of the Work, the City desires to reinstate any alternate not included in the Contract, the City reserves the right to reinstate the alternate at the price bid by the Contractor if such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

14. UNIT PRICES

a. Where unit prices are requested in the Bid Form, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the City/Contractor Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the City.

b. The estimated quantities shown herein are approximate only and the City assumes no responsibility for the accuracy of the estimates. Bidders are cautioned to make their

own investigations and determinations of the conditions under which the work will be performed and to base their bids accordingly.

15. ADDENDA

a. The City reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents before the time set for receiving bids. The City will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.

b. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding. Any explanations, interpretations, or other representations made by any other means shall not be legally binding. All Addenda shall become a part of the Contract Documents.

c. Bidders shall submit written questions to the City in sufficient time in advance of the bid opening to allow sufficient time for the City to respond. All Addenda will be issued, and made available through the Bid Express System as provided in 15.d below.

d. Copies of each Addendum will be sent via Bid Express only to the Bidders to whom Contract Documents have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the City before the bid opening to verify the number of Addenda issued.

e. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the City any error, omission, inconsistency, or ambiguity therein.

f. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:

    i. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or

    ii. The Addendum involves only a matter of form or is one that has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

16. PREFERENCE FOR PUBLIC IMPROVEMENT CONTRACTS (As Selected)

a. [X] With respect to the award of this Contract, the City shall give preference to a contractor having its principal place of business in Ohio over a contractor having its principal place of business in a state that provides a preference in favor of contractors of that state for the same type of work. Where a preference is provided by another state for contractors of that state, a contractor having its principal place of business in Ohio is to be granted by the City the same preference over them in the same manner and on the same basis and to the same extent as the preference is granted in letting contracts for the same type of work by the other state. If one party to a joint venture is a contractor having its principal place of business in Ohio, the joint venture shall be considered as having its principal place of business in Ohio.

b. [ ] With respect to the award of this Contract, the City shall not give preference to a contractor having its principal place of business in Ohio over other contractors.

17. METHOD OF AWARD

a. In evaluating Bids, the City may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The Bidder authorizes the City and its representatives to contact the owners, design professionals, and others having knowledge (collectively "Contacts") on projects on which the Bidder has worked and authorizes and requests such Contacts to provide the City with a candid evaluation of the Bidder's performance. By submitting its Bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such Contacts or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such Contacts and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Contacts and the employees of each of them.

b. All Bids shall remain open for acceptance for 60 days following the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid Guaranty before that date.

c. The City reserves the right to reject any, part of any, or all Bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the City to reject any or all Bids or to reject any incomplete or irregular Bid. The City will award a single contract for each of the Bid packages listed above, unless it determines to reject one or more Bid packages. Bidders must furnish all information requested. Failure to do so may result in disqualification of the Bid.

d. Determination of the Bidder Submitting the Lowest and Best Bid. Subject to the right of the City to reject any or all Bids, the City will award the Contract for the Work to the Bidder submitting the lowest and best Bid, taking into consideration accepted alternates.

    i. Buy Ohio/American and Ohio Contractor Bid Preference. If selected above, the City shall apply a domestic Ohio bid preference as outlined below.

        1. Bids will first be evaluated to determine that a bidder's offering is for a domestic source end product as defined in 48 CFR Pt. 25.003 and as required by Section 106.09 of the General Conditions. Information furnished by the Bidder in its Bid shall be relied upon in making this determination. Any Bidder's offering that does not offer a domestic source end product shall be rejected, except where the City determines that certain articles, materials and supplies are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

            a. Following the determination as to domestic source end products, remaining bids and proposals shall be evaluated as set forth below, so as to give preference to Ohio bids or bidders who are located in a border state, provided that the border state imposes no greater restrictions than contained in this rule.

2. Buy Ohio Act compliance

    a. Where the preliminary analysis of bids identifies the apparent low bid as an Ohio bid or a bid from a border state, the City shall proceed with its standard contract award practices and procedures as set forth in the Instructions to Bidders.

    b. Where the preliminary analysis identifies the apparent low bid as one other than an Ohio bid or bid from a border state, the City shall consider the following factors:

        i. Whether the goods or services can be procured in-state in sufficient and reasonably available quantities and of a satisfactory quality;

        ii. Whether an Ohio bid has been submitted;

        iii. Whether the lowest Ohio bid, if any, offers a price to the City deemed to be an excessive price (defined as a price that exceeds by more than five per cent the lowest non-Ohio bid submitted);

        iv. Whether the lowest Ohio bid, if any, offers a disproportionately inferior product or service.

    c. Where the City determines that selection of the lowest Ohio bid, if any, will not result in an excessive price or disproportionately inferior product or service, the City shall include that Bidder in its lowest and best analysis.

    d. Where the City otherwise determines it is advantageous to propose the award of a contract to other than an Ohio bidder or bidder from a border state, the City shall include that Bidder in its lowest and best analysis.

ii. In addition to the forgoing, City may consider the following criteria in determining the lowest and best bidder; and, in its discretion, may consider and give such weight to these criteria as it deems appropriate:

    1. Past Contract Performance

        a. Whether Bidder has failed to perform a contract within the last five years from the date of Bid submission based on all information including fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract, and where all appeal instances available to the Bidder have been exhausted.

        b. Whether Bidder has failed to sign a contract after submitting a bid security in the past five years.

        c. All pending litigation shall in total not represent more than ten percent (10%) of the Bidder's net worth and shall be treated as resolved against the Bidder.

d. Bidder's history of making claims against others or having claims made against it; and, if the Bidder's management operates or has operated another construction company, the work history of that company in determining whether the Bidder submitted the lowest and best Bid.

2. Financial Ability

   a. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.

   b. The City may request Bidder provide for its review audited financial statements, to the extent available, and if not available, reviewed financial statements including balance sheets, income statements, and cash flow statements, or other financial statements acceptable to the City, for the last three years to demonstrate the current soundness of the Bidder's financial position and its prospective long term profitability.

      i. The Bidder's average coefficient of Current ratio (Current Assets/Current Liabilities) compared to 1. The greater, the better.

      ii. The Bidder's average coefficient of Debt ratio (Total Debt/Total Assets) compared to 1. The lesser, the better.

3. Experience

   a. Whether the Bidder has experience under contracts in the role required by this Contract for at least the last five years before the Bid submission deadline, and with activity in at least nine months each year.

   b. Whether the Bidder has participated as in the role required by this Contract in at least two contracts within the last five years, each with a value of at least 85% of the stated estimate for this Project, that have been successfully and substantially completed and that are similar to the proposed Works. Similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in the Contract Documents.

   c. For the above or other contracts executed during the period stipulated in above, whether the Bidder has experience in the following key activities: ODOT Pre-Qualification for horizonal work listed in scope of project including**.**

   d. Whether the Bidder has a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Project, on time and in accordance with the applicable Contract Documents.

e. The Bidder's prior experience on other projects with the City of Dublin and with other public owners, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the City as a willing, cooperative, and successful team member.

4. Whether the Bidder possesses or can obtain sufficient equipment and facilities to complete the Project.
5. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
6. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Prevailing Wage laws, and Ethics laws.
7. The Bidder's participation in a drug-free workplace program acceptable to the City, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the O.R.C..
8. The City's prior experience with the Bidder's surety.
9. The Bidder's interest in the Project as evidenced by its attendance at any pre-Bid meetings or conferences for Bidders.
10. Depending upon the type of the work, other essential factors, as the City may determine and as are included in the Specifications.
11. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.

e. With its Bid, the Bidder will complete and submit to the City a completed Contractor's Qualification Statement (using the format included in Bid Express for the project), and thereafter will provide the City with such additional information as the City may request regarding the Bidder's qualifications.

f. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best Bidder.

g. With its Bid, the Bidder shall submit a list of proposed subcontractors using the form included with the Contract Documents. Subcontract work shall not total more than **50%** of the Contractor's Contact with the City.

h. The City reserves the right to reject proposed Subcontractors before the Contract is awarded. The Bidder shall replace rejected subcontractors with subcontractors acceptable to the City with no change in the amount of the Bid submitted by the Bidder to City. After approval by the City of the list of proposed Subcontractors, Suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the City. The City reserves the right to reject Subcontractors after the Contract is awarded. In that instance, the City shall only be liable to the Contractor for the difference in Contract Price between the rejected subcontractor and the replacement subcontractor. The Contractor's markup on the replacement subcontractor shall be equal to or less than the markup on the rejected subcontractor contract.

i. With its Bid, the Bidder shall submit a list of supervisory personnel with which it intends to staff the Project indicating their respective roles on the Project. The City reserves the right to reject proposed personnel both before and after the Contract is awarded with no additional cost to the City. Once the personnel list is approved by the City, it shall not be changed without the written consent of the City.

j. No Bidder may withdraw its Bid within sixty (60) days after the date Bids are opened. The City reserves the right to waive any formalities or irregularities or to reject any or all Bids.

k. The City reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

l. By submitting its Bid, the Bidder agrees that the City's determination of which Bidder is the lowest and best Bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the City and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the City, its employees, or agents that arise out of or are related to such challenge.

m. Award of Contract. The award and execution of the Contract, when required, will only be made pursuant to the legal process applicable to the City for awarding contracts of this nature.

END OF INSTRUCTIONS TO BIDDERS

C. CITY OF DUBLIN/CONTRACTOR AGREEMENT Munis Contract #

STANDARD AGREEMENT

CITY of Dublin, OHIO

I. INTRODUCTION

This Agreement is entered into on _____, by and between the City of Dublin, OHIO ("Owner"), located at 5555 Perimeter Drive, Dublin, Ohio 43017, and ("Contractor'), located at _____for the City of Dublin Waterways Maintenance Program 2025 ("Project").

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

The Owner, a political subdivision of the State of Ohio, and the Contractor have entered into this Owner-Contractor Agreement ("Agreement") as of the date set forth above. The Owner and the Contractor agree as follows:

1 WORK.

1.1 The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the Contract Documents for the Project. The Contractor shall provide the Performance and Payment Bonds on the forms and in the manner described in the Contract Documents.

1.2 CLEANUP. Contractor shall cleanup, repair, restore and otherwise return any site or location provided by Owner to the condition in which it was delivered to Contractor. Contractor shall repair, at its sole expense, any property it damages, whether part of the work or not, to a condition acceptable to Owner.

1.3 COMPLETION. The Project shall be finally completed by: May 1, 2026. The Contractor shall at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of the Owner, so as to complete the Project by the Date for Final Completion. All materials and equipment provided shall be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.4 SUPERVISION. The Contractor shall assign a competent Project Supervisor who shall be present on site. At the Owner's request and without additional charge to Owner, the Contractor shall replace the Project Supervisor. The Owner's Representative shall not be responsible for the acts or omissions of the Project Supervisor or his assistants. At a minimum, the Project Supervisor shall be present on site whenever any Contractor or Subcontractor personnel are present on site.

1.5 TAXES AND FEES. Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes.

Contractor agrees to withhold all income taxes due or payable under the provisions of Income Tax Ordinances of the Owner, for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

2 CONTRACT DOCUMENTS.

2.1 The Contract Documents consist exclusively of:

- This Agreement Addenda
- Invitation to Bid
- Instructions to Bidders
- Prevailing Wage Rates (if Applicable)
- Proposal
- Bid Schedule
- Performance and Payment Bonds
- Delinquent Personal Property Tax & Noncollusion Affidavit
- Affidavit of Authority (If applicable)
- List of Subcontractors
- Contractor Qualification Statement
- The current version of the City of Dublin General Conditions Division 100
- Supplemental or Special General Conditions
- The current version of the CMS, Specification sections 200 through 1000
- Specifications
- Supplemental Specifications
- Notice of Award to Bidder
- Notice to Proceed
- Final Affidavit of Compliance with Prevailing Wages
- Plans and Drawings

3 OWNER'S REPRESENTATIVE.

3.1 The City Engineer and/or his designee is the Owner's Representative with respect to all matters involving the Owner.

3.2 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor shall direct all communications to the Owner through the Owner's Representative, although the City Manager and Fiscal Officer of the Owner are also authorized to send written communications to the Contractor.

3.3 The Owner's Representative will monitor the progress of the Contractor's Work and will conduct regular inspections of the progress of the Work as provided in the Contract Documents. Such inspections shall not relieve the Contractor of any of its obligations under the Contract Documents.

3.4 The Contractor shall at all times provide the Owner's Representative access to the Work.

4 TIME FOR COMPLETION AND PROJECT COORDINATION.

4.1 Project Time Schedule. The Owner anticipates that Work on the Project will begin upon its issuance of a Notice to Proceed and be completed by May 1, 2026, unless the Owner and Contractor agree to different commencement and completion dates.

4.2 Contractor is responsible for scheduling its subcontractors and for any delay resulting from their performance.

4.3 TIME IS OF THE ESSENCE. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

5 DELAYS AND ACCELERATIONS.

5.1 NOTICE OF DELAYS. The Contractor shall give the Owner written notice of any delay affecting its Work within 24 hours of the commencement of the delay as required in 104.03.B of the General Conditions. The failure to give the required notice or include the required "NOTICE OF DELAY" language shall constitute an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The Owner, in its sole and reasonable discretion, shall determine whether a delay shall entitle the Contractor to an extension of time, additional payment, or both.

5.2 ACCELERATION OF THE WORK. If the Contractor fails to perform as required by the Contract schedule, the Owner may require the Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Final Completion. If the Owner requires the Contractor to accelerate its Work, the Contractor shall take the required action within two days of the Notice. If the acceleration is not due to fault of the Contractor, Owner shall issue a Change Order increasing the Contract Sum to pay the Contractor for the Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Final Completion. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against the Owner for its additional costs incurred in accelerating its Work. The Contractor's additional costs for accelerating its Work shall be determined in accordance with Paragraph 5.2.2.

5.2.1 OWNER'S OBLIGATION TO PAY. The Owner shall pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Date for Final Completion so long as the acceleration is not required as a result of the Contractor's failure to stay on schedule. The Owner shall not be required to compensate the Contractor for accelerating its Work based on the Contractor's own decision so that the Work is in final form by the Date for Final Completion.

5.2.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work and is obligated to pay under Section 5.2.1, the Owner shall pay the Contractor for the Contractor's additional costs of accelerating its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work shall be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, and (d) overhead, including home office overhead, and profit equal to ten percent (10%) of the total amount of items (a) and (b) for which additional compensation is permitted under this Paragraph. The foregoing shall be the only additional

compensation and/or damages the Contractor shall be entitled to receive for accelerating its Work so that it is complete before the Date for Final Completion. As a condition precedent to its recovery of additional compensation, the Contractor shall provide the Owner with full information about the costs of accelerating its Work in the form and format requested by the Owner.

6 CORRECTIVE ACTION.

6.1 If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR SHALL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT (48) HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN THIRTY (30) DAYS OF SUCH NOTICE OR BY THE DEADLINE FOR COMPLETION OF THE PROJECT SET FORTH IN THIS AGREEMENT WHICHEVER IS SOONER AND/OR, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, SHALL IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued uninterruptedly without waiting to initiate any dispute under Paragraph 11 of this Agreement or the resolution of any dispute initiated under such paragraph.

7 CONTRACT SUM. The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Project and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents will be $. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor because of the Work or the materials incorporated into the Work. The Contractor shall pay any such taxes.

8 LIQUIDATED DAMAGES.

8.1 The Contractor shall have its Work completed by the Completion Date stated in Paragraph 1.3; the timeline may be varied following award of the contract based upon the Contractor's ability to perform the work on a different timeline acceptable to the Owner. By entering into this Agreement, the Contractor agrees that the period for performing the Work is reasonable and that the Contractor's Work can be substantially complete by the date stated in this Agreement.

8.2 If the Contractor does not have its Work on the Project complete by the Completion Date or as otherwise agreed by the parties, the Contractor will pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages as set forth in 108.07 of the General Conditions.

8.3 The Contractor acknowledges by signing this Agreement with the Owner that the amount of liquidated damages represents a reasonable estimate of the actual damages the Owner would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the

Project, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents. In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

9 LIMITATION AND LIABILITY.

9.1 The Owner's total liability under this Agreement shall be limited to the amount set forth in the Finance Director's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

10 PAYMENT

10.1 APPLICATIONS FOR PAYMENT. Payment applications shall be submitted on a monthly basis and shall reflect the amount of work completed as of the date the application for payment is submitted. On or before Completion, the Contractor shall submit to the Owner, an itemized payment application for such period in the following format and with one copy of the following documentation: 1) Invoice for work performed and materials and equipment provided for the previous pay period; 2) Current list of the Contractor's Subcontractors and suppliers showing their respective contract sums, amount paid, and amount due; 3) Contractor's Affidavit of Release of Liens with and lien releases in the format provided by the Owner for all the Contractor's Subcontractors and suppliers current through the date of the Contractor's previous Application for Payment; 4) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

10.2 The Owner may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Owner from loss because of: 1) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Owner; 2) The Contractor's default or failure to perform any of its obligations under another contract that it has with the Owner; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent set forth in the application for payment; 5) Any representations made by the Contractor are untrue; 6) The failure of the Contractor to make payments to its Subcontractors; 7) Damage to the Owner's property or the property of another person or laborer; 8) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or 9) Liens filed or reasonable evidence indicating the probable filing of such liens.

10.3 The Owner will pay the Contractor within 30 days after receipt of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Owner may establish a cut-off date for the submission of the payment application.

11 CHANGE ORDERS.

11.1 A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any.

12 GENERAL.

12.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Owner shall require the signature of the Owner's Representative acting under the authority of a specific resolution of the Owner. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

12.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

12.3 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor.

12.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Union County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

12.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the Owner shall not commence until the discovery of such defective or non-conforming Work by the Owner.

12.6 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Owner's Representative/Designee," and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

12.7 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement.

Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

12.8 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner shall be subject to the sole discretion of the Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor shall have the burden of proving by clear and convincing evidence that it was not made in good faith.

12.9 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

12.10 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to Ohio's Prevailing Wage law if applicable.

12.11 PROJECT SAFETY. The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

12.12 EQUAL OPPORTUNITY. Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

12.13 USE OF OWNER'S FACILITIES. The Contractor shall ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of the Owner: use the Owner's cafeteria, rest rooms, or phones; use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by the Owner. The Owner will not tolerate any such actions and any such action observed or made known to the Owner shall be dealt with severely.

12.14 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the O.R.C., and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

12.15 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under ORC Section 5719.024 is incorporated herein.

12.16 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

City of Dublin, OHIO

By: _____ By: _____

Its: _____ Its: _____

Date: _____ Date: _____

APPROVED AS TO FORM:

_____ Date: _____

CITY OF DUBLIN, LEGAL

CERTIFICATE OF AVAILABILITY OF FUNDS

I, Jaime Hoffman, hereby certify that I am the fiscal officer for the City of Dublin, OHIO and that the amount of money to with $ required to meet the cost of the attached Contract between the City and has been or will be, before the ordering of any materials, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances. Monies due in excess of the Contract Sum and any Contingency amount assigned thereto shall require an additional and separate Fiscal Officer's Statement of Availability which shall not be given unless the Contract adjustment is directly attributable to one of the express methods for increasing the Contract Sum under the Contract Documents; and, such process is completed in the manner required by the Contract Documents.

_____ _____

Date Jaime Hoffman, Interim CFO/Finance Director

D. OWNER EXECUTION CHECKLIST

The following list highlights and serves as a reminder of actions required to execute the Contract with the selected bidder.

Notice of Award

- ☐ Complete the form once bidder selected
- ☐ Mail form to bidder
- ☐ Collect acceptance from bidder

Notice of Award to Surety and Surety's Agent

- ☐ Complete the form once bidder selected
- ☐ Send the bond to legal counsel for double-check of validity
- ☐ Send notice form to Surety and Agent at the addresses listed on the Bond form

Bid Tabulation Sheet

- ☐ If Prevailing Wage applies, ensure that the Bid Tabulation Sheet is completed and in your Project file

Prevailing Wage

- ☐ Check the date of the Determination Letter included with the Contract Documents. If it has expired, issue new prevailing wage rates to the Contractor.

Owner/Contractor Agreement

- ☐ Have the Contractor sign the Agreement
- ☐ Have the Law Director review and sign the Agreement
- ☐ Have the Fiscal officer sign the Agreement
- ☐ Have the City of Dublin representative sign the Agreement

Notice of Commencement

- ☐ Complete the Notice of Commencement form and put it in the Project file
- ☐ Must produce it if requested but no filing requirement

Notice to Proceed

- ☐ Issue the Notice to Proceed

Bidder's and Subcontractors' Certificate(s) of Licensure

- ☐ If applicable, Collect from Bidder if not submitted with Bid

E. NOTICE OF AWARD TO BIDDER

Date: _____

PROJECT: Waterways Maintenance Program 2025

The City of Dublin (Owner) has considered the Bid submitted by you for the above-described work in response to the Legal Notice dated July 8, 2025.

You are hereby notified that your Bid has been accepted for items in the amount of $.

You are required by the Instructions to Bidders to execute the Contract and furnish the required documents within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Contract within ten (10) days from the date of this notice, Owner may—at its discretion—exercise its rights with respect to your Bid guaranty and be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this date_____.

Sincerely,

_____
Paul A. Hammersmith, P.E.
Director of Engineering

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Bidder_____

This date_____.

By: _____

Title: _____

A. NOTICE OF AWARD TO SURETY AND SURETY'S AGENT

(Surety)_____

(Address)_____

(City/State/Zip)_____

(Surety's Agent)_____

(Address)_____

City/State/Zip)_____

Date: _____

SENT BY REGULAR U.S. MAIL

RE: NOTICE OF AWARD OF CONTRACT

To Whom It May Concern:

You are notified that your principal, , has been awarded a contract for the City of Dublin, Waterways Maintenance Program 2025, in the amount of $ by the City of Dublin, OHIO.

Sincerely,

_____
Paul A. Hammersmith, P.E.
Director of Engineering

B. NOTICE TO PROCEED

To:

Date: _____

Project: **Waterways Maintenance Program 2025**

Owner: City of Dublin, OHIO
5555 Perimeter Drive, Dublin, Ohio 43017

You are hereby notified to commence Work in accordance with the City/Contractor Agreement dated , and you are to complete the Work in the time required by the Contract Documents. Within ten (10) days from this Notice to Proceed date, you will begin physical, on-site improvements. You are required to return an acknowledged copy of this Notice to Proceed, to the Owner, indicating Acceptance of this Notice to Proceed.

_____
Paul A. Hammersmith, P.E.
Director of Engineering

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this date _____.

By: _____

Print Name: _____

Title: _____

C. NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT (O.R.C. §1311.252)

NOTICE IS HEREBY GIVEN OF THE COMMENCEMENT OF A PUBLIC IMPROVEMENT AS FOLLOWS:

1. The public improvement is identified as the **Waterways Maintenance Program 2025** located Citywide.

2. The public authority and Owner responsible for the public improvement is the City of Dublin, Ohio, 5555 Perimeter Drive, Dublin, Ohio 43017.

3. The principal contractor(s) for the public improvement are as follows:

, .

4. The date the City of Dublin first executed a contract with a principal contractor for this public improvement is .

5. The name and address of the representative for the City of Dublin upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is Paul A. Hammersmith, P.E., Director of Engineering for the City of Dublin, OHIO, 6555 Shier- Rings Road, Dublin, Ohio 43016.

_____ _____

Paul A. Hammersmith, P.E. Date
Director of Engineering

The foregoing instrument was acknowledged before me this date _____ by Paul A. Hammersmith, P.E., Director of Engineering for the City of Dublin, OHIO.

Signature and Seal of person taking acknowledgement:

_____

D. PREVAILING WAGE BID TABULATION SHEET

Please print and complete this form. Keep it with your records until the contract has been awarded. Once the contract has been officially awarded, check mark which company was awarded the contract for the project and send or fax a copy to the Wage and Hour Division at 614-728-8639.

Contracting Public Authority: the City of Dublin, OHIO		
Project Name: Waterways Maintenance Program 2025		
Project No.:	Bid Date: August 6, 2025	Estimate: $1,220,000

Contract Description: x General □HVAC □Electrical □Plumbing □Asbestos □Other_____

Awarded to (check)	List of Bidding Contractors	Total Bid Amount

Submitted By

Submit Questions to: Telephone Number: 614-410-4636	Submit Questions to: Fax: 614-410-4477 E-Mail:
Title: Director of Engineering Print Name: Paul A. Hammersmith, P.E. Date: _____	Signature: _____ Paul A. Hammersmith, P.E.

II. ADDITIONAL PROJECT FORMS

A. PAYROLL INFORMATION

PROJECT: **Waterways Maintenance Program 2025**

I, _____
(Name),

_____ (Title) of _____
(Company Name), state the following:

1. That I pay or supervise the payment of the persons employed by _____ (Company Name) on the above-referenced project.

2. That during the payroll period commencing on the _____ day of _____, 2025, and ending on the _____ day of _____, 2025, all persons employed on said project have been paid the full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor/Subcontractor) from the full weekly wages earned by such persons; and that no deductions have been made either directly or indirectly from the full wages earned by such persons, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

3. That any payrolls otherwise under this Agreement for Construction (the "Agreement") required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the specifications as supplied by the Department of Industrial Relations or any wage determination incorporated into the Agreement; and that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Ohio Apprenticeship Council.

5. That (check applicable box):

□ a. WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS:

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits listed in the Agreement have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 below.

□ b. WHERE FRINGE BENEFITS ARE PAID IN CASH:

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, and amount not less than the sum of the applicable basic hourly wage rate plus the

amount of the required fringe benefits as listed in the Agreement, except as noted in Section 4☐ below.

c. Exceptions:

Exception (Craft): Explanation:

_____

_____

_____

_____

Remarks:

_____

_____

_____
(Signature)

_____
(Print Name and Title)

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in Section 4115.99 of the O.R.C.

B. FINAL AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGES

PROJECT: **Waterways Maintenance Program 2025**

STATE OF _____

COUNTY OF _____, SS:

I,_____,(Name of person signing the affidavit) _____ (Title) do hereby certify that the wages paid to all employees of _____ (Company Name) for all hours worked on project the City of Dublin Waterways Maintenance Program 2025 located Citywide during the period from _____to_____ are in compliance with the Prevailing Wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

_____

(Signature of Affiant)

_____

(Print Name)

Sworn to and subscribed in my presence this _____ day of _____, 2025.

_____

Notary Public

The above affidavit must be executed and sworn to by the officer or agent or the Contractor/Subcontractor who supervised the payment of employees, before the City of Dublin, OHIO will release the surety and/or make final payment due under the terms of the Agreement.

C. CONTRACTOR'S LIEN WAIVER AND RELEASE AGREEMENT

Project: **Waterways Maintenance Program 2025**

The undersigned hereby acknowledges receipt of payment from the City for all Work on the Project through the date of its prior Application for Payment. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of its last Application for Payment to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic's liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Claim as required by the Contract Documents. The undersigned acknowledges and agrees that this wavier and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the City, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation subcontractors and suppliers, through the date of its last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Claim as required by the Contract Documents, a copy of which has been delivered to the City. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation, or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Agreement is for the benefit of, and may be relied upon by the City. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work or improvement, and real property from any and all Claims, or liens that are or should have been released in accordance with this Agreement.

Contractor Name:_____

Authorized Signature: _____

Title: _____

The foregoing instrument was acknowledged before me this _____, day of _____, 20____ by _____.

Signature and Seal of person taking acknowledgement:

_____

CITY OF DUBLIN GENERAL CONDITIONS DIVISION 100

ITEM 101 DEFINITIONS AND TERMS

101.01 General

101.02 Abbreviations

101.03 Definitions

101.04 Interpretations

101.01 General. These Construction and Material Specifications are written to the Bidder before award of the Contract and to the Contractor after award of the Contract. The sentences that direct the Contractor to perform Work are written as commands. For example, a requirement to provide cold-weather protection would be expressed as, "Provide cold-weather protection for concrete," rather than "The Contractor shall provide cold-weather protection for concrete." In the imperative mood, the subject "the Bidder" or "the Contractor" is understood.

All requirements to be performed by others have been written in the active voice. Sentences written in the active voice identify the party responsible for performing the action. For example, "The Engineer will determine the density of the compacted material." Certain requirements of the Contractor may also be written in the active voice, rather than the active voice and imperative mood, if the sentence includes requirements for others in addition to the Contractor. For example, "If the Contractor, at any time, fails to comply with the provisions of 105.14, the Engineer will immediately notify the Contractor of such non-compliance."

Sentences that define terms, describe a product or desired result, or describe a condition that may exist are written in indicative mood. These types of sentences use verbs requiring no action. For example, "The characteristics of the soils actually encountered in the subgrade may affect the quantity of the cement and depth of treatment necessary."

101.02 Abbreviations. The following abbreviations, when used in the Contract Documents, represent the full text shown below.

AAN American Association of Nurserymen

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AISC American Institute of Steel Construction

AISI American Iron and Steel Institute

ANSI American National Standards Institute

AREA American Railway Engineering Association

ASA American Standards Association

ASCE American Society of Civil Engineers

ASME American Society of Mechanical Engineers

ASTM American Society for Testing and Materials

AWG American Wire Gage

AWPA American Wood Preservers' Association

AWS American Welding Society

AWWA American Water Works Association

BMP Best Management Practice (erosion)

BUSTR Bureau of Underground Storage Tank Regulations (Division of Fire Marshal)

CCC City of Dublin Codified Ordinances

CCRL Cement and Concrete Reference Laboratory

CFR Code of Federal Regulations

CMSC Construction and Material Specifications - City of Columbus (excluding Division 100)

CPESC Certified Professional in Erosion and Sediment Control

CRSI Concrete Reinforcing Steel Institute

EEI Edison Electric Institute

EIA Electronic Industries Alliance

EPA Environmental Protection Agency

FEMA Federal Emergency Management Agency

FHWA Federal Highway Administration, Department of Transportation

FSS Federal Specifications and Standards, General Services Administration

HMA Hot Mix Asphalt

ICEA Insulated Cable Engineers Association

IEEE Institute of Electrical and Electronic Engineers

IES Illuminating Engineering Society

IME Institute of Makers of Explosives

IMSA International Municipal Signal Association

IPCEA Insulated Power Cable Engineering Association

IPS International Pipe Standard

ISSA International Slurry Seal Association

ITE Institute of Transportation Engineers

JMF Job Mix Formula

MSDS Material Safety Data Sheets

NACE National Association of Corrosion Engineers

NCHRP National Cooperative Highway Research Program

NEMA National Electrical Manufacturers Association

NHI National Highway Institute

NIST National Institute of Standards and Technology

NOI Notice of Intent

NPDES National Pollutant Discharge Elimination System

OAC Ohio Administrative Code

ODNR Ohio Department of Natural Resources

ODOT Ohio Department of Transportation

ODOTCMS Ohio Department of Transportation, Construction and Material Specifications

OEPA Ohio Environmental Protection Agency

OMUTCD Ohio Manual of Uniform Traffic Control Devices

ORC Ohio Revised Code

ORDC Ohio Rail Development Commission

OSHA Occupation Safety & Health Act

OWPCA Ohio Water Pollution Control Act

PCA Portland Cement Association

PCC Portland Cement Concrete

PCI Precast/Prestressed Concrete Institute

QA Quality Assurance

QC Quality Control

QPL Qualified Products List

RACP Reclaimed Asphalt Concrete Pavement

RAP Recycled Asphalt Pavement

RH Relative Humidity

RPCC Recycled Portland Cement Concrete

SAE Society of Automotive Engineers

SI International System of Units (Metric)

SSPC Society for Protective Coatings

S-U-P Shared Use Path

SWPPP Storm Water Pollution Prevention Plan

UL Underwriters' Laboratories, Inc.

USACE United States Army Corps of Engineers

VECP Value Engineering Change Proposal

WMA Warm Mix Asphalt

101.03 Definitions. The following terms or pronouns, when used in the Contract Documents, are defined as follows:

Addendum or Addenda. Written instructions issued by the City prior to Bid opening for the purpose of varying, modifying, rescinding or adding to portions of the Contract Documents.

Advertisement (or Invitation for Bids). The public announcement, as required by law, inviting Proposals for Work to be performed or materials and equipment to be furnished. Such Proposal will indicate with

reasonable accuracy the type, quantity and location of the Work to be done or the character and quality of the materials to be furnished and the time and place of the opening of Proposals.

Award. The written acceptance by the Director of a Proposal.

Bid. Same as Proposal**.**

Bid Documents. The Bid Documents include the Advertisement for Bids, Instructions to Bidders, Addenda, Proposal, Electronic Bidding Software file(s), Contract, Contract forms and required bonds, Specifications, Supplemental Specifications, Special Provisions, Plans, Plan Notes, Standard Drawings, and any other document specifically designated by the Department as a Bid Document, all of which constitute one instrument. Any other documents provided with the bid are for informational purposes only and are not part of the Bid Documents. The City may request that the Bidder sign an acknowledgement that such informational documents are expressly excluded from the Contract.

Bidder. Any individual, firm, partnership, or corporation submitting a Proposal for the advertised work, acting directly or through a duly authorized representative.

Borrow Area. The term borrow area refers to locations outside the right-of-way from which natural materials are removed for use in the Work.

Bridge. A structure, including supports, erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of more than 10 feet (3.0 m) between the center line of bearing of abutments or extreme limits of openings for multiple boxes.

A. The length of a bridge structure is the over-all length measured between centerline of abutments.

B. The roadway width of a bridge structure is the clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guardrails or, in the case of multiple heights of curbs, between the bottoms of the lower risers. For curb widths of one foot (0.3 m) or less, the roadway width shall be measured between parapets or railings.

Calendar Day or Day. Every day shown on the calendar.

Certified Test Data. A test report from a manufacturer's laboratory or independent laboratory listing actual test data for the specified City requirements for the samples tested and a statement by a person having legal authority to act for the supplier and/or manufacturer of the material that the test report furnished represents the material delivered to the City of Dublin project. The certification shall include the Laboratory Report No. and the name of the project to which the material is delivered. Laboratory reports signed by a Registered Professional Engineer and those signed by other personnel and notarized will be accepted for this purpose.

Change Order. A written order issued by the Engineer to the Contractor covering changes to the terms and conditions, plans and/or quantities, within or beyond the scope of the Contract and establishing the basis of payment from existing funding and any time adjustments for the Work affected by the changes.

City. The City of Dublin, acting through its Director or properly authorized agents thereof, such agents acting severally within the scope of the particular duties entrusted to them.

Claim(s). A claim is a request, by the Contractor or the City, for adjustment in Contract Sum or Time, or both, when resolution is not reached using other provisions in the Contract.

Clean Hard Fill. Construction and demolition debris which consists only of reinforced or nonreinforced concrete, asphalt concrete, brick, block, tile, and/or stone which can be reutilized as construction material. Brick in clean hard fill includes but is not limited to refractory brick and mortar. Clean hard fill does not include materials contaminated with hazardous wastes, solid wastes, or infectious wastes. (OAC 3745-400-01(E))

Clean Soil. Clean soil consists of soil, rock, sand, and other unaltered nontoxic geological materials that are not contaminated with petroleum, PCB's, hazardous wastes (as defined in ORC 3734.01(J)), raw sewage, trash or other solid wastes (as defined in ORC 3734.01(E)), or mixed with vegetative debris, asphalt, concrete, scrap metal, bricks, pavement, or other man-made materials constituting construction and demolition debris.

Completion Date. The date on which the Work shall be completed.

Conduit. Any pipe or similar passageway for electricity, gas, water or other utility.

Construction Limits (Work Limits). The farthest boundary of the project where the Contractor shall not proceed and is restricted from working beyond the limits shown on the Drawings without approval by the City.

Construction and Demolition Debris consists of materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any physical structure that is built by humans, including, without limitation, houses, buildings, industrial or commercial facilities, or roadways. "Construction and Demolition Debris" includes particles and dust created during demolition activities. "Materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any manmade physical structure," are those structural and functional materials comprising the structure and surrounding site improvements, such as brick, concrete and other masonry materials, stone, glass, wall coverings, plaster, drywall, framing and finishing lumber, roofing materials, plumbing fixtures, heating equipment, electrical wiring and components containing no hazardous fluids or refrigerants, insulation, wall- to-wall carpeting, asphaltic substances, metals incidental to any of the above, and weathered railroad ties and utility poles. "Materials resulting from the alteration, construction, destruction, rehabilitation, or repair" do not include materials whose removal has been required prior to demolition, and materials which are otherwise contained within or exist outside the structure such as solid wastes, yard wastes, furniture, and

appliances. Also excluded in all cases are liquids including containerized or bulk liquids, fuel tanks, drums and other closed or filled containers, tires, and batteries. (ORC 3714.01(C))

Contract Documents. The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Addenda, Proposal, Affidavits, Contract, Contract forms and required bonds, Specifications (CMSC), Supplemental Specifications, Special Provisions, Plans, Plan Notes, Standard Drawings, Notice to Proceed, Notice of Commencement, and Auditor's Purchase Order as the same are published or may be published and amended by the several Divisions of the City, Change Orders, Contract Modifications, and any other document included by reference by the City as a Contract Document, all of which constitute one instrument.

Contract Item (Pay Item/Reference Number). A specifically described unit of Work for which a price is provided in the Contract.

Contract Modification. A change to the terms and conditions of the executed Contract Documents beyond that approved at the time of Contract award. A Contract Modification must be authorized in accordance with Section 37.05 of the Codified Ordinance of the City of Dublin.

Contract Performance and Payment Bond(s). The approved form of security, executed by the Contractor and its surety or sureties, guaranteeing complete execution of the Work as required by the Contract Documents and the payment of all legal debts pertaining to the construction of the Project.

Contract Price. The amount of compensation bid by the Contractor for a Contract Item in the Proposal or the amount of compensation established for a Contract Item added or modified pursuant to the Contract Documents.

Contract Sum. The Contract Sum is stated in the Contract and, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum may include a contingency amount; however, the contingency amount is not due to the Contractor unless approved by Change Order.

Contract Time. The number of workdays or calendar days, including authorized adjustments, allowed for completion of the Project. When a specified Completion Date is shown in the Contract Documents instead of the number of workdays or calendar days, completion of the Project shall occur on or before that date. Specified Completion Date and Calendar Day Contracts shall be completed on or before the day indicated even when that date is a Saturday, Sunday, or holiday.

Contract. The written agreement between the City and the Contractor setting forth the obligations of the parties, including, but not limited to, legal terms and conditions, the performance of the Work, the furnishing of labor and materials, and the basis of payment.

Contractor. The individual, firm, partnership, corporation, or other entity contracting with the City for performance of prescribed Work, acting directly or through a duly authorized representative and qualified under the requirements of the Contract Documents.

County. The designated county in which the Work specified is to be done.

Culvert. Any structure not classified as a Bridge that provides an opening under the roadway.

Department. The department of the City of Dublin under which the Project is being performed.

Director. The Director of the City department under which the Project is being funded or the department that is holding the Contract.

Engineer. The Engineer, Architect, Planner, or other authorized representative of the City of Dublin working under the supervision of the Director of the Division under which the project is being performed. The Engineer, or the Engineer's authorized representative, is the duly authorized agent of the City acting within the scope of its authority for purposes of engineering and administration of the Contract.

Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Estimate/Request (Partial Payments). Written monthly requests for partial payment submitted by the Contractor based on the value of Work completed and materials in place and/or delivered.

Extra Work. An item of Work not provided for in the Contract as awarded but found necessary to the satisfactory completion of the Contract within its intended scope.

Fabricator. The individual, firm, or corporation that fabricates structural metals or prestressed concrete members as an agent of the Contractor.

Field Order. A written order to the Contractor directing a minor change in the Work but that does not involve an adjustment in the Contract Sum or an extension of the Contract Time and is not inconsistent with the intent of the Contract Documents.

Inspector. The Engineer's authorized representative assigned to make detailed inspections of Contract performance.

Laboratory. The testing laboratories of the City or a reputable testing laboratory that is designated by or acceptable to the Director for rendering testing and inspection services.

Materials. Any materials or products specified for use in the construction of the Project and its appurtenances.

Metrication. Throughout these specifications, the English units are used as the primary unit with the metric equivalents shown in parentheses. The metric equivalents were arrived at using "soft conversion" where the metric equivalent to the standard English unit is a straight mathematical conversion. The conversions shown are for information and training purposes only, and should not be regarded as the standards. Industry standard metric values have not been used in these specifications.

National Holidays. New Year's Day, January 1; Martin Luther King's Birthday - the Third Monday in January; Presidents' Day, the Third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the First Monday in September; Thanksgiving Day, the fourth Thursday in November; Christmas Day, December 25. All dates are subject to change when observed by the City on a date other than the foregoing dates listed.

Notice of Award. Written notice by the City to the apparent successful bidder stating that upon compliance with the conditions enumerated therein, within the time specified, the City intends to enter into a Contract.

Notice of Commencement. Legal notice by the City indicating the beginning of construction on a public improvement.

Notice to Proceed. Written notice to the Contractor, by the Director or the Director's authorized representative, authorizing the beginning of Work and setting forth the Completion Date.

Owner. The Department or Division of the City of Dublin that invited Bids and is financially responsible for the Project.

Plans. The general and detailed plans, profiles, typical cross-sections, standard drawings, contract drawings and supplemental drawings, approved by the Director, or exact reproductions thereof, which show the location, character, dimensions and details of the Work. Plans do not include any electronic data provided as information to the Bidder and expressly identified as "for informational purposes only".

Prebid Question. A written inquiry submitted by a prospective Bidder.

Profile Grade. The trace of a vertical plane intersecting the top of curb, centerline of roadway, or as indicated on the plans. Profile grade means either elevation or gradient of such trace according to the context.

Project. The Work together with all appurtenances and construction to be performed thereon under the Contract.

Project Limits. Project limits are points on the mainline centerline of construction where the proposed improvement, as described in the project description on the Title Sheet (excluding incidental construction), begins and ends.

Proposal Form. The approved form on which the City requires Proposals to be prepared and submitted for the Work.

Proposal Guaranty. The approved form of security furnished with a Proposal to guarantee that the Bidder will enter into the Contract if its Proposal is accepted.

Proposal (or Bid). The offer of a Bidder, on the prescribed forms properly signed and guaranteed, to perform the Work and to furnish the labor and materials at the prices quoted. Throughout the Contract, the terms Proposal and Bid are used interchangeably.

Reasonably Close Conformity. Reasonably close conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances and the completed Work or portion of Work functions or performs as intended.

Registered Professional Engineer. An engineer registered with the Ohio State Board of Registration for Professional Engineers and Surveyors to practice professional engineering in the State of Ohio.

Registered Surveyor. A surveyor registered with the Ohio State Board of Registration for Professional Engineers and Surveyors to practice professional surveying in the State of Ohio.

Request for Information (RFI). Request from Contractor seeking interpretation or clarification of the Contract Documents.

Right-of-Way. A general term denoting land, property, or interest therein, acquired for or devoted to Project purposes and extending to the limits under the control of the state or local authority.

Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the Right-of-Way.

Roadbed. The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulder.

Roadside. The areas between the outside edges of the shoulders and the Right-of-Way boundaries. Unpaved median areas between inside shoulders of divided highways and infield areas of interchanges are included.

Roadway. The portion of a highway or street within limits of construction.

Sewer. Pipe or conduit intended for carrying storm or sanitary flow.

Shoulder. The portion of the roadway contiguous to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

Sidewalk. The facility within the public Right-of-Way primarily constructed for the use of pedestrians.

Special Provisions. Additions and revisions to the standard and Supplemental Specifications covering conditions applicable to an individual Project.

Specialty Items. Work specified by the Contract Documents that requires specialized knowledge and/or equipment and materials to perform.

Specifications (CMSC). The directions, provisions, and requirements contained herein as supplemented by the Supplemental Specifications and Special Provisions.

State. The State of Ohio acting through its authorized representative.

Street. A general term denoting a public way for purpose of vehicular travel, including the entire area within the Right-of-Way.

Structures. Bridges, culverts, catch basins, curb inlets, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, curbs, pavements, sewers, water mains, service pipes, underdrains, foundation drains, and other features that may be encountered in the Work and not otherwise classified herein.

Subcontractor. The individual, firm, partnership or corporation to which the Contractor sublets part of the Contract to be performed on the job site.

Subgrade. The surface upon which a structure or work and appurtenances are to be constructed.

Substructure. All of that part of the structure below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames, together with backwalls and wings.

Superintendent. The Contractor's authorized representative in responsible charge of the Work.

Superstructure. The entire structure except the Substructure.

Supplement. A list of requirements for fabrication plants, methods of test, or other miscellaneous requirements that are maintained on file with either the City of Dublin (CS) or the Ohio Department of Transportation (OS).

Supplemental Specifications. Detailed specifications supplemental to or superseding the Specifications.

Surety. The corporation, partnership, or individual, other than the Contractor, executing a bond (or bonds) furnished by the Contractor.

Titles (or Headings). The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Waste Area. The term waste area refers to locations outside the Right-of-Way upon which materials from the Work are to be deposited as waste.

Water Line. Conduit for carrying public water supply.

Work. The furnishing of all labor, services, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations imposed by the Contract Documents.

Work Days. Wherever indicated inside these specifications, workdays are defined as: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding National Holidays and, if applicable, the day that a National Holiday is observed.

Working Drawings. Stress sheets, shop drawings, erection plans, falsework plans, installation plans, certified drawings, frame work plans, cofferdam plans, bending diagrams for reinforcing steel, or any

other supplementary plans or similar data that the Contractor is required to submit in order to describe any portion of the Work.

101.04 Interpretations. In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," unless expressly otherwise provided, it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer".

ITEM 102 BIDDING REQUIREMENTS AND CONDITIONS

102.01 Intentionally Blank

102.02 Availability and Contents of Bid Documents

102.03 Preparation of Proposals

102.04 Interpretation of Quantities in Proposal

102.05 Examination of Contract Documents and Work Site

102.06 Duty to Notify of Errors in Bid Documents

102.07 Bid Award Determination

102.08 Non-Responsive Proposals

102.09 Rejection of Unbalanced Bid

102.10 Proposal Guaranty

102.11 Delivery of Proposal

102.12 Withdrawal of Proposals Prior to Bid Opening

102.13 Withdrawal of Proposals after Bid Opening (Mistake in Bid)

102.14 Public Opening of Proposals

102.15 Material Standards

102.01 Intentionally Blank.

102.02 Availability and Contents of Bid Documents. Bid Documents are available to prospective bidders at the location stated in the advertisement. The Bid Documents will state the location and description of the contemplated Work and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items for which unit bid or lump sum prices are invited. The Bid Documents will state the Contract Time, the amount of the Proposal Guaranty, and the date, time and place of the opening of Proposals. The Plans, Specifications, Supplemental Specifications, Special Provisions, standard drawings or other documents designated in the Bid Documents, will be considered a part of the Proposal whether attached or not.

102.03 Preparation of Proposals. Prepare a Proposal according to this subsection and the requirements found in the Bid Documents.

A. General. Provide prices for each item listed in the Proposal.

When an item in the Proposal contains a choice to be designated by the Bidder, the Bidder shall indicate that choice in accordance with the Specifications for that particular item, and thereafter no further choice will be permitted.

The Proposal shall include all documents, duly executed as applicable, that are required to be submitted as directed in the Advertisement.

ENTITY SUBMITTING PROPOSAL

REQUIRED SIGNATURE

Individual	The individual or a duly authorized agent.
Partnership	A partner or a duly authorized agent.
Joint Venture	A member or a duly authorized agent of at least one of the joint venture firms.
Corporation	An authorized officer or duly authorized agent of the corporation. Also, show the name of the state chartering the corporation and affix the corporate seal.
Limited Liability Company	A manager, a member, or a duly authorized agent.

Anyone signing a Proposal in a representative capacity must provide evidence of his or her authority to bind the bidder by Affidavit.

Before a contract will be awarded to a foreign corporation or an individual or partnership non-resident of the State of Ohio, such foreign corporation, individual, or partnership non-resident shall file with the Secretary of State a power of attorney designating them or their agent or the Secretary of State, as agent, for the purpose of accepting service of summons, in any action in law or equity, or both, brought in the State of Ohio.

Submitting Bids Electronically. When submitting a Bid electronically, properly complete the electronic file and submit it using the software specified in the Bid Documents rather than completing it by handwriting, typing, or using unauthorized computer-generated forms. Properly execute the Proposal by completing all of the required fields and attaching the required signatures in the spaces provided in the electronic file.

Submitting Paper Bids. When submitting a paper Bid, submit the Proposal upon the forms furnished by the City or on an acceptable form generated by a computer.

Specify a unit price in figures for each proposal item for which a quantity is given in the “Unit Price” column. Calculate and place the products for the respective unit prices and quantities in the “Bid Amount” column. For a lump sum item, place the same price in the “Unit Price” column and in the “Bid Amount” column pertaining to that item. Indicate the total Proposal amount by adding the values entered in the “Bid Amount” column for the listed items. All the words shall be in ink or typed.

Computer Generated Bid Sheet: If permitted in the Bid Documents, the Bidder may submit an 8 1/2 x 11 inches (216 x 279 mm) computerized bid sheet or sheets attached to the Proposal. The computerized bid sheet or sheets must meet the following requirements:

- reference numbers, description, units and quantities included,
- a unit price per/item,
- an extension price per/item,
- project name, number, and date on each sheet,
- subtotals and totals clearly identified,
- blanks where appropriate,
- in the event of a deleted item - the word deleted inserted,
- lines between columns and items,
- each page numbered,
- a general summary of subtotals must be shown on the last sheet,
- the following statement must appear on the last sheet of the computerized bid:

"The Bidder's TOTAL is only for reference at the bid opening. The City will verify that the TOTAL price and the individual unit and/or lump sum prices correspond. If there is a discrepancy, the unit and/or lump sum prices shall govern."

Be advised further that the Bidder is solely responsible to prepare its computerized bid sheets in accordance with the above requirements and the remaining requirements of this Section. Failure to fully comply with the designated format may result in the rejection of the Bidder's bid.

102.04 Interpretation of Quantities in Proposal. The quantities appearing in the Proposal are approximate only and are prepared for the comparison of Bids. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted or materials furnished and accepted in accordance with the Contract Documents. The scheduled quantities of Work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

The description of unit price items in the Proposal that are identified as "increase or decrease" items are identified for the purpose of establishing a unit price for payment for increases or decreases in the particular item during performance of the Work. For the purpose of Proposal preparation and evaluation, all such "increase or decrease items" shall be computed as increases. Any amount noted as "increase or decrease" will not be used to determine the percentage of work provided by the Contractor and its subcontractors.

102.05 Examination of Contract Documents and Work Site. The Bidder is expected to conduct a reasonable Project site investigation of the proposed Work and examine carefully the Bid Documents, and all other documents furnished or referenced by the City in the Bid Documents, before submitting a Proposal. When available, the City may include in the Bid Documents or make available to Bidders for review at the designated City location one or more of the following: as-built drawings, subsurface investigations, borings, soundings, water levels, elevations or profiles and results of preliminary investigations. The Contractor's reasonable site investigation shall also include (1) review of these documents (but this is not substitute for Bidder's own investigation, interpretation, or judgment), and (2) investigation of the Project site, borrow sites, site access, hauling routes and all other locations related to the performance of the Work. The City reserves the right to direct that the Contractor perform a mandatory site inspection.

The Bidder shall as and to the extent necessary also make additional investigations of the Project site and existing and subsurface conditions as it deems necessary prior to submitting the Proposal. The Bidder must obtain approval of the City prior to conducting any boring or subsurface exploration testing that may disturb existing field conditions.

Submitting the Proposal is an affirmative statement that the Bidder has made a reasonable investigation of the proposed Work, the Project site, and the Contract Documents and is satisfied as to the character, quality, quantities and conditions to be encountered in performing all Work and as to the requirements of the Contract Documents.

The Bidder's investigation and examination shall be at the Bidder's expense and at no cost to the City. Any physical variance at the Project site from that indicated by the Contract Documents, discovered by the Bidder during any investigation or examination conducted by the Bidder shall be called to the attention of the City in writing prior to submitting a Proposal as provided in 102.06.

No claims of ignorance of any requirements of the Contract Documents or of any available data shall be accepted as a basis for any Claim for any extra compensation, extra work, or extension of time.

102.06 Duty to Notify of Errors in Bid Documents. The Bidder shall promptly notify the City of errors and omissions in the Bid Documents which the Bidder discovers in the exercise of ordinary and reasonable care. The Bidder's notification shall be made by submitting a question in writing and in accordance with the Bid Documents prior to submitting a Proposal. The Bidder's duty to disclose errors and omissions is not only a bidding requirement but is also a legal requirement that cannot be ignored.

Failure to provide the required notification prior to the opening of Proposals shall constitute a waiver by the Contractor and shall not obligate the City for any costs based upon any apparent or patent ambiguity arising from insufficient data or obvious errors in the Bid Documents. Knowingly withholding information regarding an error or omission in the Bid Documents, or intentionally misrepresenting an item of Work for financial or competitive gain, may result in civil or criminal penalties.

102.07 Bid Award Determination. Pursuant to Chapter 37 of the Dublin City Code, the City shall determine which Bidder to award the Contract.

102.08 Non-Responsive Proposals. The City reserves the right to disqualify or refuse to consider a Proposal for any of the following reasons:

- More than one Proposal for the same work from an individual, firm, or corporation under the same or different name, or corporation under the same name or corporations with one or more of the same persons as officers or directors of such corporations, or corporations which are holding companies, parent companies or holding companies that are subsidiaries of such corporations.
- Bid prices are materially unbalanced as defined by 102.09.
- Bidder failed to comply with pre-qualification requirements of 102.01.
- Proposal contains conditions or qualifications not provided in the Bid Documents.
- Either the Bidder fails to acknowledge addenda or the Proposal does not contain completed forms required to be included in the Proposal and the City determines that the Bidder's Proposal does not respond to the Bid Documents in all material respects and contains irregularities or deviations which affects the amount of the bid or otherwise gives the bidder a competitive advantage.
- Bidder adds any provision reserving the right to accept or reject an award.
- Bidder fails to submit a unit price for each Contract item listed.
- Bidder fails to submit lump sum price where required.
- Bidder fails to furnish Proposal Guaranty or Bid Bond for the amount required.
- Proposal contains other alteration, omission, or error that in the judgment of the City does not respond to the Bid Documents in all material respects and contains irregularities or deviations from the Bid Documents that affect the amount of the Bid or otherwise gives the Bidder a competitive advantage.

However, should the City accept a non-responsive Proposal, the Bidder must meet all remaining requirements set forth in the Bid Documents.

102.09 Rejection of Unbalanced Bid. The Bidder is required to bid each item as indicated in the Bid Documents. The City reserves the right to reject any materially unbalanced bid. A "materially unbalanced bid" is a Bid that contains lump sum or unit prices that do not reflect reasonable labor, equipment, and material costs plus a reasonable proportionate share of overhead and other indirect costs and anticipated profit, and the City determines that the Bid may not result in the lowest ultimate cost to the City.

102.10 Proposal Guaranty. No Proposal will be considered unless accompanied by Proposal Guaranty comprised of a Bid Bond or a certified check drawn on a solvent bank made payable to the City of Dublin, Ohio, in an amount not less than 10 percent of the Bidder's Proposal, conditioned upon execution of the Contract and the furnishing of a performance and payment bond in the event the Contract is awarded to the Bidder. The amount of the Bid Bond shall be expressed either as a percentage of the total bid (10%) or numerically in dollars and cents. The amount indicated in the Proposal Guaranty shall include the total amount of the Bid including all alternates submitted which increase the Bid. The Proposal Guaranty amount shall be equal to or exceed 10 percent of this total amount.

102.11 Delivery of Proposal. Unless otherwise indicated in the Bid Documents, all Proposals must be submitted in accordance with the Instructions to Bidders. The City will accept Proposals until the time and date designated in the Advertisement. If a paper bid is provided, the City will return Proposals received after the designated time to the Bidders unopened, at the Bidder's expense.

102.12 Withdrawal of Proposals Prior to Bid Opening. Prior to the opening of Proposals, a Bidder may withdraw its Proposal. If a paper bid is provided, the Bidder must make a written request that is received by the Director prior to the time of Proposal opening. The Proposal will be returned to the Bidder unopened.

102.13 Withdrawal of Proposal after Bid Opening (Mistake in Bid). The Director may permit a Bidder to withdraw the Bid from consideration without forfeiture of the Proposal Guaranty or bid bond provided that the Bidder identifies the mistake and provides a written request to the Director within forty-eight hours of the Bid opening . The written request must also include a sworn notarized statement specifying the grounds for withdrawal together with the original bid work sheets.

The following conditions must be met for Bid withdrawal after Bid opening:

- The Bid was substantially lower than the other Bids;
- The Bid was made in good faith;
- The mistake was a non-judgmental, clerical or mathematical error or an unintentional omission of a substantial quantity of work, labor or material; and
- The amount of the error must have a significant monetary effect on contract performance.
- The City may require a meeting with the Bidder before a determination is reached. The City will notify the Bidder in writing of its determination.

- If the Director determines that the conditions for withdrawal have not been met, he may award the Contract to such Bidder. If such Bidder does not enter into the Contract or furnish the required performance and payment bond, the Director may, as applicable, declare the Proposal Guaranty forfeit and deposit to the City's account the Bidder's check or file a claim with the Surety for the amount of the Bid Bond. In addition, the Director may award the Contract to the next lowest responsive and responsible Bidder or reject the remaining Bids and re-advertise the Project.

If the Bidder is permitted to withdraw its Bid, it will not be permitted to participate in the Project for which the Bid is withdrawn.

102.14 Public Opening of Proposals. Proposals will be opened and read in accordance with Chapter 37 of the Dublin City Code at the time and place designated in the Bid Documents. Bidders, their authorized agents, and other interested parties are invited to be present.

102.15 Material Standards. The equipment, items, devices, materials, forms of construction, fixtures, etc., named specifically in the Contract Documents, including any approved materials lists provided by an individual Department or Division, have been selected by the City to establish a standard for the type and equality of article to be furnished. The Bid evaluation shall be based upon the Contractor furnishing these specified standards.

Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the Work together with samples, which samples may be subjected to the tests provided for in these Specifications to determine their quality and fitness for the Work.

When a standard is specified accompanied by the words "or approved equal," the product of any source may be submitted for review and consideration during the course of construction provided that the product furnished is equal in all respects to the specified standard and the Contractor certifies that the item is equal in quality and all aspects of performance and appearance to that specified. The Engineer may request additional information and documents as deemed necessary to make the determination that the item is "equal".

The Engineer shall be the sole judge of the fitness of all items submitted for approval as "or approved equal." The Engineer alone shall determine the extent of any special features or modifications required to render an "or equal" item acceptable in all respects to be considered "an equal" to a specified standard, the "or equal" item must not detract from the quality of performance which would have been provided by the use of the specified standard. Determination of equality will consider materials of construction, design features, construction features, compatibility with adjacent items of work, performance parameters, maintainability, durability, operability, finish and workmanship, quality of service representation, maintenance and operation documentation, financial ability of the manufacturers, locations of successful installations, compliance with the Contract Documents and other qualities that may affect the determination.

Should special features or modifications be required upon the substitution or modifications to the adjacent features of the Work are required to accommodate the product, such features or modifications shall be made at no additional cost to the City. If the Engineer is not satisfied that the “or equal” item is an acceptable replacement to the specified standard, the specified standard shall be furnished by the Contractor at no additional cost to the City.

ITEM 103 AWARD AND EXECUTION OF CONTRACT

103.01 Consideration of Proposals

103.02 Award of Contract

103.03 Cancellation of Award

103.04 Return of Proposal Guaranty

103.05 Contract Performance and Payment Bond

103.06 Execution of Contract

103.07 Failure to Execute Contract and Furnish Performance and Payment Bond(s).

103.08 Responsibility to General Public

103.09 Contractor's Insurance

103.01 Consideration of Proposals. After the Proposals are opened and read, the City will compare the Bidders' proposed prices. The proposed price is the summation of the products of the estimated quantities shown in the Proposal and the unit prices and, if applicable, lump sum bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern.

The City reserves the right, without any liability, to reject any or all Proposals, to waive minor technicalities, or to advertise for new Proposals.

103.02 Award of Contract. The City will award the Contract to the Bidder as determined by Chapter 37 of the Dublin City Code.

103.03 Cancellation of Award. The City reserves the right to rescind the award of any Contract at any time before the execution of the Contract without any liability.

103.04 Return of Proposal Guaranty. Within five business days after the opening of the Proposals, the City will return all Proposal Guaranties, except those of the three lowest bidders. The City will return the retained Proposal Guaranties of the two unsuccessful bidders of the three lowest Bidders within ten business days following the award of Contract and that of the successful Bidder after satisfactory contract performance and payment bond(s) have been furnished and the Contract has been executed by all parties.

103.05 Contract Performance and Payment Bond. The successful Bidder must, before execution of the Contract by the City, furnish a Contract performance and payment bond(s) in the full amount of the Proposal. Said bond(s) shall cover the entire Contract including the guarantee period required under 109.13. The successful Bidder's failure to return the signed Contract and the Contract performance and payment bond(s) shall be deemed a failure by the Contractor to enter into the Contract and shall release the City from all obligations to the Bidder.

103.06 Execution of Contract. The successful Bidder shall sign and return the Contract, together with the contract performance and payment bond(s) and other required Contract Documents, within ten business days after receiving the Notice of Award and the Contract Documents for signature. No Proposal shall be considered binding upon the City until the Director executes the Contract and it is approved by all required City Agencies and City Council. If the Contract is not executed by the City within thirty days following the effective date of the authorizing legislation approved by City Council, the successful Bidder will have the right to withdraw its Bid without prejudice.

The Contractor must obtain one copy of the Specifications (CMSC) at its own cost and keep available one copy of the CMSC, and one set of the Contract Documents at the Project site at all times. The City will supply the Contractor with up to five sets of Plans. Any extra sets of Contract Documents required by the Contractor may be purchased from the appropriate Owner Division.

103.07 Failure to Execute Contract and Furnish Performance and Payment Bond(s). Failure of the Bidder to execute the Contract and file acceptable performance and payment bond(s) within ten business days after receiving the Contract Documents for signature shall be cause for the cancellation of the award. Thereafter, depending on the form of Proposal Guaranty, the City may either take as property of the City the Proposal Guaranty check or file a claim under the Bid Bond. Award may then be made to the next lowest, responsive, and responsible Bidder, the Project may be re-advertised, or any other action may be taken as the Director may decide.

103.08 Responsibility to General Public. The Contractor shall defend, indemnify and hold harmless the City of Dublin and any of its agents or representatives, employees, assigns and successors in interest, from and against any lawsuits and causes of action, claims, losses, demands and expenses, including but not limited to reasonable attorney fees and the cost of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including employees or agents of the Contractor, or for damage to or destruction of property of either party hereto or any third party, which arise in any manner from the negligent acts, errors, omissions or willful misconduct of the Contractor and any of its agents, employees or representatives, including any of its subcontractors, in the performance of the Contract for the City of Dublin.

The Contractor shall procure and maintain during the term of the Contract and any applicable warranty period insurance for the liability of damages, which are imposed by law or assumed under Contract with the City of Dublin, in the kind and minimum amounts as specified hereinafter, from insurance companies which are authorized to transact business under the laws of the State of Ohio. The insurance shall protect the Contractor and any Subcontractor performing work under the Contract with the City of Dublin from claims for damages which may arise from operations under the Contract, whether such operation is performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. The cost of such insurance shall be incidental to all contract items.

Prior to the execution of the Contract, the Contractor shall provide the City of Dublin with a 'Certificate of Insurance', in a satisfactory form, which demonstrates compliance with the requirements of this subsection. The 'Certificate of Insurance' will also reference the Contract and or Project Number for which

the work is being performed. The Contractor shall also be responsible for providing a 'Certificate of Insurance' within ten business days after the insurance is renewed. If the insurance is subject to cancellation, then the insurance company shall immediately notify the City of Dublin of such cancellation in accordance with the policy terms for affording such notice. Also, if the insurance is cancelled, then the Contractor will immediately cease all operations until the required kind and limits of insurance have been restored. Upon request, the Contractor shall furnish the City of Dublin with a certified complete copy of each policy of insurance.

103.09 Contractor's Insurance. For purposes of complying with 103.08, the Contractor shall furnish evidence of procuring the following types of insurance prior to the execution of the Contract:

A. Commercial General Liability Insurance. This policy shall provide coverage for bodily injury or property damage which may arise from the operations of the Contractor and any of its subcontractors. The policy shall include coverage for premises and operations; independent contractors; products and completed operations; broad form property damage; hazards of explosion, collapse, and underground damage; and contractual liability as applicable to any indemnification hold harmless agreements in the Contract. The minimum limits of liability shall be $1,000,000 for each occurrence subject to an aggregate liability for products and completed operations of $2,000,000 and a general aggregate liability of $2,000,000. The City of Dublin shall be listed as an 'Additional Insured' on the Commercial General Liability and Comprehensive Automobile liability insurance policies.

B. Comprehensive Automobile Liability Insurance. This policy shall provide coverage for owned, non-owned, and hired automobiles for all damages arising from bodily injury and property damage with limits of liability of not less than $1,000,000 per accident with respect to bodily injury, property damage, or death.

C. Worker's Compensation Insurance. The Contractor shall comply with all provisions set forth by the Ohio Bureau of Workers' Compensation during the term of the Contract for the benefit of all employees employed at the project site. If the Contractor shall engage the services of Subcontractors, then it shall require all such Subcontractors to also provide Worker's Compensation insurance for its employees who are employed at the project site. In order to comply with this requirement, the Contractor shall provide the City of Dublin with a copy of the Workers' Compensation Certificate as evidence that it's insurance premium and that of any Subcontractor has been paid. In the event any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide and cause each Subcontractor to provide suitable insurance for the protection of their employees not otherwise protected.

D. Employers Liability Insurance. This policy shall provide coverage for accident or disease which is incurred by an employee of the Contractor in an amount of not less than $100,000 for bodily injury by Accident for each accident, $100,000 for bodily injury by Disease for each employee, and a policy limit of $500,000 for bodily injury by disease.

E. Builders Risk Insurance. When required, the Contractor shall procure and maintain during the term of the Contract Builders Risk insurance to protect the work being performed under the Contract from loss as

a result of fire, hail, lightning, theft, wind storm, and vandalism in the full amount of the Contract. The cost for this insurance shall be included in the unit price for 'Item Special – Builders Risk Insurance'.

F. Railroad Protective Liability Insurance. When required, the Contractor shall procure and maintain during the term of the Contract a Railroad Protective Liability insurance policy, for the benefit of the named railroad as respect the operations of the Contractor and its Subcontractors, with limits of liability as specified by the railroad, for damages arising from bodily injury, death, or property damages combined in any one occurrence. The cost for this insurance shall be included in the unit price for 'Item Special – Railroad Protective Insurance'.

G. Professional Liability Insurance. When required, the Contractor shall furnish evidence that it or any of its Sub-consultants maintain Professional Liability insurance, for liability which may arise from the negligent acts, errors, or omissions of operations performed under the Contract, in an amount not less than $ 1,000,000 for each claim. If such policy is written on a 'claims- made' form, then it shall have a retroactive date of no later than the effective date of the Contract, and such policy shall be maintained for a period of not less than two years after the project has been accepted by the City of Dublin.

An excess liability insurance policy may be utilized to satisfy the requirements of insurance for Commercial General Liability and Comprehensive Automobile Liability insurance. If such a policy is utilized, then the City of Dublin shall be listed as an 'Additional Insured'. If the insurance required of this Section is not renewed or if the available insurance is less than the required minimum amounts specified herein as a result of a change or modification in coverage or if the limits of liability are impaired by claims so as to reduce the amount of available insurance, then the Contractor shall so notify the City of Dublin in which case the City of Dublin may at its sole discretion consider the Contractor in default of its Contract, refuse to make any further payment to the Contractor until such time the deficiency in insurance is satisfactorily resolved, or use any retained funds which are due the Contractor in order to remedy the deficiency. If any part of the Contract is let to a Subcontractor, then the Contractor is responsible for the part subcontracted work being adequately covered by insurance herein-above described.

ITEM 104 SCOPE OF WORK/CHANGES

104.01 Intent of Contract

104.02 Modifications of the Contract Documents

104.03 Contractor Notification, Continuation of Work, and Claims

104.04 Maintenance of Traffic and Accessibility to Utilities

104.05 Rights In and Use of Materials Found on the Work Site

104.06 Right of Property in Materials

104.07 Final Cleaning Up

104.08 Recordkeeping/Audit

104.01 Intent of Contract. The intent of the Contract is to provide for the construction, execution and completion of every detail and element of the Work in accordance with the Contract Documents. The Contractor shall perform all items of work covered and stipulated in the Proposal, perform altered and extra work, and furnish all labor, materials, equipment, tools, transportation and supplies required to complete the Work in accordance with the Contract Documents. Should any dispute or misunderstanding arise as to the intent or meaning of any of the Contract Documents, or any discrepancy therein, the decision of the Engineer shall be final and conclusive as to the requirements for performance of the Work; provided, however, if the Contractor disagrees with such decision, it may dispute the decision in accordance with 104.03.

The price for items of work or materials shown or provided for in the Contract Documents for which no separate line item unit price is given shall be distributed among the various Bid items. Submission of a Proposal shall be considered evidence and acknowledgement that the Bidder is satisfied with the Contract Documents and the conditions as shown therein. No additional compensation shall be paid or time given to the Contractor for compliance with the Contract Documents, except as and to the extent expressly provided in the Contract Documents.

104.02 Modifications of the Contract Documents.

A. General. The City may at any time, without invalidating the Contract and without notice to or release of the sureties, by written Change Order or Contract Modification, as applicable, make any change or modification in the Work or add to the Work within the general scope of the Contract, including, but not limited to, changes in the Contract Documents; in the sequence of the Work; or in the City-furnished facilities, equipment, materials, services, or site. The Contractor shall ensure that the amount of the surety bonds is modified as necessary from time to time to be consistent with any changed Contract scope, Sum or Time in accordance with any Change Order(s) or Contract Modification(s).

The Contractor shall have no right to compensation above the original Contract Sum until the extra work is included in a written Contract Modification approved by the City Council.

B. Differing Site Conditions. If subsurface or latent physical conditions are encountered at the Project site that (i) differ materially from those indicated in the Contract Documents or (ii) if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents are encountered at the Project site, the Contractor shall notify the Engineer, in accordance with the process and timeline set forth in 104.03, before the conditions are disturbed or the affected Work is performed.

Upon notification, the Engineer will investigate the conditions to determine whether

(i) the conditions meet the requirements of a differing site condition as defined herein, and (ii) cause an increase or decrease in the cost and/or time required for the performance of any Work under the Contract.

If the Engineer determines that there is a differing site condition as defined herein, the Engineer will notify the Contractor in writing and the City will adjust the Contract as specified in 108.06 and 109.05.

If the Contractor disagrees with the Engineer's determination, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

C. Written Delay or Suspension of Work. The Engineer may direct the Contractor, in writing, to delay its start of operations or to suspend its operations for the length of time that the Engineer deems necessary.

If the performance of all or any portion of the Work is delayed or suspended by the Engineer, in writing, for an unreasonable period of time (i.e. a period of time not originally anticipated, customary, or inherent to the construction industry or the Work involved) and the Contractor believes that additional compensation or time is due as a result of such delay or suspension, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

The Engineer will evaluate the Contractor's request in accordance with 104.03. If the Engineer agrees that the cost and/or time required for the performance of the Work has increased as a result of an unreasonable delay or suspension and such delay or suspension was caused by conditions beyond the control of and not the fault of the Contractor, its subcontractors at any tier, or its suppliers, the Engineer will notify the Contractor in writing and the City will adjust the Contract as specified in 108.06 and 109.05; provided, however, the City will not make an adjustment under this Section in the event that the Contractor's performance is delayed or suspended by any other cause or for which a Contract adjustment is provided or excluded under any other term or condition of the Contract.

If the Contractor disagrees with the Engineer's determination, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

D. Significant Changes in Character of the Work. The City may alter the Work as necessary or desirable to complete the Project.

The Engineer will make appropriate adjustments to the Contract in accordance with 108.06, 109.04, and 109.05, if such alterations constitute a significant change in the character of the Work. A "significant change" as used in this Section is defined as:

- When the character of the Work as altered differs materially in kind or nature from that involved or included in the original Contract, or
- Where the quantity of a Unit Price pay item in the Contract is an estimated quantity and when the actual quantity of such pay item varies more than twenty-five percent above or below the estimated quantity stated in the Contract. An adjustment in the Contract Price for such a pay item may be made in accordance with 109.04 upon demand of either party.

If a quantity variation in excess of 125% of the estimated quantity also causes an increase in the Contract Time(s), the Contractor shall demonstrate the time impact, if any, by an analysis in accordance with 108.03 and in accordance with the requirements of 108.06. If the Engineer concludes that the Contract Time(s) should be adjusted as a result of such quantity overrun, the City will issue a Change Order to adjust the Contract Time(s) as the Engineer determines.

The Contractor shall give the Engineer prompt written notice when it is aware, or has reason to believe, that quantities will overrun or underrun by 25% or more of the estimated quantity so that the City will have the opportunity to mitigate the effect, if any, on the scope, cost or time of the Project. This notice obligation shall be in addition any notice of claim for additional compensation or time pursuant to 104.03.

If the Contractor believes that an alteration constitutes a significant change as defined by this Section, the Contractor must provide notice and bring a claim in accordance with the process and timeline set forth in 104.03. If the City believes that there has been a significant change as defined by this Section, the City shall provide written notice to the Contractor that it is seeking an adjustment of the Contract Sum or Time, which shall be determined in accordance with 109.04.

E. Eliminated Items. Should any items contained in the Contract be found unnecessary for the proper completion of the Work, the Engineer may, upon written deductive Change Order to the Contractor, eliminate such items from the Contract, and such action shall in no way invalidate the Contract.

The pricing adjustment for any eliminated items of Work shall be determined according to 109.04.

If the Contractor disagrees with the Engineer's determination, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

F. Extra Work. The Engineer may direct the Contractor to perform Extra Work.

If the Extra Work will result in an increase in the Contract Sum or Time, the City shall have the right to require the performance thereof on a lump sum basis.

If the City elects to have the Extra Work performed on a lump sum basis, the Contractor shall submit to the Engineer a proposal for such change within ten days of the Contractor's receipt of a Request for

Proposal (RFP) . The Contractor's response to the City's RFP shall be itemized and segregated by labor, materials, equipment, subcontractors, supplies and appurtenances for various components of the change in the Work and shall be accompanied by signed proposals of any subcontractors that will perform any portion of the change in the Work and of any suppliers that will furnish materials or equipment for incorporation therein. Pricing of the Extra Work shall be done in accordance with 109.05.C. The proposal shall also include the Contractor's estimate of any impact to the Project's critical path as shown on the last accepted progress schedule at the time of the proposal or any non-critical path changes to the accepted progress schedule that may be required to perform the proposed change.

The Contractor, subcontractors and suppliers shall assure that the costs, pricing and schedule data submitted for evaluation with the Contractor's proposal are based on current, accurate and complete data supported by their books and records. If the City later determines that any cost or time negotiated in connection with the Extra Work decreased by any material amount because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or time shall be reduced accordingly and the Engineer shall issue a written Change Order to reflect such action. Failure to agree on a reduction shall be subject to the Unilateral Change Order provisions of this Contract.

In the event that the Contractor fails to submit its proposal in response to the City's RFP within the designated ten day period, or in the event that the parties are unable to agree as to the reasonable cost and time to perform the change, the Engineer shall either direct the Contractor to perform the Extra Work on a Force Account Basis in accordance with 109.05.C, or shall make a determination of the reasonable cost and time to perform the Extra Work, based upon its own estimate, the Contractor's submission (if any), or a combination thereof.

Failure of the parties to reach agreement regarding the cost and time of performing the Change Order or any pending Claim shall not relieve the Contractor from performing the Extra Work promptly and expeditiously as directed by the Engineer.

The City will determine whether a time extension related to Extra Work is warranted in accordance with 108.06.

If the Contractor believes that any Work it is performing is Extra Work as defined by the Contract, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

G. Unilateral Change Orders. In the event that the City and Contractor are unable to agree as to the reasonable cost and time to perform Extra Work, the City has the authority to direct the Contractor to perform the Extra Work. The City will issue a Unilateral Change Order to the Contractor for any cost or time it determines to be due to Contractor in connection with the Extra Work performed on the Project.

The issuing of a Unilateral Change Order by the City will not preclude or limit the rights of City and Contractor to negotiate and agree to the amounts to be paid or time extension given to the Contractor.

If the Engineer issues a Unilateral Change Order directing a change for the amounts of cost and time determined by the Engineer, it shall become binding upon the Contractor unless the Contractor submits a Claim in accordance with the process and timeline set forth in 104.03. If the Contractor does not submit a timely Notice of Claim, the Contractor shall be deemed to be in agreement with the Unilateral Change Order as issued and the Contractor expressly waives its right to contest such Change Order, including the amount of cost and time provided therein.

H. Minor Changes/Clarifications to the Work. The Engineer shall have authority to issue Field Orders for minor changes or clarifications to the Work. The Contractor shall carry out such Field Orders promptly and as directed by the Engineer. Such Field Orders shall be considered incidental to the Work.

104.03 Contractor Notification, Continuation of Work, and Claims.

A. General. The Contractor shall provide timely notice and complete the Claim resolution process as provided in this Section as a condition precedent to filing an action in the Franklin County Court of Common Pleas seeking additional compensation or time. The Contractor's failure to provide timely notice or meet any of the timeframes set forth below, or to request and receive written agreement from the City for an extension of such timeframes, shall terminate further review of the Claim and shall be deemed to be a waiver and release of the Contractor's right to pursue the Claim. Without limiting the generality of the foregoing, the City will not make the adjustments allowed by 104.02.B through 104.02.F if the Contractor did not give notice as specified in this Section; provided, further, no Claim may be made after final payment under this Contract.

In addition to any specific notice requirements set forth elsewhere in the Contract, if the Contractor believes that any event or circumstance or action or inaction of the City gives the Contractor the right to additional compensation or time, it shall provide timely notice and complete the Claim resolution process as provided in this Section.

B. Notice

1. Initial Oral Notification. The Contractor shall provide immediate oral notification to the Engineer upon discovering an event or circumstance that may require a modification to the Contract Documents or may result in a claim for additional compensation and/or time. Upon such notification, the Engineer will attempt to resolve the identified issue as quickly as possible. The Contractor is advised that oral notice must be followed up by a written notice as provided in 104.03.B.2 in order for the Contractor to preserve its right to make and pursue a Claim; if the Contractor fails to do so, it shall be a waiver and release of the Claim.

2. Written Notice. If the issue has not been resolved, the Contractor must submit Written Notice no later than twenty-four (24) hours after the Initial Oral Notification stating that the event or circumstances may require a modification to the Contract Documents or may result in a Claim for additional compensation and/or time. The written notice shall state in all capital letters in at least 12-point font "NOTICE OF CLAIM" and shall contain:

- A description of the circumstance giving rise to the Claim or the potential Claim, including the time, date and location the event or circumstance was first identified.
- An explanation why the event or circumstance represents a change to the Contract, with reference to the pertinent sections or parts of the Contract Documents.
- An estimate of the revisions considered necessary to the Contract Sum or Time.
- An estimate of the time within which the City needs to respond to the notice in order to minimize or mitigate additional cost or delay to the Project.

As to any Claim on which the Contractor has provided written notice, it shall from the date of the written notice keep books and records of labor, equipment and materials detailing any costs or delays associated with such claim or the circumstances giving rise to the claim or potential claim. The keeping of such books and records shall be done in accordance with 109.05.C.7 and the Contractor acknowledges and agrees that the City's participation in this recordkeeping process and acceptance of those records is solely for recording costs incurred and not an acknowledgment of the merit, if any, of a Claim for additional compensation or time, which shall be determined in accordance with the process set forth in this Section. Because of its preliminary nature, the City will require only the Contractor's best estimate based on available information at the time of first written notice; provided, however, the Contractor shall keep the Engineer regularly informed in writing of any on-going cost or time issues and shall, within thirty days after the end of the Claim event or circumstances, supplement its prior submissions identified as its final cost and time information, as applicable.

C. Continuation of Work. The Contractor shall continue with all Work, including the Work that is the subject of a Claim or potential Claim, unless specifically directed otherwise by the Engineer. The City shall continue to pay Contractor for all non-disputed work performed during the pendency of any Claim.

D. Claims. Claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers if and to the extent the Contractor is entitled to relief under the Contract. Any Claims brought by the Contractor, on behalf of itself or any subcontractor or supplier, shall be subject to all requirements of this Section.

The Contractor shall provide with each Claim a notarized Certification of Claim that:

- The Claim is made in good faith and is fully documented and supported in accordance with the terms of the Contract.
- The supporting data is accurate and complete to the best of the Contractor's knowledge and belief after appropriate inquiry and review.
- The Claim amount or time requested accurately reflects the Contractor's actual incurred costs or additional time, or its best estimate of costs or additional time to be incurred if it is not known at the time the Claim is made. (In the event an estimate is provided initially, the Contractor will be

required to re-certify, as provided herein, the accuracy of the Claim when the final costs and time are presented to the City.)

- Acknowledgement by the signatory that the Certification is signed under penalty of law for perjury or falsification with specific reference to the relevant provisions of the Ohio Revised Code and applicable City Code.

E. Dispute Resolution Process

1. Step 1 (On-Site Determination). Within five calendar days of receipt of the Contractor's Written Notice, the Engineer will meet with the Contractor's representative(s) to review all pertinent information and contract provisions and negotiate in an effort to reach a resolution in accordance with the Contract Documents. Within fourteen calendar days of the Step 1 meeting, the Engineer will issue a written Step 1 decision describing the decision and reasoning for it. If the dispute is not resolved at Step 1, the Contractor must either abandon the Claim or continue pursuing the Claim by proceeding to Step 2 within the required timeframe.

These time frames may be extended by the Engineer, in writing, as needed for the Contractor to provide merit, cost and time information regarding the dispute, as requested by the Engineer.

2. Step 2 (Claim Resolution Committee). Within seven calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the Director. The Director will promptly establish within the applicable City Department, and Division if applicable, a Claim Resolution Committee (CRC). Within fourteen calendar days after the Director's receipt of the Contractor's request for a Step 2 meeting, the Contractor shall submit (or supplement) documentation that describes the Claim, the monetary amount or time extension sought, the basis for Contractor's Claim under the Contract Documents, and copies of any applicable parts of the Contract Documents and project records, all in accordance with 104.03.B.2.

Within fourteen calendar days after receipt of the Contractor's documentation, the Engineer will send to the Contractor and the CRC his/her written response. Within fourteen calendar days after receipt of all documentation, the CRC will meet with Contractor and the Engineer (or designee) to discuss the Claim.

If the Claim is not resolved at the meeting, within fourteen calendar days after the meeting, the Director will issue to Contractor a written decision.

The time periods under this Section may be revised by written approval of the Director.

3. Alternative Dispute Resolution (ADR). If the Contractor does not accept the Director's Step 2 decision, within fourteen calendar days of its receipt of the Step 2 decision, the Contractor may submit to the Director a written Notice of Intent to Pursue a Claim.

The Claim shall be subject to mediation as a condition precedent to litigation or arbitration. Such mediation shall be conducted pursuant to the Construction Industry Rules of the American Arbitration

Association. The parties shall equally share the cost of such mediation and shall bear their own attorney's fees associated with the same.

If the Claim is not resolved after mediation, Contractor may propose in writing to resolve the Claim through arbitration no later than 30 days after the conclusion of the mediation. This request shall be subject to approval of the City Council or such other conditions that are necessary to comply with City Code. Within thirty calendar days after either the City Council acts on the matter or the Contractor advises the Director that it will accept any conditions that are necessary to comply with City Code, the Director shall advise the Contractor in writing whether the City accepts the Contractor's proposal to arbitrate. Should the parties arbitrate, the arbitration shall be held pursuant to the Construction Industry Rules of the American Arbitration Association. The parties shall equally share the costs of the arbitration and, unless otherwise provided in the Contract Documents, bear their own attorney's fees associated with the same.

4. Filing of Lawsuit in Franklin County Court of Common Pleas. If, after mediation, the Claim is not resolved at or the City declines the Contractor's request for arbitration process pursuant to 104.03.E.3, the Contractor must either abandon the Claim or file a lawsuit in the Franklin County Court of Common Pleas within one hundred twenty calendar days after the conclusion of the mediation. The Contractor's failure to file a lawsuit within that time period shall be deemed a waiver and release of the Claim against City. The time period to file a lawsuit may be extended by mutual written agreement of the City and the Contractor.

104.04 Maintenance of Traffic and Accessibility to Utilities. The Contractor shall at all times provide and maintain access to fire hydrants, water valves, water service boxes, gas valves, gas service boxes, manholes and other similar appurtenances.

When so stated in the Contract Documents, maintain public traffic during construction, including cross traffic at intersections. Maintenance of traffic may be required only at certain stages of construction or at all times, if so noted.

At locations on the Project where sewer or water line construction only is called for and a part of the existing pavement will remain in place, maintain traffic and provide ingress and egress to all public and private entrances.

In the event of the complete closure of any street, alley or private drive, the Contractor shall give written notification to the occupants of all premises affected by such closure as per 614.05.

Whenever the Contractor, for any reason, ceases operations on this Contract for a period of fourteen or more calendar days, the Contractor, if so directed by the Engineer, shall construct a temporary roadway to provide access to any premises affected by Project operations. The temporary roadway shall be constructed of cinders, gravel, crushed stone or other acceptable materials and of suitable width and thickness to carry anticipated vehicles, as directed by the Engineer. The Contractor shall maintain the temporary road in serviceable condition until such time that the Work is resumed. The Contractor shall bear the cost of constructing and maintaining any temporary roadway.

Failure of the Contractor to perform the operations stated in this Section when directed by the Engineer, within the timeframe provided by the Engineer, will give the City authority to perform the work and back charge such cost to the Contractor.

The Contractor shall furnish, erect, maintain and remove all traffic control devices in accordance with the OMUTCD. All traffic control devices shall be paid for in accordance with the provisions of Section 614 - Maintaining Traffic. When the Contract Documents do not include Section 614, the cost of this work shall be included in the price bid for various items in the Proposal. The provision of these items and this Section shall not in any way relieve the Contractor of any of its legal responsibilities or liabilities for the safety of the public. The attention of the Contractor is also directed to the provisions of 107.02 and 107.07 of the Specifications.

104.05 Right In and Use of Materials Found on the Work Site. If the Contractor proposes that existing raw or recycled Materials Found on the Work Site are compliant with the specifications for the Work, Contractor may submit an add/deduct cost proposal to the Engineer for consideration. Contractor shall also indicate if there are also add/deduct time adjustments to the contract completion time associated with the use of these materials. All portions of suitable or unsuitable excavation material removed, which was needed for use in the embankments, backfills, approaches, or otherwise, shall be replaced with other acceptable material, at the expense of the Contractor. Excavate or remove material only from within the grading limits, as indicated by the slope and grade lines.

104.06 Right of Property in Materials. All materials attached, fixed or incorporated into the Work or the soil shall thereupon become property of the City and the Contractor shall have no property rights thereto.

104.07 Final Cleaning Up. Before Final Acceptance, remove all rubbish, layout stakes, monitoring wells, settlement instrumentation devices, sediment control devices as directed by the Engineer, excess material, temporary structures, and equipment, including stream channels and banks within the Right-of-Way at drainage structures, and all borrow and waste areas, storage sites, temporary plant sites, haul roads, and other property occupied by the Contractor in connection with the Work. Establish suitable vegetative cover in these areas by seeding and mulching or sodding according to Items or 660, except for cultivated fields. Leave the Project site in an acceptable condition as determined by the Engineer. Unless a separate bid item is provided in the Proposal, the cost of cleanup is incidental to all Contract Items.

104.08 Recordkeeping/Audit. The Contractor, subcontractor(s) and supplier(s) shall cooperate with the City and shall produce, compile, maintain and keep all cost, time and schedule records sufficient to substantiate all requests for payment, Claims for additional compensation, and requests for time extensions. The Contractor shall keep the following records, including, but not limited to, daily time sheets and foreperson's daily reports, union agreements if any, payroll register, earnings records, payroll tax returns, material invoices, purchase orders, cancelled checks, equipment records, vendor rental agreements, subcontractor payment certificates, job cost report, general ledgers and subsidiary ledgers, cash disbursement journals, complete bid estimate and worksheets, financial statements, worksheets used to prepare the Claim and establish cost components for Claim items, and schedule information and updates.

Upon reasonable written notice to the Contractor, the City or its designated agents shall be provided access to, and the right to inspect and audit, all of the Contractor's and its subcontractors' and suppliers' records pertaining to the Project. If and to the extent that the Contractor fails to maintain and keep proper Project records, fails to provide the City or its designated agents access to such Project records, or fails to provide the documentation required by 108 or 109, the City may deny any requests for payment, additional compensation, and/or requests for time extensions if and to the extent they have not been or cannot be substantiated by the Contractor or by inspection/audit of the City.

ITEM 105 CONTROL OF WORK

105.01 Authorities and Duties

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105.01 Authorities and Duties

A. Authority of the Director. The Director has the authority to enter into a Contract or execute a Contract Modification subject to the applicable provisions of the Dublin City Code and City Charter. The Director has the authority, on behalf of the City, to delay or terminate the Contract, and to suspend Work wholly

or in part. The Director has the ultimate decision making authority over all items included under the authority and duties of the Engineer.

Any action or inaction of the Director does not constitute a waiver of the City's right to pursue any and all remedies under the Contract or otherwise, including, but not limited to, defective work or Work performed by the Contractor in an unworkmanlike manner.

B. Authority and Duties of the Engineer. The Engineer has immediate charge of the engineering details of the Project and is responsible to ensure that the Contractor satisfactorily administers and completes the Work. The Engineer will decide all questions that may arise as to: the quantity, quality and acceptability of materials furnished; work performed and rate of progress; conformity with Plans, Specifications and other Contract Documents; acceptable fulfillment of the Contract on the part of the Contractor; interpretation of the Plans, Specifications and other Contract Documents; and Contractor compensation or time extensions.

The Engineer may suspend all or part of the Work pursuant to 104.02.C. In addition, the Engineer may also suspend all or part of the Work when the Contractor fails to correct conditions that are unsafe for the workers or the general public, fails to comply with the Contract Documents, or fails to comply with the Engineer's orders. The Engineer may suspend the Work due to adverse weather conditions, conditions considered adverse to the prosecution of the Work, or other conditions or reasons in the public interest. The suspension of the Work for the reasons specified in this paragraph shall not relieve the Contractor of the responsibility to take appropriate actions to protect the Project site, adjacent property owners, and general public. In the event the Engineer orders the Work suspended for conditions under this paragraph, the expense and time, whether direct or indirect, for such suspension shall be borne solely by the Contractor and shall not be considered a suspension of work under 104.02.C.

Any action or inaction of the Engineer shall not constitute a waiver of the City's right to pursue any and all legal remedies under the Contract or otherwise, including, but not limited to, defective or non-conforming work or work performed by the Contractor in an unworkmanlike manner.

C. Authority and Duties of the Inspector. Inspectors employed by the City are authorized to judge the acceptability of the Work. Such activities may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to alter or waive the provisions of the Contract, but shall have the authority to notify the Contractor of Work that does not conform to the Contract or reject materials that do not conform to the Specification requirements. The Inspector is not authorized to issue instructions contrary to the Plans and Specifications, or to act for the Contractor. The presence of or actions by the Inspector shall not relieve the Contractor of the responsibility to complete the Work under the terms and conditions of the Contract Documents.

Any action or inaction of the Inspector does not constitute a waiver of the City's right to pursue any and all legal remedies under the Contract or otherwise, including, but not limited to, defective or non-conforming work or work performed by the Contractor in an unworkmanlike manner.

105.02 Plans and Working Drawings. The Contractor shall be responsible for the furnishing of copies of Plans, Specifications, Supplemental Specifications, and Special Provisions, or the necessary portions thereof, to subcontractors and parties furnishing labor, materials and equipment for the Project.

The Contractor shall prepare Working Drawings and submittals when required by the Contract Documents and after verifying applicable field and plan elevations, dimensions, geometries, and conditions. Working Drawings shall be detailed as required to adequately control and complete the Work. When specified, Working Drawings must be stamped by a Registered Professional Engineer in the State of Ohio. Where Work consists of repairs, extension, or alteration of existing structures, the Contractor shall take measurements of existing structures to accurately join old and new Work. Any measurements that may appear upon the Plans to indicate the extent and nature of such repair or extension shall not relieve the Contractor of this responsibility.

Unless otherwise indicated, the Engineer will review submittals for the limited purpose of checking conformance with the Contract Documents and to provide the Contractor a written response to document the results of its review.

The Engineer's disposition shall not relieve the Contractor of responsibility to complete the Work according to the Contract Documents, including but not limited to, the accuracy and reliability of Working Drawings furnished by the Contractor. The Contractor shall include the cost of furnishing Working Drawings in the cost of the Work they cover.

105.03 Conformity with Contract Documents. All Work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

Unless otherwise stated in Special Provisions or in a Plan note, the latest revision of any applicable Federal, State, City, or industry code, regulation, or standard at the time of bid opening shall apply. Codes and regulations shall take precedence over industry standards.

Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the Work and the interests of the City. In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications but that reasonably acceptable work has been produced, the Engineer shall then make a determination if the Work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by deductive Change Order which will provide for an appropriate adjustment in the Contract Sum for such work or materials as is deemed necessary to conform to the determination based on the Engineer's judgment.

In the event the Engineer finds the materials of the finished product in which the materials are used or the Work performed are not in reasonably close conformity with the Plans and Specifications and has resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or

otherwise corrected by and at the expense of the Contractor. Failure of the Contractor to follow such order of the Engineer, shall give the City the unqualified right to remove and replace the unsatisfactory Work, supply the materials for the finished Work, and perform the Work or cause it to be performed, and any and all expense chargeable thereto, directly or indirectly, shall be deducted or billed to the Contractor at the option of the Engineer pursuant to 109.14.

105.04 Coordination of the Contract Documents. The Contract, Specifications, Supplemental Specifications, Plans, Special Provisions, Proposal, Standard Drawings and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work.

In case of discrepancy, the Engineer will resolve any discrepancies using the following descending order of precedence:

- Contract Form
- Addenda
- Proposal
- General Conditions (Division 100)
- Special Conditions
- Plan Notes
- Plans (calculated dimensions will govern over scaled dimensions)
- Supplemental Specifications
- Standard Drawings
- Standard Specifications (Sections 200 through 1000)
- Geotechnical Specifications

The Contractor shall take no advantage of any apparent error or omission in the Contract Documents. In the event the Contractor discovers such an error or omission, it shall immediately be made known to the Engineer in writing. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

105.05 Cooperation by Contractor. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate in every possible way with the Engineer, Inspectors, all other Contractors on or adjacent to the Project, and all utility companies and railroads. The Contractor shall attend progress meetings when requested by the Engineer. The Contractor shall keep at least one set of Contract Documents at the Project at all times. **The Contractor shall have a supervisor present on site whenever subcontractors are present to oversee all Work of subcontractors.**

Where the Work extends across private property, the Contractor shall conduct operations in strict conformity with the terms and conditions of the easements and agreements obtained from the owners of the property. The City will not provide any points of access to any of these easements other than at points shown or described in the easement or agreement with the property owner. Arrangements for the use of any additional points of access shall be made with the property owners by the Contractor at no additional cost, or obligation, to the City.

The Contractor agrees to confine the work under the Contract to the strict dimensions of Construction Limits. Any failure of the Contractor, or the Contractor's agents, servants, employees and subcontractors to restrict the Work within the Construction Limits shall be the sole liability and responsibility of the Contractor, and the Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any activity of the Contractor's agents, servants, employees and subcontractors where such activity concerning Work under this Contract extends beyond the Construction Limits. The Contractor also agrees that where its operations extend outside the Construction Limits, the Engineer has the absolute right to suspend the applicable Work, unless the Contractor provides written evidence that indicates permission from the property owner.

In the event the Engineer orders the Work suspended for conditions under this Section, the expense and time, whether direct or indirect, for such suspension shall be borne solely by the Contractor and shall not be considered a suspension of work under 104.02.C.

If the Contractor disperses any or all of its equipment to an area outside the Construction Limits of the Project, the re-mobilization of the equipment back to the work area shall be at the Contractor's expense.

105.06 Superintendent. Provide a competent Superintendent for the Project that is available and responsive at all times and is responsible for all aspects of the Work. The Superintendent must be capable of reading and understanding the Contract Documents and experienced in the type of Work being performed. The Superintendent shall receive instructions from the Engineer or the Engineer's authorized representatives. **Unless otherwise directed by the Engineer or the Engineer's authorized representative, the Superintendent shall be present on site whenever the Contractor, its employees, or any subcontractors are present to oversee all Work.** The Superintendent shall have the full authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of Work sublet.

105.07 Cooperation with Utilities.

A. General. During the course of design, the City shall notify all utility companies, all pipeline owners or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines and other appurtenances within or adjacent to the Construction Limits made as soon as possible so as not to interfere with the progress of the Work or in accordance with the time provisions set forth in the Contract Documents.

The Contractor shall comply with all laws, regulations and codes concerning the identification and locations of all underground utilities. During the course of the Work, the Contractor shall be solely responsible to notify any utility or other service when such utility or service is encountered.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable-ways, signals, and all other utility appurtenances within the limits of the proposed Construction Limits which are to be relocated or adjusted are to be moved by the utility owners at their expense, except as otherwise provided for in the Special Provisions or as noted on the Plans.

B. Protection and/or Replacement of Utilities. The Contractor shall protect all utilities encountered while performing the Work, whether indicated on the Plans or not. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same condition or better as existed prior to starting the Work, at no cost to the City.

C. Surface or Overhead Utilities. Existing surface or overhead structures or utility lines are not necessarily shown on the Plans and those shown are only approximately correct. The Contractor shall make such investigations as are necessary to determine the extent to which existing surface or overhead structures may interfere with the prosecution of the Work contemplated under the Contract Documents.

D. Subsurface Utilities. The information and data shown or indicated in the Contract Documents with respect to existing subsurface utilities at or contiguous to the Construction Limits is based on information and data furnished to the City by the owners of such subsurface utilities, including the City, or by others.

The City shall not be responsible for the accuracy or completeness of any such information or data provided by others.

The cost of all of the following shall be included in the Contract Sum, and Contractor shall have full responsibility for:

1. reviewing and checking all such information and data;

2. determining the exact location all subsurface structures and utilities (including sewer service connections) shown or indicated in the Contract Documents;

3. coordination of the Work with the owners of such subsurface utilities, including the City, during construction; and the safety and protection of all such subsurface utilities and repairing any damage thereto resulting from the Work.

In accordance with Section 153.64 of the Ohio Revised Code, at least two Working Days, excluding Saturdays, Sundays, and legal holidays, prior to commencing construction operations in the construction area which may involve underground utility facilities, the Contractor or its subcontractor(s) shall notify the registered utility protection service and the owners of each underground and overhead utility facility not members of the registered utility protection service.

If a subsurface utility is uncovered or revealed which was not shown or indicated, or not shown or indicated with reasonable accuracy, in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, identify the owner of such subsurface utility and give written notice to that owner and to the City. The Engineer will promptly review the subsurface utility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the subsurface utility. During such time, Contractor shall be responsible for the safety and protection of such subsurface utility.

E. Delay. In the event that the Contractor has used reasonable efforts to coordinate with a utility company to relocate or adjust its lines and, through no fault of the Contractor, the progress of the Work is delayed for an unreasonable length of time from that shown in the accepted progress schedule due to the failure of a utility company to relocate or adjust its lines, the Contractor shall immediately file with the City a detailed statement describing the nature of the delay and its effect upon progress of the Work and shall be entitled to request a Contract adjustment in accordance with 104.03 and 108.06.

F. Utility Shut-off. In the event that the Work requires a shut-off of any public or private utilities, the Contractor shall notify the affected subscribers of the time of such shut-off and the probable time that service will be restored. The Contractor shall make such notification at least forty eight hours prior to such shut-off unless otherwise directed by the Engineer. If a shut-off is cancelled or postponed, the Contractor shall notify the affected subscribers of the new time of shut-off and the probable time that service will be restored.

All shut-offs and turn-ons shall be made under the direction and supervision of personnel of any affected utilities and the Contractor shall furnish all assistance required including tools and equipment. The time and place of such shut-offs shall be designated by the Engineer.

G. Basis of Payment. It is understood and agreed that the Contractor has considered in the Proposal all permanent and temporary utility appurtenances in their present or relocated positions and included the cost thereof in the price bid for the various items in the Contract. No additional compensation shall be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from such utility appurtenances or the operation of moving them, except as provided for in 104.02.B, if applicable.

H. Indemnification. The Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any damage caused by the Contractor or its agents, assigns or employees, or by the Contractors' subcontractor(s), done directly or indirectly to the above mentioned items, whether such damage results from negligence or otherwise and whether the damage is to private or public property or real or personal property. The Contractor hereby agrees that it bears the sole responsibility to pay the entire cost thereof.

Failure of the Contractor to pay the entire cost as stated above within thirty days shall give the Director the unqualified right to deduct and withhold the entire amount of damages from the cost of this Contract.

The Contractor further covenants not to sue the City, either in law or equity, where such deduction and withholding is made by the City.

The City shall return, within a reasonable time thereafter not to exceed thirty days, any excess amount over the amount of damages paid by the City or judgments and costs of litigation the City is required to pay.

The Contractor further waives any and all rights, title or interest in any and all amounts so liquidated and any and all amounts of judgments and costs of litigation found against the City.

105.08 Cooperation between Contractors. The City reserves the right at any time to contract for and perform other work on or near the Work covered by the Contract.

When separate contracts are awarded within the work limits of any one project, each Contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed by the Engineer.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its Contract and shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any inconvenience, delay, or loss relating to the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange its work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. Each Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

105.09 Construction Stakes, Lines and Grades. Unless the Proposal contains a Lump Sum bid Item 623 Construction Layout Stakes, the Contractor shall execute all Work in conformity to the lines and grade furnished by the City and shall preserve all points of reference until authorized to remove them. The Contractor shall notify the City at least two working days prior to the time that stakes or other points for line and grade will be needed. There shall be no compensation to the Contractor for the cost occasioned by delay in establishing lines, grades and elevations or making other necessary measurements or by inspection; but such costs shall be considered as having been included in the Contract Price.

Perform all construction staking, including privately funded projects under the direct supervision of a Registered Professional Engineer or Land Surveyor. Submit all field notes, cut sheets, etc., to the City upon request.

105.10 Photographs and Videos. The Engineer, Inspectors or other duly authorized City personnel or agents, from time to time during the progress of the Work, may take photographs or videos of the Work. The Contractor shall furnish access to the Work at all times for this purpose and shall furnish such assistance as may be required. The photographs or videos thus taken shall be the property of the City.

Nothing herein contained shall be construed as prohibiting the taking of photographs or videos by the Contractor or its agents, provided, however, that it is done at no cost or expense to the City.

105.11 Inspection of Work. All materials and each part or detail of the Work shall be subject to inspection by the Engineer, Inspector or duly authorized City representative. The Engineer, Inspector or duly authorized City representative shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. Notify the Engineer at least twenty four hours prior to all required special inspections and testing as specified in the Contract Documents or as required by the Engineer.

If the Engineer requests it, the Contractor, at any time before acceptance of the Work or any portion thereof, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense.

The Contractor shall notify the Engineer at least forty eight hours in advance of any changes in the work schedule. This notification is required to accommodate construction inspection scheduling. The notification shall include the beginning date and time of the work, and the duration of the work. The notification shall be submitted to the Engineer in writing. In the absence of such notification, and if the work is performed without inspection, the Engineer may require the work to be removed and redone.

Any Work done or materials used without supervision or inspection by an authorized City representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective Work or materials shall not in any way prevent later rejection when such defects are discovered, or obligate the City to final acceptance of the Work.

When any unit of government or political subdivision or railroad or any corporation is to pay a portion of the cost of the Work covered by this Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall not make any unit of government or political subdivision or railroad or any corporation a party to this Contract, and shall in no way interfere with the rights of the Contractor or City hereunder.

105.12 Removal of Unacceptable and Unauthorized Work. All Work that does not conform to the requirements of the Contract Documents may be considered unacceptable Work.

Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, found to exist prior to the expiration of the guaranty period, shall be removed immediately and replaced in a manner acceptable to the Engineer at no expense to the City.

Work done contrary to the instructions of the Engineer, Work done beyond what is shown in the Contract Documents, or any Extra Work done without authority, will be considered as unauthorized and shall not

be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure of the Contractor to comply with any order of the Engineer under the provisions of this Section, the Engineer shall have authority to cause unacceptable Work to be remedied or removed and replaced and unauthorized Work to be removed, and to deduct the costs from any monies due or to become due to the Contractor pursuant to 109.14.

105.13 Load Restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads. A special permit shall not relieve the Contractor from its sole liability for damage that may result from the moving of equipment or materials, whether caused by the Contractor's or its subcontractors' equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures, utilities, or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the base course or surface course of a roadway under construction shall be limited as directed by the Engineer. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. In no case shall legal load limits be exceeded unless permitted in writing by the Engineer. The Contractor shall be responsible for all damage done by its equipment or its subcontractors' equipment and the Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any damage done by its equipment or its subcontractors' equipment.

105.14 Maintenance during Construction. The Contractor shall maintain the Work in a presentable and safe condition during construction and until the Project is accepted. Maintenance of the Work shall include continuous and effective work prosecuted day by day, with adequate equipment and forces so that the roadway, conduits or structures are kept in satisfactory condition at all times. The Contractor shall be responsible for damage done by its equipment and the Contractor shall defend, indemnify, and hold harmless the City as provided in 107.24 relating to damage caused by the Contractor's or its subcontractors' or suppliers' equipment.

The Contractor shall maintain the previous courses or subgrade during all construction operations, when placing a course upon other courses of embankment, base, subgrade, concrete or asphalt pavement, or other similar items previously constructed. This maintenance includes, but is not limited to draining, re-compacting, re-grading, or if destroyed, the removal of Work previously accepted by the City.

Maintain Stormwater Best Management Practice (BMP) features. Prevent sediment laden surface water from coming in contact with BMP features during construction.

Temporary restoration of street surfaces shall be made on installation of underground lines and structures, surplus excavation shall be removed, and the street graded and put in a safe and passable condition. Settlements occurring in or adjacent to trenches shall be immediately refilled to a proper grade. Failure on the part of the Contractor to restore the street surface to the satisfaction of the Engineer may be considered a cause sufficient for suspending the applicable work until such restoration. In the event the Engineer orders the Work suspended for conditions under this Section, the expense and time, whether

direct or indirect, for such suspension shall be borne solely by the Contractor and shall not be considered a suspension of work under 104.02.C.

The Contractor shall repair, restore and clean streets and other public facilities outside the Construction Limits that are affected by its operations, including hauling and delivery of materials.

If the Contract does not contain an Item 616 – Dust Control, all costs of maintenance work and dust control during construction and before the Project is accepted shall be included in the unit prices bid of the various pay items.

All costs of maintenance work during construction and before the Project is accepted shall be included in the unit prices bid of the various pay items and the Contractor shall not be paid an additional amount for such work.

105.15 Failure to Maintain Roadway or Structures, Traffic Control Facilities and Other Appurtenance. If the Contractor, at any time, fails to comply with the provisions of 105.14, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within twenty four hours after receipt of such notice, the Engineer may immediately proceed to maintain the Project site and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor on the Contract pursuant to 109.14.

105.16 Borrow and Waste Areas. Before any borrow or waste disposal operations are to begin, the Contractor shall submit its plan for operation, control of drainage water, cleanup, shaping, and restoration of the disturbed areas and obtain the Engineer's written approval. The plan of operations shall include the following:

- Control of drainage water.
- Cleanup, shaping, and restoration of disturbed areas.
- Disposal of regulated materials.
- Avoidance of regulated areas.
- Excavation and filling of waste and borrow areas.
- Saving of topsoil.

Temporary Sediment and Erosion Control BMPs required for compliance under the Clean Water Act, Ohio Water Pollution Control Act, (OWPCA) (ORC Chapter 6111), any applicable individual and/or general NPDES permit, any applicable provisions of the City of Dublin Stormwater Drainage Manual, and the provisions of any applicable Stormwater Pollution Prevention Plan.

When it becomes necessary to locate such areas in or near streams, special precautions shall be taken.

The stability of borrow and waste areas and any damage to surrounding property resulting from movement of the area shall be the sole responsibility of the Contractor. Perform all engineering necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas. If requested by the Engineer, furnish a certification by a Registered Engineer attesting to the stability of all borrow and waste areas. Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 for all damage resulting from the instability of borrow and waste areas, the removal of borrow materials, the placement of waste materials, or the hauling of material to and from these areas is the sole responsibility of the Contractor. Repairs to approved haul roads shall be made in accordance with 105.13.

Restoration of all borrow or waste areas shall include cleanup, shaping, replacement of topsoil and establishment of vegetation cover by seeding and mulching in accordance with the requirements of Item 659 at no additional cost to the City. The restored area shall be well drained unless approval is given by the Engineer to convert a pit area into a pond or lake, in which case restoration measures shall be confined to the disturbed areas above the anticipated normal water level.

If burning is permitted under the OAC-3745-19 and ORC 1503.18, submit a copy of the Ohio EPA permit and the Ohio DNR permit to the Engineer and copies of all information used to obtain the permit.

Prior to the disposal of waste materials, submit to the City an executed copy of the contract or permission statement from the property owner. The contract or permission statement must indicate that the waste materials are not the property of the City. Further, it must expressly state that the City is not a party to the contract or permission statement and that the Contractor and property owner will defend, indemnify and hold harmless the City as provided in 107.24 relating to their contract or permission statement. The disposal of waste materials shall be in compliance with the hazardous and solid waste laws and regulations of the state of Ohio, Franklin County, Ohio, and the City of Dublin.

The cost of work described herein necessary to secure these results shall be included in the Contract Price bid for these items to which they apply.

105.17 Use of Fire Hydrants. In accordance with the Codified Ordinances of the City of Dublin and the Columbus City Code and Division of Power and Water rules and regulations, the Contractor shall obtain the proper hydrant permits(s), and pay any applicable fees, for the use of hydrants(s) deemed necessary for work performed under this Contract. Permit(s) must be obtained from the jurisdiction owning and maintaining the hydrant (for areas outside Dublin corporation limit) and from the Columbus Division of Power & Water (Water) Permit Office. The Contractor shall adhere to all rules and regulations governing said permit and must have the original permit on site anytime in which the hydrant is in use.

Cost of the permit and application fees shall be included in the various bid items.

105.18 Moving of Equipment. Non-rubber tired vehicles or equipment shall not be moved on City streets. Permits to do so must be obtained from the City of Dublin.

105.19 Construction and Demolition Debris, Vegetative Debris, and Clean Soil.

A. Construction Demolition and Debris. The Contractor shall manage Construction and Demolition Debris generated in carrying out the Work in compliance with the requirements of ORC Chapter 3714, OAC Chapter 3745-400, the regulations of the Franklin, Delaware, and Union County Boards of Health. The Contractor shall dispose of Construction and Demolition Debris at a licensed Construction and Demolition Debris facility or as otherwise authorized in OAC 3745-400-04.

The Contractor shall maintain records establishing compliance with ORC Chapter 3714, OAC Chapter 3745 -400, the regulations of the Franklin, Delaware, and Union County Boards of Health in the management and disposal of Construction and Demolition Debris generated in carrying out the Work.

B. Clean Hard Fill. The Contractor shall manage and/or dispose of Clean Hard Fill generated in carrying out the Work in compliance with the requirements of OAC 3745-400-05 and as follows:

- Recycle the Clean Hard Fill into a usable construction material if allowed by the Contract Documents;
- Dispose of the Clean Hard Fill in licensed construction and demolition debris or other waste facilities;
- Use the Clean Hard Fill in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on the site of generation if allowed by the Contract Documents; or
- Use the Clean Hard Fill in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on a site other than the site of generation, if allowed by the Contract Documents provided that:
    - The Contractor shall provide a written "Notice of Intent to Fill" to each licensing authority where the clean hard fill is to be placed. The notification shall be received by each local licensing authority with sites to be filled, at least seven days prior to filling as required by division (F) of Section 3714.13 of the Revised Code. The Contractor shall provide a new Notice of Intent to Fill if there are any changes in the information required for notification under OAC 3745-400-05.

The Notice of Intent to Fill shall state:

- The nature of the fill material, the site(s) to be filled;
- When filling will begin and end; and
- The telephone number of the Contractor.

Clean Hard Fill generated in Franklin, Delaware, or Union County, Ohio and that is hauled off the site at which the fill was generated must be hauled by a waste hauler registered with the applicable County Board of Health in a vehicle permitted by said County Board of Health.

The Contractor shall maintain records establishing compliance with OAC 3745-400-05, the regulations of the applicable County Board of Health, and the Codified Ordinances of the City of Dublin in the management and disposal of Clean Hard Fill generated in carrying out the Work.

C. Vegetative Debris. Trees, brush, stumps, tree trimmings, branches, weeds, leaves, grass, shrubbery, yard trimmings, crop residue, and other vegetative debris generated in the clearing and grubbing of a construction site in the course of performing the work shall be managed and disposed of as follows:

1. If specifically allowed by the Contract Documents, vegetative debris generated in the clearing and grubbing of a construction site in the course of performing the Work may be used as fill material at the site on which such debris was generated, either alone or in conjunction with clean soil, sand, gravel, or other clean aggregates, in legitimate fill operations for construction purposes or to bring the site up to a consistent grade;

2. Vegetative debris not used in legitimate fill operations at the site of generation shall be disposed of at a licensed yard waste composting facility in compliance with the requirements of OAC 3745-27- 45; or

Vegetative debris not used in legitimate fill operation at the site of generation shall be disposed of at a licensed solid waste disposal facility if a yard waste compost facility has refused to accept the vegetative debris and the Contractor obtains a Refusal of Acceptance form.

The Contractor shall maintain records establishing compliance with OAC Chapter 3745-27 in the management and disposal of vegetative debris generated in carrying out the Work.

D. Clean Soil. Clean Soil generated in the City of Dublin or Franklin, Delaware, or Union County, Ohio shall be managed and disposed of in compliance with the provisions and regulations of the County Board of Health in which the Clean Soil is generated and as follows:

- If allowed by the Contract Documents, use the Clean Soil in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on the site of generation if allowed by the Contract Documents; or
- If allowed by the Contract Documents, use the Clean Soil in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on a site other than the site of generation, if allowed by the Contract Document; or
- Dispose of the Clean Soil at a registered clean fill disposal site.

Clean Soil generated in Franklin, Delaware, or Union County, Ohio and that is hauled off the site at which the fill was generated must be hauled by a waste hauler registered with the applicable County Board of Health in a vehicle permitted by said County Board of Health.

The Contractor shall maintain records establishing compliance with OAC Chapter 3745-27, the regulations of the applicable County Board of Health, and the Codified Ordinance of the City of Dublin in the management and disposal of Clean Soil generated in carrying out the Work.

If the Project contains garbage or solid and hazardous waste, the Contract Documents will detail the removal of these items in compliance with Ohio's solid and hazardous waste laws and regulations, and the regulations of the County Board of Health in which the Project is located.

When wasting PCC, mix the PCC with at least 30 percent natural soil to construct an inner core in the waste area. Cover this inner core with 3 feet (1.0 m) of natural soil on the top and 8 feet (2.4 m) on the side slopes. Place and compact the material according to Section 203.06.D of the CMSC to prevent future settlement and sliding.

When the wasting of clean hard fill is allowed, comply with all the requirements of this Section and 105.16.

ITEM 106 CONTROL OF MATERIAL

106.01 Source of Supply and Quality Requirements

106.02 Samples, Tests, Cited Specifications

106.03 Small Quantities and Materials for Temporary Application

106.04 Plant Sampling and Testing Plan

106.05 Storage of Materials

106.06 Handling of Materials

106.07 Unacceptable Materials

106.08 City-Furnished Materials

106.01 Source of Supply and Quality Requirements. The materials used on the Work shall meet all requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of the proposed sources of materials prior to delivery. At the option of the Engineer, materials may be inspected at the source of supply before delivery is started. If it is determined by the Engineer that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources without adjustment to the Contract Sum or Time.

The Contractor shall furnish or cause to be furnished to the Engineer delivery tickets or documents for all materials to be incorporated in the Work, which tickets or documents shall describe in detail the type, size, specification or data, fully denoting the materials being delivered.

106.02 Samples, Tests, Cited Specifications. All materials will be inspected, tested and compliance determined by the Engineer before incorporation into the Work. The City may sample and test materials or require certifications. Unless otherwise designated, tests in accordance with AASHTO, ASTM or other methods on file at the Laboratory will be made by and at the expense of the City. Samples will be taken by a qualified representative of the City.

All materials being used are subject to inspection, test or rejection at any time prior to incorporation into the Work. Copies of all tests will be furnished to the Contractor's representative. The Contractor, in all cases, shall furnish the required samples and specified material certifications at no expense to the City.

Transports and distributors hauling bituminous material shall be equipped with an approved submerged bituminous material sampling device.

If, in the judgment of the Engineer, the quantity used of any one material is so inconsequential as to not warrant testing in accordance with the minimum requirements for sampling materials in Section 700,

verification of the quality of the material may be covered by a Field Inspection Report of Materials, prepared by the Engineer.

106.03 Small Quantities and Materials for Temporary Application. The Engineer may accept small quantities and materials for temporary application that are not intended for permanent incorporation into the Work. The Engineer may accept these small quantities and materials for temporary application in either of the following cases:

A. Where similar materials from the same source have recently been approved.

B. Where the materials, in the judgment of the Engineer, will serve the intended purpose.

106.04 Plant Sampling and Testing Plan. The Engineer or an authorized representative may undertake the inspection of materials at the source.

In the event plant sampling and testing is undertaken, the Contractor and its material provider shall meet the following conditions:

- The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- The Engineer or an authorized representative shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
- If required by the Engineer, the Contractor shall arrange for an approved building for the use of the Inspector. The building should be located conveniently near the plant and independent of any building used by the material producer.
- Adequate safety measures at the plant shall be provided and maintained.

The City reserves the right to retest all materials that have been tested and accepted at the source of supply before their incorporation into the Work. After the approved materials have been delivered to the site, the City may reject all materials that, when retested, do not meet the requirements of the Contract Documents or those established for the specific project.

106.05 Storage of Materials. Materials shall be so stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the right-of-way may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at no expense to the City. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer copies of such written permission shall be furnished. All storage sites shall be restored to their original condition by the Contractor at no expense to the City and the Contractor shall defend, indemnify and hold harmless the City as provided in relating to their contract or permission statement.

106.06 Handling of Materials. All materials shall be handled in such manner as to preserve their quality and fitness for the Work. Aggregate shall be transported from the storage site to the project in tight vehicles so constructed as to prevent loss or segregation of materials after loading and measuring in order that there may be no inconsistencies in the quantities of materials intended for incorporation in the Work as loaded, and the quantities as actually received at the place of operations.

106.07 Unacceptable Materials. All materials not conforming to the requirements of the Contract Documents at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the Work unless otherwise instructed by the Engineer. No previously identified unacceptable materials, the defects of which have been corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply immediately with any order of the Engineer made under the provisions of this Section, the Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor pursuant to 109.14.

106.08 City-Furnished Materials. The Contractor shall furnish all materials required to complete the Work, except when otherwise provided in the Contract Documents.

Materials furnished by the City will be delivered or made available to the Contractor at the points specified in the Contract Documents.

The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the Contract Price for the item in connection with which they are used.

The Contractor shall be responsible for all delivered materials, and deductions will be made from any monies due the Contractor to make good any shortages and deficiencies, from any cause whatsoever, and for any damage which may occur after such delivery, and for any demurrage charges.

106.09 Steel and Iron Products Made in the United States. Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

Federal Requirements. All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

State Requirements. All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.

Applications. When the Work is Federally funded both the Federal and State requirements apply. This includes all portions of the Work, including portions that are not Federally funded. When the Work has no Federal funds, only the State requirements apply.

Exceptions. The Engineer may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. The Engineer may grant such exceptions under either of the following conditions:

a. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or $2,500, whichever is greater. The cost is the value of the product as delivered to the project.

b. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. The Director may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.

Proof of Domestic Origin. Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

ITEM 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed

107.02 Permits, Licenses and Taxes

107.03 Patented Devices, Materials and Processes

107.04 Restoration of Surfaces Opened by Permit

107.05 Federal-Aid Provisions

107.06 Sanitary Provisions

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107.12 Contractor's Use of the Project Right-of-Way or Other City-Owned Property

107.13 Responsibility for Damage Claims

107.14 Motorist Damage Claims

107.15 Opening Sections of Project to Traffic

107.16 Contractor's Responsibility for Work

107.17 Contractor's Responsibility for Utility Property and Services

107.18 Furnishing Right-of-Way

107.19 Personal Liability of Public Officials

107.20 No Waiver of Legal Rights

107.21 OSHA

107.22 Litigation

107.23 Environmental and Natural Resources Protection

107.24 Indemnification

107.01 Laws to be Observed. The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, codes and regulations and all orders and decrees of authorities having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such laws, ordinances, codes, regulations, orders, and decrees; and shall protect and defend, indemnify and hold harmless the City as provided in 107.24 relating to violation of any such law, ordinance, code, regulation, order, or decree, whether by the Contractor or its employees or agents, or the Contractor's subcontractors or suppliers.

The Contractor agrees that in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the United States in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates. That no Contractor, subcontractor, nor any of their employees or agents shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, sex, creed or color.

107.02 Permits, Licenses and Taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work, unless stated otherwise in the general notes of the construction drawings.

Prior to the closure of or working in or on any portion of a street the Contractor shall obtain permission from the City of Dublin.

The Contractor shall include and pay all state and local sales, consumer, and use taxes. Materials purchased for incorporation into the work will be exempt from state and local sales tax. A sales tax exemption certificate will be issued by the City at the request of the Contractor.

A. Licensed Water Contractor Requirement. It shall be unlawful for any person to perform any work on City of Dublin water line systems without first registering with the City of Dublin and securing license from the City of Columbus to engage in such work. This work includes any attachments, additions, alterations, or rehabilitation of any city service pipe or appurtenances (including water service lines and taps). This requirement may be met by utilization of a subcontractor who holds a City of Dublin Water Contractor License or a Combined Water/Sewer Contractor License to perform this work. Utilization of a subcontractor must meet the licensing requirements of City of Dublin and/or City of Columbus Building Code.

B. Licensed Sewer Tapper Requirement. It shall be unlawful for any person to engage in the business of sewer tapping and sewer building, or to open or tap any sewer in any street, alley or any public or private place or rehabilitation of any sewer or appurtenances (including manholes, inlets, and service laterals) in the City of Dublin without first registering with the City and securing license from the City of Columbus to

engage in such business. Utilization of a subcontractor must meet the licensing requirements of the City of Dublin and/or City of Columbus Building Code.

107.03 Patented Devices, Materials and Processes. If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, suitable legal agreement(s) with the patentee or owner shall be provided for such use. The Contractor shall defend, indemnify and hold harmless the City, as well as any affected third party or political subdivision, as provided in 107.24 relating to any infringement by reason of the use of any such patented design, device, material or process or any trademark or copyright.

The Contractor must obtain the approval of the City to substitute a patented material or process specified in the Contract Documents.

In the case of patented pavements and wearing courses, where royalties, licensing and proprietary service charges exacted or to be exacted by the patentees are published and certified agreements are filed with the City, guaranteeing to prospective Bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented payments may be specifically designated in the Proposal and competition secured upon the item exclusive of the patent or proprietary charges.

107.04 Restoration of Surfaces Opened by Permit. The right to construct or reconstruct any utility service in the roadway, street, or Right-of-Way or to grant permits for same, at any time, is hereby expressly reserved by the Director, or the owner of said roadway, street or Right-of-Way.

Any individual, firm, or corporation wishing to make an opening in the street must secure a permit. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the roadway.

When ordered by the Engineer, the Contractor shall make in an acceptable manner all necessary repairs due to such openings and such necessary work will be paid for as provided in the Specifications, and the repair work shall conform to the Contract Documents.

107.05 Federal-Aid Provisions. When the United States Government pays for all or any portion of the Project's cost, the federal laws and the rules and regulations made pursuant to such laws must be observed and the Work is subject to the inspection of the appropriate Federal agency.

Such inspections shall not make the Federal Government a party to this Contract and such inspections will in no way interfere with the rights of the Contractor or the City under the Contract.

107.06 Sanitary Provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees and City representatives as may be necessary to comply with the requirements of the State and local Board of Health, or of other authorities having jurisdiction. All waste, trash, and debris shall be properly disposed of, and under no condition shall any waste, trash, and debris be buried on the job site.

107.07 Public Convenience and Safety. The Contractor shall, at all times, so conduct the Work as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the street and the protection of persons and property shall be provided for by the Contractor as specified under 104.04.

The Contractor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work. Do not close streets unless specifically allowed by the Contract.

The presence of barricades or lights provided and maintained by any party other than the Contractor shall not relieve the Contractor of this responsibility.

107.08 Barricades and Warning Signs. Temporary traffic control devices and facilities shall be furnished, erected, maintained and paid for in accordance with the provisions of Item 6l4, Maintaining Traffic. All traffic control devices shall conform to Part 7 of the OMUTCD for Streets and Highways as amended, as required under Section 4511.09 of the Ohio Revised Code. The provisions of this item and this Section shall not in any way relieve the Contractor of any of its legal responsibilities or liabilities for the safety of the public.

107.09 Maintenance of Traffic. All work shall be performed in accordance with Item 614, Maintaining Traffic.

To avoid interruption of bus and coach operations, the Contractor shall give sufficient advance notice to the company or companies concerned to permit rerouting of lines, if necessary. When material is piled in the gutters, suitable drains of sufficient size to carry all the storm water flowing in the gutters, shall first be laid. Where the drainage from cross streets or alleys is interfered with or cut off by reason of the nature of the work, suitable crossings shall be provided for pedestrians. No material shall be piled within 20 feet (6.0 m) of any fire hydrant.

Dublin will notify the appropriate Fire and Police Divisions and “Paving the Way” whenever a street or section of street is about to be closed to traffic and also when it is to be opened.

107.10 Use of Explosives. When and if it is necessary for the prosecution of the Work to resort to blasting with explosives, the Contractor shall use the highest degree of care and adequate protective measures so as not to endanger life, completed portions of the Work, and all other property, both public and private. Before conducting any blasting operations, the Contractor shall furnish the Engineer, in writing, a schedule of intended blasting operations and it shall give the Engineer prior written notification of any changes in such schedule.

The use, handling, storage and transportation of explosives shall conform and be in accordance with the applicable requirements and/or provisions of:

- the latest revision of "State of Ohio Administrative Code Chapter 4121:1-3," issued by the Department of Industrial Relations and the Industrial Commission of the State of Ohio;

- the Ohio Explosive Laws, Section 3743.01 - 3743.26 of the ORC and amendments thereto;
- all local regulations, including but not limited to Section 150.160 of the Codified Ordinances of the City of Dublin; and
- as specified herein.

The Contractor shall secure written permission from the Engineer, City of Dublin before any blasting work is begun.

All shot firing shall be done by IME approved electrical or non-electric blasting systems which allows the blaster to control the exact moment in which firing of the shot will occur. The Contractor shall make suitable provisions to prevent the scattering of broken rock, earth, stones or other material during blasting operations.

107.11 Protection and Restoration of Property. The Contractor is responsible for the preservation of all property impacted by the Contractor's operations.

The Contractor is responsible for all damage or injury to property, during the prosecution of the Work, resulting from any act, omission, neglect, defective work or materials, or misconduct in the manner or method of executing the Work. The Contractor shall remain responsible for all damage and injury to property until the Project is accepted under 109.11. The Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any damage or injury to property. If the Contractor causes any direct or indirect damage or injury to public or private property by any act, omission, neglect, or misconduct in the execution or the non-execution of the Work, then it must restore, at its own expense, the property to a condition similar or equal to that existing before the damage or injury.

If mailboxes, road, or street name signs and supports interfere with the Work, then remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the Work and before final acceptance of the Project, erect the mailboxes, road, or street name signs and supports in their permanent locations according to the plans unless otherwise directed by the Engineer. Consider the cost of this Work as incidental to the affected items.

Cooperate with the Engineer in protecting and preserving monuments, cornerstones and boundary survey markers that are affected by the Work as required by ORC 5519.05.

When specified in the plans, the Contractor will construct the Monument Assemblies with the iron pin and Reference Monuments with the iron pin and cap. Right-of-Way Monuments are property boundary monuments set to comply with Ohio Administrative Code Section 4733.37, "Minimum Standards for Boundary Surveys in the State of Ohio" and ORC 5519.05 and are recited in the Right-of-Way deeds to convey the property or easement rights. If shown in the Right-of-Way plans, Right-of-Way monuments will be set after acquisition and prior to construction activities by the City. These monuments normally delineate the boundary secured for the highway construction. There are situations where temporary Right-of-Way easements are purchased to construct the work and it is expected that the permanent Right-of -Way monuments within the temporary easements may get destroyed to perform the work. Any

permanent Right-of-Way Monuments or property monuments on or outside the Right-of-Way limits and not enclosed within a temporary easement for the project will be the Contractor's responsibility to protect. Upon completion of the final grading replace any Right-of-Way Monuments destroyed during or by construction activities. A quantity for replacement of Right- of-Way Monuments expected to be destroyed that are within a temporary easement will be paid under Item 604. When specified in the plans, the Contractor will construct the Monument Assemblies and Reference Monuments with the iron pin and cap. Right-of-Way Monuments, Monument Assemblies and Reference Monuments are to be set under the direct supervision of a Registered Surveyor.

Do not begin grading or resurfacing operations until the Contractor has referenced and verified the position of all known monuments, cornerstones, and boundary survey markers in the area to be improved, relative to the survey information provided to the Contractor by the City. Make a reasonable search effort using common iron pin locating devices to locate monuments, cornerstones, and boundary survey markers at normal probable locations (i.e., offsets at occupation lines) if no monuments are shown on the Plans. If monuments, cornerstones, and boundary survey markers are unexpectedly encountered, then protect, reference, and preserve them in the same manner. Referencing, as indicated above, shall mean locating their positions relative to a project control network, traverse line or centerline using standard acceptable surveying measurements and techniques suitable to meet the requirements of OAC Section 4733-37-04, Measurement Specifications. The locating method, field data recording procedures and equipment to be used will be reviewed and approved by the Engineer prior to performing the work.

Provide the Engineer with a report indicating the monuments, cornerstones, and boundary survey markers located. List project coordinates and/or station and offset relative to the plan centerline and a description of the monuments, cornerstones, and boundary survey markers found, including size, material, condition, any cap stamping or markings and noting any differences from the plan locations of any of the monuments. The Engineer shall compare the Contractor's preconstruction monument report with the plans and any preconstruction checks provided by the City.

If monuments, cornerstones, and boundary survey markers of the Public Land Survey System control corners are encountered in the performance of the Work, and adjustable monument assemblies are not listed in the Proposal, then the City will furnish them and supervise their precise location and installation in conformity with ORC 5519.05. Furnish all labor, equipment, and materials required to perform such installations. The City will pay for any labor, equipment, or materials furnished during the installation according to 109.05. Perform relocation Work under the supervision of a registered surveyor.

The Engineer will deduct from the estimates the cost incurred by the City for repair, re-determination of location, and replacement of any monuments, cornerstones, or boundary survey markers within the highway that were damaged, destroyed, or made inaccessible during the progress of the Work by the Contractor or its employees, subcontractors, or their agents, in violation of these provisions.

Do not create staging areas, store materials and equipment, or borrow or waste materials in areas labeled as an environmental resources areas in the Contract Documents. All properties to be utilized by the

Contractor outside the project Right- of-Way must be cleared for all environmental resource impacts prior to the beginning of work. Environmental resources include but may not be limited to:

- Cultural Resources
- Buildings, structures, objects, and sites eligible for or listed on the National Register of Historic Places
- Historic or prehistoric human remains, cemeteries, and/or burial sites (pursuant with ORC 2909.05 and 2927.11
- Ecological Resources
- Wetlands
- Streams
- Wooded areas with trees to be removed in excess of 8 inches diameter at breast height
- Public Lands
- Lands meeting the criteria of 49 U.S.C. 303, 23 CFR 771.I35: 4(f).
- Lands meeting the criteria of 16 U.S.C. 4601-4, 36 CFR59.1: 6(f).
- FEMA Mapped 100 year Floodplains
- Hazardous Waste Areas.

All areas proposed to be utilized by the Contractor outside the Construction Limits shall be reviewed by the City and/or environmental contractor(s) that are prequalified by the City for each environmental resource. Have the consultant(s) certify that the proposed site to be utilized for the Contractor will not impact:

- Cultural Resources
- Ecological Resources Public Lands
- FEMA Mapped 100 year Floodplains Hazardous Waste Areas
- Provide all documentation and the consultant certification to the Engineer.

Should the areas proposed for use by the Contractor outside the project right of way limits contain environmental resources the Contractor is responsible to the City for all environmental clearances and permits prior to the beginning of Work.

107.12 Contractor's Use of the Project Right-of-Way or Other City-Owned Property.

A. Disposal of Waste Material and Construction Debris and Excavation of Borrow on the Project Right-of-Way or on Other City-Owned Property. Dispose of waste material according to 105.16 and dispose of construction debris according to 105.19. In addition to the rights granted in 104.05, the Contractor's use of the Project Right-of-Way or other City-owned property for the disposal of waste material and construction debris and excavation of borrow material is restricted as follows:

- If the Contract Documents identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of -Way or on other City-owned property, then only perform these operations in these designated locations.
- If the Contract Documents do not identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other City-owned property, then do not bid assuming that the City will make such locations available.
- If the Contractor's request to use locations within the Project Right-of-Way or on other City-owned property is approved by the Engineer, then the City may allow the Contractor to dispose of waste material and construction debris or excavate borrow material for a fee of $0.50 per cubic yard.

B. Equipment Storage and Staging. The Contractor may use, fee-free, any portion of the Project within the Project Right-of-Way for staging, equipment storage, or an office site with the approval of the Engineer, provided such usages do not interfere with the Work and are not prohibited by the Contract Documents. Do not bid in anticipation of using any properties within the Project Right-of-Way or any City-owned property that is outside the Project Right-of-Way for equipment storage or staging.

C. Equipment Removal and Site Restoration. Remove all Contractor equipment and completely restore all utilized sites used as required by 104.07 before Final Acceptance as provided in 109.11.

107.13 Responsibility for Damage Claims. The Contractor shall defend, indemnify and hold harmless the City, as well as any participating railroad or railway company, as provided in 107.24 relating to any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the Project or on account of any act or omission, by the Contractor, its agents, its subcontractors, or its suppliers.

107.14 Motorist Damage Claims. The resolution of motorist damage claims shall comply with the applicable provisions of City Code.

107.15 Opening Sections of Project to Traffic.

A. When Ordered by the Engineer. Upon written notice from the Engineer directing that the highway, street, bridge, or culvert, or any part thereof be opened for travel, the Contractor shall put the highway, street, bridge or culvert or such portions thereof as the Engineer may direct in such condition for travel as the Engineer may direct, and shall remove all barriers and obstructions. Acceptance of the Work in whole or in part is not involved in this case, but the Contractor shall be responsible for damage by such

traffic to completed or partially completed portions of the Work. Additional costs and time to the Contractor by such action shall be reimbursed in accordance with 104.02.F and 108.06.D, as applicable.

B. When Progress is Unsatisfactory or Work is Suspended by the Contractor.

When a portion of a roadway or a structure is completed and the progress schedule for the Work has not been met or the Contractor suspends work for over fourteen days during the normal construction season, the Engineer on written notice to the Contractor may order the road or structure to be opened for travel and the Contractor shall place the highway, street, structure, or portions thereof in such condition for travel as the Engineer may order and shall remove all barriers and obstructions at no cost to the City.

107.16 Contractor's Responsibility for Work. Until Final Acceptance of the Project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, from vandalism, from vehicular accidents, or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before Final Acceptance and shall bear the expense thereof.

In case of suspension of work by the Contractor, or under the provisions of 105.01.B, the Contractor shall be responsible for the Work and shall take such precautions as may be necessary to prevent damage to the Work, provide for adequate drainage, erect any necessary temporary structures, temporary pavements, signs, or other facilities, and providing required maintenance of traffic and public and private access to property, all at the Contractor's expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seeding, and sodding furnished under the Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

107.17 Contractor's Responsibility for Utility Property and Services. At points where the Contractor's operations are adjacent to properties of railway, telephone, cable, fiber optics, and power companies, or are adjacent to private wells, private wastewater disposal facilities, private stormwater conveyance systems and other utilities or property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their protection and in removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to underground or overhead utility services, water lines, private water wells, private wastewater disposal facilities or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately notify the occupants of nearby premises and the proper authority or operator of the utility facility of the disruption and shall cooperate with the said authority in the restoration of service. If water or sewer service is interrupted, repair work shall be

continuous until the service is restored by a licensed Contractor. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.18 Furnishing Right-of-Way. The City will be responsible for the securing of all necessary rights-of-entries in advance of construction deemed necessary by the City. Any exceptions will be indicated in the Contract Documents.

107.19 Personal Liability of Public Officials. In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability of the Director or other City-authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

107.20 No Waiver of Legal Rights. No action or inaction by the City, including but not limited to, the inspection by the Engineer, nor by any inspector or duly authorized City representatives, nor any order, measurements, or certificate by the Director, or said representatives, nor any order by the Director for the payments of money, nor any payment for, nor acceptance of any Work by the Engineer, nor any extension of time, nor any possession taken by the City or its duly authorized representatives, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, or any other rights or remedies that the City may have under the Contract, at law or otherwise; nor shall any waiver of any breach of the Contract be held to be a waiver of any other subsequent breach.

107.21 OSHA. All Contractors shall comply with the provisions of the Occupation Safety and Health Act of 1972 and all amendments thereto.

107.22 Litigation. All lawsuits involving claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Contract or its breach shall be brought in and decided by a court of competent jurisdiction within the County of Franklin, State of Ohio, and the law of Ohio shall govern without reference to its conflict of laws rules, if applicable.

107.23 Environmental and Natural Resources Protection. Comply with all Federal, State, and local laws and regulations controlling protection of the environment and natural resources. Avoid polluting streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, sediments, or other harmful materials, and avoid polluting the atmosphere with particulate and gaseous matter. Adopt sustainability best management practices, including clean and efficient energy use, the use of recycled materials if allowed by the Contract Documents, and waste reduction and recycling.

A. Water Pollution Control. The Contractor shall comply with all federal, state and local water pollution control laws and regulations, permits, plans, and policies, including but not limited to:

- The Clean Water Act and the regulations promulgated thereunder;
- Ohio Revised Code Chapter 6111 and the regulations promulgated thereunder;

- City of Dublin Stormwater Design Manual;
- Individual NPDES Permits issued for City of Dublin Facilities, if applicable;
- Ohio General Permit to Discharge Stormwater associated with Industrial activity, if applicable;
- Ohio General Permit for filling Category 1 and Category 2 Isolated Wetlands;
- Ohio EPA General Permit for Storm Water Discharges Associated with Construction Activity;
- Stormwater Pollution Prevention Plans adopted for City of Dublin facilities and/or required for the Project pursuant to the Clean Water Act;
- Any Spill Prevention Control and Countermeasures Plan required under the Clean Water Act;
- Dublin Erosion and Sediment Pollution Control Regulation latest revision.

When equipment is working next to a City storm sewer inlet, stream, lake, pond, or reservoir, spill response equipment is required in the event of a hydraulic leak. Do not stockpile fine material next to a sewer inlet, stream, lake, pond, or reservoir.

Take precautions to avoid demolition debris and discharges associated with the excavation and hauling of material from entering the stream. Remove any material that does enter a storm sewer or stream immediately.

When excavating in or adjacent to streams, separate such areas from the main stream by a dike or barrier to keep sediment from entering the stream. Take care during the construction and removal of such barriers to minimize sediment entering the stream.

Accomplish control of ground water and water in excavations in a manner that prevents the degradation of the water quality of any surface water. Install wells and well points with suitable screens and filters where necessary to prevent the continuous pumping of fines. Pump sediment-laden water in a manner to prevent introduction into the city storm sewer system or degradation of streams, lakes, ponds, or other areas of water impoundment. Such prevention may involve but is not limited to the means and methods described in Item 207. Use the methods necessary to prevent adverse effects to surface waters as provided in OAC-3745-1-04. The cost of constructing and maintaining these measures is incidental to the Contract.

Contain, collect, characterize and legally dispose of all waste water and sludge generated during the work. Do not allow or mix any waste water with storm water. Do not discharge any waste water without the appropriate regulatory permits. Manage waste water and sludge in accordance with ORC Chapter 6111 and all other laws, regulations, permits and local ordinances relating to this waste. Waste water management is incidental to the Work unless otherwise specified in the contract.

B. Dredging, Filling, and Construction Activities in the Waters of the United States or Isolated Wetlands.

When the Work involves dredging, filling, and/or construction in the waters of the United States as defined by federal law, including but not limited to wetlands, and ephemeral and intermittent streams with a significant nexus to the navigable waters of the United States, the Contractor shall:

- Comply with the applicable United States Army Corps of Engineers (USACE) Nationwide General Permit, including any requirement to file a pre-construction notification or to obtain an individual permit;
- Comply with any applicable USACE Nationwide Permits Regional General Conditions, Nationwide Permits for the State of Ohio, promulgated by the USACE Huntington District Engineer;
- Comply with the applicable Ohio EPA Section 401 Nationwide Permits Certification General Conditions and Limitations and Special Conditions and Limitations; and
- Obtain an Ohio EPA Section 401 Certification for dredging, filling, and/or construction activities in the waters of the United States.

When the Work involves dredging, filling, and/or construction activities in an isolated wetland, the Contractor shall obtain from the Ohio EPA an isolated wetlands permit as required by ORC Sections 6111.02 through 6111.028

C. Construction Activities or Filling in Special Flood Hazard Areas.

When the Work involves construction activities or filling in a Special Flood Hazard Area as defined in the City of Dublin Flood Plain Management Regulations, and these activities will occur within the Dublin city limits, the Contractor shall:

- Obtain a Special Flood Hazard Area Development and Use Permit from the City of Dublin, Division of Engineering prior to beginning the Work;
- Obtain prior approval for the Work from the Federal Emergency Management Agency if required under the Dublin Flood Control Regulations and 40 C.F.R. 60.3; and
- Comply with the flood plain filling mitigation requirements of the Dublin Stormwater Design Manual and Flood Control Regulations.

When the Work involves construction activities or filling in a Special Flood Hazard Area outside the Dublin City limits, the Contractor shall, to the extent requested, assist Dublin in obtaining all necessary permits and comply with the flood plain management regulations of the jurisdiction in which these activities will occur.

D. Air Pollution Control. The Contractor shall comply with Ohio's Air Pollution Control Laws and Regulations, ORC Chapter 3704 and the regulations promulgated thereunder, including but not limited to controlling fugitive dust emissions as required under OAC 3745-17-08.

E. Solid and Hazardous Waste Management. The Contractor shall manage all solid and hazardous wastes generated in carrying out the Work in compliance with Ohio's Solid and Hazardous Waste Laws, ORC Chapter 3734 and the regulations promulgated thereunder.

F. Endangered Species. Prior to engaging in any activities that may impact the habitat of threatened or endangered species; the Contractor shall perform any environmental review required under the National Environmental Policy Act, the Endangered Species Act, or Ohio laws and regulations.

G. Historic Preservation. Where the Work may impact archaeological, historic, or cultural resources, the Contractor shall conduct any assessments, reviews, and/or studies required under the applicable provisions of the National Environmental Policy Act or other federal law and Ohio's Historic Preservation Laws and regulations, including but not limited to ORC Section 149.53 and OAC Chapter 149-1.

H. Recordkeeping. The Contractor shall maintain records establishing compliance with all applicable federal, state and local laws and regulations, permits, plans, and policies related to environmental and natural resources protection.

107.24 Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City and its officers, employees, representatives, and agents (hereinafter collectively referred to as the "City") against any and all claims, actions, damages, costs, and legal liability of every name and nature that the City may sustain, incur or be required to pay (including, but not limited to, consultant and attorney's fees, disbursements, costs or other expenses) arising out of or in connection with the Work by reason of any action, inaction, omission, or breach by the Contractor, its agent(s) or person(s) employed by the Contractor, or any of its subcontractors or suppliers, including, but not limited to, (i) failure to comply with the terms and conditions of the Contract or pertinent subcontract(s), or (ii) any of the Contractor's liability under the Contract Documents.

The City may retain any amounts due or that may become due to the Contractor as may be necessary to satisfy any claim for indemnification under the Contract. The Contractor's obligation under this Section shall not be deemed waived by the failure of the City to retain in whole or any part of such monies due to the Contractor, nor shall such suit, action, damages and/or costs have to have been resolved or determined prior to release of any monies to the Contractor under the Contract, nor shall such obligation be deemed limited or discharged by the procurement of any insurance for liability for damages imposed by law upon the Contractor, its subcontractors or suppliers, or the City.

In applying this indemnification provision, the Contractor shall be required to indemnify the City in any action brought by an employee of the Contractor, or any employee of its subcontractors or suppliers, whenever such employee is found to have been comparatively negligent, even if Contractor and/or its subcontractors or suppliers are found not to have been negligent themselves.

The Contractor shall advise the Engineer in writing immediately upon its receipt of notice, actual or otherwise, of any (a) incident or circumstance or (b) claim or action that could give rise to a claim covered by this indemnification provision.

ITEM 108 PROSECUTION AND PROGRESS OF WORK

108.01 Subletting of Contract

108.02 Preconstruction Conference

108.03 Prosecution and Progress

108.04 Limitation of Operations

108.05 Character of Workers, Methods, and Equipment

108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Delays

108.07 Failure to Complete on Time

108.08 Unsatisfactory Progress and Default of Contractor

108.09 Certified Payroll

108.01 Subletting of Contract. The Contractor must obtain the Director's written consent to sublet, sell, transfer, assign, or otherwise relinquish any rights, title, or interest in the Work. Upon the Engineer's request, the Contractor shall also promptly furnish copies of subcontracts and supply agreements.

The Contractor must perform Work amounting to not less than 51 percent of the Contract Sum with its own organization, unless otherwise approved by Director. Any items set forth in the Proposal to be "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by sub- contract may be deducted from the Contract Sum before computing the amount of work required to be performed by the Contractor's own organization. The Contractor's percentage of the Contract Sum includes the cost of materials and manufactured products purchased by Contractor, but not the cost of materials and manufactured products purchased by subcontractors. The Engineer will calculate Contractor's percentage based on the quantities shown in the Proposal and the unit prices of the Contract items to be performed by the Contractor's organization.

All subcontractors must hold a valid contract compliance certification number before the City will approve the subcontractor pursuant to this Section.

108.02 Preconstruction Conference. Unless otherwise provided for in the Contract Documents, no Work shall be commenced under this Contract until a Preconstruction Conference has been held.

After the Contract is fully executed, the City will send Preconstruction Conference notices to all parties. In general, fourteen days are required to notify all interested parties of a Preconstruction Conference. The Contractor shall take due note of this requirement and aid in the timely scheduling of the Preconstruction Conference to avoid unnecessary delays in the commencement of the Work.

At or before the Preconstruction Conference, the Contractor shall submit to the Engineer the baseline construction schedule prepared according to 108.03. Furnish a list of proposed subcontractors and

material suppliers at or before the Preconstruction Conference. If the Contractor fails to provide the required submissions at or before the Preconstruction Conference, the Engineer may order the Preconstruction Conference suspended until they are furnished.

108.03 Prosecution and Progress. The Construction Schedule shall reflect the Contractor's detailed construction plan to be implemented during all phases of the construction process, Notice to Proceed to final completion. The approved Construction Schedule also serves as a means for the Contractor to schedule, coordinate and evaluate the work of its subcontractors and suppliers. The Contractor is required to include and involve all subcontractors and suppliers in the development and updating of the Construction Schedule. The Contractor shall produce schedule updates and reports to analyze project progress and current status and shall be prepared to respond to reasonable requests from the Engineer for additional information.

Unless a specific Pay Item is included in the Proposal, the cost of preparation of the Construction Schedule, progress updates, and other schedule related information requested by the Engineer is to be included within the Contractor's bid prices for the various pay items.

Failure to comply with Project scheduling requirements may be grounds for termination of the Contract. In addition, the City may withhold pay estimates until all scheduling requirements, including providing schedule updates, are met and accepted by the Engineer.

The Contractor shall provide the Engineer with a minimum twenty-four (24) hour advance notice prior to performing any Work on the Project.

When a pay item for a CPM schedule is included in the Bid Documents, use Type B – Critical Path Method (CPM) Schedule. Otherwise, all projects shall be scheduled using the Type A – Basic Construction Schedule.

A. Basic Construction Schedule (Type A).

1. Initial/Baseline Construction Schedule Submission. The Contractor shall submit to the Engineer at or before the Preconstruction Conference a baseline bar chart construction schedule and written narrative describing the sequence of construction, and critical events including delivery of materials, services, or equipment.

The Engineer will review the schedule and within seven calendar days of receipt, will either accept the schedule or provide the Contractor with written comments. Acceptance of the schedule does not revise the Contract Documents. Provide clarification or any needed additional information within seven calendar days of a written request by the Engineer. The City will withhold pay estimates until the Engineer accepts the schedule.

The Contractor shall provide a working day schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Completion Date. Show the order and the sequence for accomplishing the Work. Describe all major activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress. The bar chart schedule must reflect the scope of work, required phasing, maintenance of traffic, interim completion dates, final

Completion Date, and other project milestones established in the Contract Documents. Include activities for major submittals, as provided in 105.02, major material procurement and fabrication, and the delivery of key materials, plant, and equipment, and other similar activities. The schedule must be detailed on letter or 11 x 17 sized paper.

2. Completion Date. The baseline construction schedule shall not indicate a completion date that is earlier than the Contract Completion Date.

3. Monthly Progress Updates. Prior to the 5th of every month, submit an updated schedule that includes the following:

- Date that all progress is being recorded through;
- Actual start date of progressed activities;
- Actual finish date of completed activities;
- Actual percent complete for each progressed activity.

4. Changed Conditions Reporting.

a. Schedule Revisions. If the Contractor's operations are materially affected by changes in the Work plan or in the amount of the Work or if the Contractor has failed to comply with the approved Construction Schedule, the Contractor shall submit a revised construction schedule. The revised schedule shall show how the Contractor proposes to prosecute the balance of the Work. All schedule revisions are subject to Engineer's approval.

b. Recovery Schedules. If the Monthly Update Schedule or Revised Monthly Update Schedule projects a finish date for the Project later than the current Completion Date, submit a recovery schedule showing a plan to finish by the current Completion Date as requested by the Engineer, at no additional cost to the City. Such measures to regain schedule may include, but are not limited to, increasing the size of the workforce; increasing the number of working hours per shift, shifts per work day, work days per week, the amount of equipment or combination thereof; or rescheduling of work activities to achieve maximum concurrence of work efforts, all at no additional cost to the City. The Contractor shall submit the recovery schedule within five calendar days after the request is made by the Engineer.

The City will withhold Estimates until the Engineer approves the recovery schedule. The approved Recovery Schedule will supersede the then-current Construction Schedule and be used as the basis for progress evaluations. Acceptance by the City of the recovery schedule and/or recovery plan shall not serve as a time extension approval.

c. Delay and Analysis of the Construction Schedule. The Contractor shall not be entitled to and hereby waives any extension of time resulting from any event, circumstance, condition or cause unless a Claim for an extension of time is made in accordance with the requirements of 104.03. In the event the Contractor requests an extension of the Contract Time, it shall furnish such justification and supporting

evidence as the Engineer may deem necessary for a determination of whether or not the Contractor is entitled to an extension of time under the provisions of the Contract.

The written claim seeking an extension of time must include the following information:

- Nature of the delay.
- Date (or anticipated date) of commencement of delay.
- Identification of person(s) or organization(s) or events affected by delay.
- Activities on the Construction Schedule affected by the delay, or new activities created by the delay and their relationship with existing activities.
- Identification of person(s) or organization(s) or event(s) the Contractor believes responsible for the delay.
- Anticipated extent of the delay.
- Recommended action to avoid or minimize the delay.
- Identification of the pertinent contract provisions and supporting documents or project records.

Any request for an extension of the Contract Completion Date must be processed per 108.06. If there is a time extension request pending, the Contractor shall not include the time extension in a monthly progress update until the request is approved by the City and shall not use the time extension request as a basis for refusing to prepare and submit a recovery schedule.

B. Critical Path Method (CPM) Schedule (Type B).

The Contractor shall submit to the Engineer a baseline construction schedule as described in 108.03.B.1 in the form of a computer generated CPM Schedule in a format approved by the Engineer or as specified. The Contractor shall designate a Scheduler(s) who shall be responsible for preparing and maintaining the schedule and coordinating with the Engineer. The Contractor shall provide personnel or a subcontractor specializing in CPM scheduling with experience in scheduling three projects of a similar complexity to the Project. If requested by the Engineer, provide at the preconstruction meeting the experience and qualifications of the scheduler(s).

The CPM Construction Schedule shall clearly show the sequence of work and interdependence of activities by utilizing predecessor and successor relationships.

1. Initial/Baseline Construction Schedule Submission. The Contractor shall submit a baseline schedule within fifteen calendar days from the Notice to Proceed. The baseline schedule will be in CPM format and as described herein. The baseline construction schedule shall provide a complete and detailed sequence of operations of the work within the time limits specified in the Contract. The baseline construction schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which

the various portions of the work shall commence, and the dates on which the Contractor contemplates completing the Work.

In addition to providing the baseline construction schedule, the Contractor shall provide an initial work plan narrative containing the following: the planned number of crews: crew type, approximate crew size, and equipment.

The Engineer will review the baseline schedule and will provide a disposition of the schedule within fourteen calendar days of receipt. The Engineer's review of the baseline schedule will be for compliance with the Specifications and Contract requirements. Approval by the Engineer shall not relieve the Contractor of any of its responsibilities for the accuracy or feasibility of the schedule.

For baseline schedules that are not accepted, the Engineer shall indicate in writing all portions of the schedule that are not in compliance with the Contract requirements. The Contractor shall make the necessary revisions and resubmit the revised schedule within seven Calendar Days. The Engineer will reject baseline schedules that are not in compliance with Contract requirements. The Engineer shall conduct a mandatory meeting with the Contractor and the Contractor's Schedule Representative within seven calendar days of the Engineer's written notice for any baseline schedule that is not accepted. The purpose of this meeting is to resolve issues with the baseline schedule. At this meeting the Contractor shall provide clarification and additional information necessary for the Engineer to accept the baseline schedule.

The City shall withhold pay estimates until the baseline schedule is "accepted". Acceptance of the baseline schedule does not revise the Contract Documents.

a. Schedule Requirements. Provide a working day schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Contract Completion Date. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the elements of the Work and measure the progress of each activity. The baseline schedule must reflect the scope of work, required phasing, maintenance of traffic requirements, interim completion dates, the Completion Date, and other project milestones established in the Contract Documents. Include activities for major submittals, working drawings, shop drawings, submittal review time for the City, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities.

The Contractor shall be responsible for assuring subcontractor and supplier work, is included in the schedule. The Contractor shall be responsible for assuring that all work sequences are logical and that the schedule indicates a coordinated plan.

Failure by the Contractor to include any element of Work required for performance of the Contract shall not excuse the Contractor from completing all Work by the Completion Date. Omissions and errors shall be corrected as described in 108.03.B.4.a and will not affect Contract Time.

b. CPM Schedule Format.

i. Administrative Identifier Information: The following information should be included in the title bar on all schedule sheets:

a. Project Number

b. Project Name

c. Project Location

d. Data Date

e. Completion Date

f. Contractor's Name

ii. Project Activities shall represent an uninterrupted action, task, component, process or operation and include the following:

a. Activity Identification (ID). Assign each activity a unique identification number. Activity ID length shall not exceed 10 characters. Once accepted, the Activity ID shall be used for the duration of the project.

b. Activity Description. Each activity shall have a narrative description consisting of a verb or work function (e.g.; form, pour, excavate) and an object (e.g.; slab, footing, underdrain).

c. Activity Original Duration. "Activity Original Duration" is defined as the amount of time required to complete the activity based on a set of planned resources necessary to complete the activity. Assign a planned duration in working days for each activity. Do not exceed a duration of 20 working days for any construction activity unless approved by the Engineer. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Pay Items into component activities in order to meet the duration requirements of this paragraph.

d. Activity Relationships:

1. All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).

2. Use only finish-to-start relationships with no leads or lags to link activities.

a. No activity shall involve more than one trade or specialty subcontractor. There is to be at least one activity for every subcontractor performing work on the Project.

b. Provide activities for procurement of major equipment and any other long lead time items.

c. Any activity durations that are based on other than a single shift operation are to be clearly and individually identified with an appropriate explanation of how those multi-shift activities relate to the other schedule activities. Shift work needs to be consistently addressed either in an activity id and/or in

an activity code. The schedule is considered to be based on an eight hour days, five day work-weeks unless otherwise noted.

iii. Project Milestones. Milestones shown in the Contractor Documents shall be included in the Baseline Schedule. Milestone dates may be modified only by Change Order or Contract Modification. In addition to any milestones identified in the Contract Documents, include the following milestones in the schedule:

a. Start Project: The Contractor shall include as the first milestone in the schedule, a milestone named “Start Project”. The date used for this milestone is the date provided in the Notice to Proceed.

b. End Project Milestone: The Contractor shall include as the last activity in the project schedule, a milestone named “End Project”. The date used for this milestone is considered the project completion date.

c. Start Phase Milestone: The Contractor shall include as the first activity for a project phase, an activity named "Start Phase X", where "X" identifies the phase of work.

d. End Phase Milestone: The Contractor shall include as the last activity in a project phase, an activity named "End Phase X" where "X" identifies the phase of work. The Contractor may include additional milestones, but at a minimum contractual milestones.

iv. Level of Effort Activities: Use level of effort activities to show the duration of specified contract work periods, phases and road closures. The level of effort activity type is allowed to have a start-to-start relationship with the first activity in a series of activities and a finish-to-finish relationship with the last activity in a series of activities.

v. Constraints: The Construction Schedule is to have no constrained activities except the Start Project Milestone and the End Project Milestone dates, unless otherwise permitted by the Engineer. Interim dates are to be controlled by logic and activity duration only. Mandatory start and finish constraints are not to be used in the schedule.

vi. Seasonal Weather Conditions: Anticipated weather days outlined in the Table 108.07-1 identify the number of days each month the Contractor must plan for weather impacts. Seasonal weather conditions shall be considered and included in the planning and scheduling of all Work in accordance with Table 108.07-1.

Anticipated weather days specified in Table 108.07-1 shall be incorporated in the schedule using work calendars. In the baseline schedule, random non-sequential weekdays shall be considered non-workdays to match the anticipated weather days total for that month according to 108.07. Anticipated weather days must be the same dates on all calendars affected by weather. Subsequent schedule updates shall remove the random weather days and replace them with the actual agreed weather days at no additional cost to the City. The winter shutdown periods shall be shown using non-work calendars. The activity can be assigned to a calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work.

vii. Linking Projects: Independent projects shall not be linked.

vii. Activity Codes: The Contractor shall, at a minimum, include codes for Area, Phase, and Responsibility for each activity. At the Engineer's approval, the Contractor may use a Work Breakdown Structure (WBS) to organize the construction schedule.

ix. Schedule Options: The schedule may only be calculated using actual dates. Schedule durations are to be contiguous. Total float shall be calculated as finish float. All activities must have a predecessor/successor relationship except for the first activity (Project Start) and the last activity (Project Finish).

x. Calendars: All calendars are to be based on a five-day, work week and activity durations are to be in working days unless otherwise approved by the Engineer. Calendars are to include any recognized holidays (when observed) that will shorten a five working-day week. The construction schedule shall include multiple calendars appropriate to the activity (i.e. 7 day calendar for cure time, burn–in time, settlement period, etc). Calendars should reflect weather restrictions for certain work (i.e. asphalt, painting, etc.).

c. Completion Date. The baseline construction schedule shall not indicate a completion date that is earlier than the Contract Completion Date.

d. Submission Requirements. Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format.

Submit the following information along with the electronic baseline schedule:

i. A baseline schedule in a bar chart format, including the Administrative Identifier Information on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start Date, Early Finish Date, and Calendar ID. Use arrows to show the relationships among activities.

ii. A baseline schedule in a bar chart format, on paper. Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities."

iii. A Six Week Look Ahead Schedule in bar chart format. This schedule will have all the requirements of the baseline schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six week period of the data date.

iv. A Scheduling Statistics Report. Submit a report of baseline schedule statistics, including number of activities, number of activities on the longest path, number of started activities, number of completed activities, number of relationships, percent complete, and number and type of constraints.

v. A Logic Diagram (If requested by the Engineer). Submit a diagram in PERT chart format showing the logic of the baseline schedule.

vi. An Activity ID Sort. Submit a listing of all activities included in the baseline schedule sorted by ascending Activity Identification Number.

vii. A Total Float Sort. Submit a listing of all activities included in the baseline schedule sorted by increasing total float and by early start date.

viii. A Detailed Predecessor/Successor Sort. Submit a listing of all activities included in the baseline schedule indicating the activities that immediately precede and immediately succeed that activity in the schedule logic.

2. Float. Float is not time for the exclusive use or benefit of either the City or the Contractor but is to be a shared commodity to be reasonably used by either party to mitigate delay to the Contract Completion Date.

Pursuant to the float sharing requirements of this Section, the use of float suppression techniques such as: preferential or logic sequencing (arranging critical path through activities more susceptible to City caused delay); special lead/lag restraints; extended activity durations; as late as possible constraints; imposed constraint dates other than those required by the Contract Documents; and the like are prohibited and shall be cause for rejection of the project schedule or its updates.

a. Definitions of Float: “Float” is defined as the amount of time between the early start date and the late start date (or the early finish date and late finish date) of any activity in the Construction Schedule. “Total Float” is defined as the amount of time any given activity or path of activities may be delayed before it will affect the Contract Completion Date. Project Float is the length of time between the End Project Milestone and the Contract Completion Date.

Ownership of Float: Float available in the schedule, at any time, shall not be considered for the exclusive use of either the City or the Contractor. During the course of contract execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to the Project Float. A monthly progress update schedule showing work completing in less time than the contract time, and accepted by the City, will be considered to have Project Float. Project Float will be a resource available to both the City and the Contractor. No time extensions will be granted nor delay damages paid unless a delay occurs which impacts the Project's critical path, consumes all available float and extends the work beyond the Contract Completion Date.

Negative Float: Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with 108.03.B.4.c. Scheduled completion date(s) that extend beyond the Contract (or phase) Completion Date(s) may be used in computations for assessment of liquidated

damages. The use of this computation shall not be construed as an order by the City to accelerate the Work.

3. Monthly Progress Updates. Prior to the 5th of every month, submit an updated schedule with a data date of the last day of the previous month, unless a different date is agreed to by the Engineer. A monthly update schedule is a schedule in which only progress is updated from the prior data date to the current data date. Work added and/or excusable delays encountered since the prior data date must be represented as a schedule revision as described in 108.03.B.4.a.

a. Update Requirements.

i. Submit the monthly updated bar chart on paper and a copy of the updated schedule in electronic file format. The Engineer shall accept or not accept the schedule update within seven calendar days of receipt of the updated CPM schedule.

ii. Correct out-of-sequence progress listings generated by the Scheduling Statistics Report as directed by the Engineer.

iii. Maintain schedules to record actual start and finish dates of completed activities on a weekly basis until otherwise notified by the Engineer.

iv. Identify the actual start date and remaining duration for all activities in progress. Indicate progress of each activity to date of revision using remaining duration, not percent complete.

v. Show accumulated percentage of completion of each item for updates, and total percentage of Work completed, as of the schedule's data date.

b. Submit the following with each updated schedule:

i. CPM Schedule in Bar Chart Format - Two large printed copies, minimum 22" X 34"

Two Week Look Ahead CPM Schedule in Bar Chart Format

Logic Diagram (If requested by the Engineer)

Activity ID Sort (If requested by the Engineer)

Total Float Sort (If requested by the Engineer)

Detailed Predecessor/Successor Sort (If requested by the Engineer)

Schedule Statistics Report

The Contractor may submit a statement that there were no changes in the schedule logic, activity durations, or calendars since the previous update in lieu of submission of items 3, 4, 5 and 6.

c. Provide two printed copies of a Narrative Status Report that includes the following:

i. A description of the general status of the Work.

ii. Any outstanding issues that affect the construction schedule, i.e., any current and anticipated delaying factors, and describe their impact on the construction schedule, the critical path and the Project Completion Date.

iii. Any activities added to the construction schedule with an explanation for their addition.

iv. Any activities deleted from the construction schedule with an explanation for their deletion.

v. Any changes in the relationships of activities with an explanation.

vi. Any changes to worker hours or budgeted costs with an explanation.

vii. An explanation of any recovery measures being taken.

d. Estimates will not be processed unless all schedule requirements are met.

e. Early Completion Monthly Update Schedule. In the event that an accepted monthly progress update indicates a completion date that is earlier than the Contract Completion Date, the Contractor shall not be entitled to any extension in Contract time or recovery of any cost for delay, disruption, interference, hindrance, extension, or acceleration costs incurred, however caused, because of an extension of the early completion date until such time as the network or activities affected increases the critical path duration of the CPM Schedule beyond the Contract Completion Date.

f. Late Completion Monthly Update Schedule. A Late Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date exceeds the Contract Completion Date.

g. The project schedule shall be reviewed at each progress meeting.

h. Any corrections to the schedule shall be made and submitted to the Engineer within seven calendar days.

4. CPM Changed Conditions.

a. Schedule Revisions. If the Contractor's operations are materially affected by changes in the Work plan or in the amount of the Work or if the Contractor has failed to comply with the approved Construction Schedule, the Contractor shall submit a revised construction schedule, which schedule shall show how the Contractor proposes to prosecute the balance of the Work.

Any addition of new activities or new calendars or changes to existing activities, calendars or logic constitute a revision. All revisions must be reported in narrative form on a cover sheet accompanying the monthly update schedule. The schedule revision must be accompanied by a narrative detailing the changes in logic, activities, and durations from the accepted baseline.

Any revision which modifies the critical path or impacts an interim date or project completion date must be represented on a companion schedule submitted with the monthly update schedule or as a fragnet within the monthly update schedule. A fragnet is defined as the sequence of new activities that are proposed to be added to the existing schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. If submitted as a fragnet, the Contractor shall compute two Finish Dates. The first Finish Date shall be computed without consideration of any impact by the fragnet. The second Finish Date shall be computed with consideration of any impact by the fragnet. The Contractor shall also submit a written narrative stating the reason for the proposed revisions. The Engineer shall "approve" or "reject" proposed revisions within ten days of receipt of appropriate schedules and narrative. All approved revisions will be incorporated into the Monthly Update Schedule which will become the Revised Monthly Update Schedule.

b. Recovery Schedules. If the Monthly Update Schedule or Revised Monthly Update Schedule projects a finish date for the Project more than fourteen calendar days later than the current Completion Date, submit a recovery schedule showing a plan to finish by the current Completion Date if requested by the Engineer, at no additional cost to the City. The recovery schedule shall also include a written plan detailing how the Contractor proposes to recover the lost time and meet the Completion Date. Such measures may include, but are not limited to, increasing the size of the workforce; increasing the number of working hours per shift, shifts per work day, work days per week, the amount of equipment or combination thereof; or rescheduling of work activities to achieve maximum concurrence of work efforts, all at no additional cost to the City. The Contractor shall submit the recovery schedule within ten days after the request is made by the Engineer.

The City may withhold Estimates until the Engineer approves the recovery schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor. In the event the current Completion Date is in dispute, the recovery schedule must be submitted once the dispute has been resolved.

The Engineer will review the Contractors' revised plan and provide comments. The Contractor is to incorporate or resolve all such comments to the satisfaction of the Engineer. At that time, the revised Construction Schedule will supersede the then-current Construction Schedule and be used as the basis for progress evaluations. Acceptance by the City of the revised construction schedule and/or recovery plan shall not serve as a time extension approval.

c. Delay and Analysis of the Construction Schedule. The Contractor shall not be entitled to and hereby waives any extension of time resulting from any event, circumstance, condition or cause unless a request for an extension of time is made in accordance with the requirements of 104.03. In the event the Contractor requests an extension of the Contract Time, it shall furnish such justification and supporting evidence as the Engineer may deem necessary for a determination of whether or not the Contractor is entitled to an extension of time under the provisions of the Contract.

Any request for an extension of the Contract Completion Date must be processed per 108.06. If there is a time extension request pending, the Contractor shall not include the time extension in a monthly progress

update until the request is approved by the City and shall not use the time extension request as a basis for refusing to prepare and submit a recovery schedule in accordance with this Section. The City may withhold payment estimates until the progress schedule, revised progress schedule and/or recovery plan is approved by the City. Should the prosecution of the Work, for any reason, be discontinued, the Contractor shall notify the Engineer at least one Work Day in advance of resuming operations.

Submit the impacted schedule with the request for time extension. Include a narrative report describing the effects of new activities and relationships to interim and contract completion dates. The written claim seeking an extension of time must include the following information:

i. Nature of the delay.

ii. Date (or anticipated date) of commencement of delay.

iii. Identification of person(s) or organization(s) or events affected by delay.

iv. Activities on the Construction Schedule affected by the delay, or new activities created by the delay and their relationship with existing activities.

v. Identification of person(s) or organization(s) or event(s) responsible for the delay.

vi. Anticipated extent of the delay.

vii. Recommended action to avoid or minimize the delay.

viii. Identification of the pertinent contract provisions and copies of applicable documents and project records.

ix. Show the impact of the delay on the Critical Path by comparing the original longest path to the current longest path that incorporates the delay.

The determination of the total number of days' extension shall be based upon the most recently approved Schedule Update as of the start of the delay claimed by Contractor and on all data relevant to the extension. Circumstances and activities leading to such claim shall be indicated or referenced in the Contractor's daily field report for the day(s) affected.

Perform the following analysis to compute the duration of the time extension. Submit two paper copies and two electronic copies of each analysis performed.

i. Determine project progress prior to circumstance(s) necessitating the time extension. Provide an interim schedule updated to the date of the circumstance alleging to have caused delay. This schedule is referred to as the Un-impacted Schedule.

ii. Prepare a fragmentary network (fragnet) depicting the circumstance that is believed to have delayed the project.

iii. Insert the fragnet into the Un-impacted Schedule, run the schedule calculations and determine the finish date. This schedule is referred to as the Impacted Schedule.

iv. Compare the Impacted Schedule finish date with the Un-impacted Schedule finish date in order to determine the duration of any warranted time extension.

All approved time extensions will be incorporated into the monthly update with the fragnet used to determine impacts incorporated into the schedule.

C. Basis of Payment.

No separate payment will be made for Type A schedules and the cost of such schedule shall be included in the prices bid for the various Pay Items of the Contract.

The City will make payments for Type B Schedules according to 109.07 and as modified by the following schedule:

The City will release 60 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after the Engineer has approved the CPM Baseline schedule submission.

The City will release an additional 30 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 50 percent of the original contract amount is complete.

The City will release the remaining 10 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 90 percent of the original contract amount is complete.

The City will pay for the accepted quantities at the contract price as follows:

Item	Unit	Description
108.03	Lump Sum	Type B CPM Progress Schedule

108.04 Limitation of Operations. The Contractor shall conduct the Work at all times in such a manner and in such sequence as will assure the least interference with traffic and other operations of the City and the public. The Contractor shall conduct the Work with due regard to the location of detours and to the provisions for handling traffic. The Contractor shall not open up work that would interfere with other work or operations already started or adversely impact work that is already partially completed. The Engineer may require the Contractor to finish a section on which work is in progress before work or operations are started on any additional sections if the completion and opening of such section is essential to public convenience.

Work Hours. All Work on this Contract shall be performed only during the hours of 7:00 a.m. to 7:00 p.m. unless otherwise indicated in the Contract Documents.

Night Work, Work on Saturday, Sunday and National Holidays. Authorization to work at night, on Saturday, Sunday, and/or National Holidays shall only be upon written permissions of the Engineer or as detailed in the Contract Documents. Requests to work at night, on Saturday, Sunday, and/or National Holidays must be made in writing three working days prior to the night, Saturday, Sunday, and/or Holiday work.

The Contractor is advised, however, that if permission is granted by the Engineer, all work at night, on Sunday and/or National Holidays must be in accordance with Section 150.160 of the Codified Ordinances of the City of Dublin, the City's Noise Ordinance, unless such requirements have been waived by action of the Director.

108.05 Character of Workers, Methods, and Equipment.

A. Labor, Materials and Equipment. The Contractor shall at all times employ sufficient competent labor, materials and equipment for prosecuting the Work to completion in the manner, method, sequence and time required by the Contract Documents. All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work or operations shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

B. Personnel. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform their work in a proper and skillful manner or is intemperate or disorderly shall, at the request of the Engineer, be removed forthwith by the Contractor or its subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer.

C. Equipment. All equipment that is proposed to be used on the Work shall be of sufficient type and size and in such mechanical condition as to meet requirements of the Contract and produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no injury to workers, the public, the roadway, adjacent property, or other streets or highways will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract, the Contractor may use any methods or equipment that is demonstrated to the satisfaction of Engineer will accomplish the Work in conformity with the requirements of the Contract.

When working or staging on existing pavements that are not including in the contract for replacement or resurfacing, Contractor shall select equipment and sequences such that the existing pavements are not further degraded by the Work. Contractor may use any equipment that increases efficiency or production and that results in additional degradation of the pavements, but agrees that the use of this equipment was used knowingly that degradation of pavements would occur and that all pavements degraded from his Work shall be resurfaced or replaced as determined by the Engineer at no additional cost to the City.

When the Contract specifies that the Work be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Engineer. If the

Contractor desires to use a method or type of equipment other than those specified in the Contract, the Contractor may request authority from Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for requesting to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute methods or equipment and shall complete the remaining Work with the Contract specified methods and equipment. The Contractor agrees that the substitution of methods and equipment shall not be a basis for any Claim seeking additional cost or time.

D. Withholding of Payment. Should the Contractor fail to furnish sufficient competent personnel, materials and equipment for the proper prosecution of the Work, or fail to remove such person(s) as requested by the Engineer, the Engineer may withhold all payment estimates, which are or may become due.

108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Delays.

A. General. The City will extend the Completion Date only for (a) excusable delays as specified in 108.06.B or 108.06.D that (b) delay Work on the critical path as shown on the accepted progress schedule and (c) impact the Completion Date. For purposes of this Section, the critical path is defined as the longest path of activities in the Project that determines the Completion Date. Any delay that is not on the critical path of the Project shall not be excusable or compensable.

The City will not evaluate a request for extension of the Completion Date unless the Contractor notifies the Engineer consistent with the process and timelines as specified in 104.03. In the event that the Contractor does not know the extent of the delay at the time of the first written notice, it shall supplement its notice and schedule analysis per 104.03, 108.03.A.4.c and 108.03.B.4.c as it becomes aware of the extent of the delay for which it is requesting a time extension.

If the Contractor contends that an excusable delay is also compensable as specified in 108.06.D, the Contractor shall also submit a detailed cost analysis of the requested additional compensation in accordance with 109.05 along with the request for an extension of the Completion Date.

The Contractor is responsible for mitigating any delay, whether caused by the City, the Contractor, its subcontractors or suppliers, a third party, or an intervening event. Mitigation efforts may include, but are not limited to, re-sequencing work activities, acceleration, and continuation of work through an otherwise planned shutdown period. The Contractor and the Engineer shall work cooperatively with one another to explore and implement mitigation efforts in a timely manner. The Engineer will measure all time extensions in Calendar Days. The Engineer will not grant an extension of time for delays incurred from December 1 to April 30 unless the Contractor's accepted progress schedule shows work on the critical path occurring during this period. The Engineer may order Contractor to continue the Work after November 30 and compensate Contractor for additional costs incurred due to cold weather work during the period December 1 to April 30.

If the Engineer extends the Completion Date pursuant to 108.06, the City will excuse the Contractor from corresponding liquidated damages as specified in 108.07.

B. Excusable, Non-Compensable Delays. Excusable, non-compensable delays are critical path delays that are not the City's or the Contractor's fault or responsibility. If the conditions in 108.06.A are met, the Engineer will extend the Completion Date only for the following excusable, non-compensable delays:

- Delays due to floods, tornadoes, lightning strikes, earthquakes, or other cataclysmic phenomena of nature.
- Delays due to weather as specified in 108.06.C.
- Extraordinary delays in material deliveries the Contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or industry-wide and area-wide material shortages. Delays due to Contractor's, subcontractor's, or supplier's insolvency, actions or omissions, or mismanagement are not excusable.
- Delays due to civil disturbances.
- Delays from fires or epidemics.
- Delays from labor strikes that are beyond the Contractor's, subcontractor's, or supplier's power to settle and are not caused by improper acts or omissions of the Contractor, subcontractor, or supplier.
- Added quantities that delay an activity on the critical path.
- All other delays to the critical path that are not the Contractor's or the City's fault or responsibility.

C. Extension to the Completion Date for Weather or Seasonal Conditions. The Contractor shall be entitled to a non-compensable extension of the Completion Date caused by weather days only as permitted in 108.06.C. A weather day is defined as a Work Day on which weather or seasonal conditions reduced production by more than fifty percent on items of work on the critical path as defined by 108.06.A; provided, however, Sundays and holidays will not be counted as lost Work Days.

Delays caused by weather or seasonal conditions should be anticipated by the Contractor. The following Table 108.06-1 of monthly anticipated abnormally inclement weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or other similar data for Dublin, Ohio and will constitute the baseline for monthly inclement weather evaluations. The Construction Schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Inclement weather will be considered as the basis for an extension of the Completion Date only when the actual Work Days lost due to inclement weather exceeds the anticipated number of inclement weather days as shown in the following table:

TABLE 108.06-1 MONTHLY ANTICIPATED INCLEMENT WEATHER

DELAY TABLE

(Work Days Based on a Five Day Work Week)

January	15
February	12
March	7
April	6
May	6
June	5
July	4
August	4
September	5
October	6
November	6
December	10

This table applies to the duration between Notice to Proceed and original Completion Date. Extensions for weather days beyond the original Completion Date will be determined in accordance with 108.06.C.

The Engineer will not extend the Completion Date for work days lost from December 1 to April 30, unless the Contractor's accepted progress schedule depicts Work on the critical path occurring during the period from December 1 to April 30 and the number of weather days is in excess of those listed above for the period from December 1 to April 30.

D. Excusable, Compensable Delays. Excusable, compensable delays are critical path delays that are not Contractor's fault or responsibility and are City's fault or responsibility or are determined by judicial proceeding to be City's sole responsibility.

If the conditions in 108.06.A are met, the Engineer will extend the Completion Date only for the following excusable, compensable delays:

- Delays due to revised Work as specified in 104.02.B; 104.02.D; and 104.02 F.
- Delays due to utility or railroad interference within the Construction Limits that are not the Contractor's responsibility.

- Delays due to an Engineer-ordered written delay or suspension as specified in 104.02.C.
- Delays due to acts of the government or a political subdivision other than the City; provided, however, these compensable delay costs are limited to escalated labor and material costs only, as allowed in 109.05.D.2.b and 109.05.D.2.d.

Compensation for excusable, compensable delays will be determined by Engineer in accordance with 109.05.D.

E. Non-Excusable Delays. Non-excusable delays are delays that are Contractor's fault or responsibility. All non-excusable delays are non-compensable.

F. Concurrent Delays. Concurrent delays are separate critical path delays that occur at the same time. For all time periods when a non-compensable critical path delay is concurrent with a compensable critical path delay as shown by the schedule analysis performed pursuant to 108.03, the Contractor shall be entitled only to additional time but not entitled to additional compensation.

108.07 Failure to Complete on Time. If the Contractor fails to complete the Work by the Completion Date, then the Engineer, if satisfied that the Contractor is making reasonable progress, and deems it in the best interest of the City, may allow Contractor to continue in control of the Work. If the Contractor is permitted to continue, Contractor must provide for the Engineer's approval a written work plan and schedule for completion of the Project and shall diligently prosecute the Work in such a manner as required by the Contractor's approved work plan.

For each Calendar Day that Work remains uncompleted after the Completion Date, the City will deduct the sums specified herein from any money due Contractor, not as a penalty, but as liquidated damages based on the following schedule:

TABLE 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount (Total Amount of the Bid)		**Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun Time**
From More Than:	**To and Including:**	**($)**
$0	$50,000	$150.00
$50,001	$150,000	$250.00
$150,001	$500,000	$500.00
$500,001	$2,000,000	$1,000.00
$2,000,001	$5,000,000	$2,000.00
$5,000,001	$10,000,000	$2,500.00
Over $10,000,001		$3,000.00

If the Contract Documents contain a special provision for liquidated damages, it shall be used in lieu of the schedule listed above.

In addition to such Liquidated Damages, the Contractor shall indemnify, defend, and hold the **Error! Reference source not found.** and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and experts' fees and expenses, and additional inspection costs that arise out of or are related to the Contractor's failure to meet the Completion Date. The Contractor acknowledges that these costs are in addition to the liquidated damages set forth above to compensate the City for its inability to use the Work as scheduled for its intended purpose and the Contractor expressly waives any right to assert or plead that such costs are duplicative of the liquidated damages set forth above.

The City will continue to pay the Contractor for Work performed on the Project less any liquidated damages set forth in this Section. The City may deduct the liquidated damages and inspection costs from all estimates due and payable to the Contractor after the Completion Date.

108.08 Unsatisfactory Progress and Default of Contractor.

A. Termination for Default.

1. The Director will notify the Contractor in writing of unsatisfactory progress and provide a Notice of Intent to Declare the Contractor in Default ("Notice of Default") for any of the following reasons:

- The Contractor assigns or sublets the Work without approval of the Director.
- The Contractor makes a material misrepresentation in any of the required Bid or Contract Documents.
- The Contractor fails to supply a sufficient number of properly skilled workers or proper equipment or materials.
- The Contractor becomes financially unable to meet its obligations, as evidenced by any of the following: filing for bankruptcy protection, making a general assignment for the benefit of creditors, a receiver is appointed to take charge of Contractor's affairs, or Contractor's property is levied or taken in execution or under attachment.
- Contractor is not fulfilling or is violating any of the terms of the Contract or fails or refuses to perform or complete the Work.
- Contractor is not making such progress in the execution of the Work as needed to meet the Completion Date.
- The Contractor abandons the Work under the Contract.
- The Contractor disregards laws, permits, ordinances, codes, rules, regulations or orders of any public authority having jurisdiction or fails to follow instructions of the City.
- The Contractor repeatedly fails to make prompt payment to subcontractors or suppliers, or for materials and labor.
- The Contractor has not furnished required schedule(s) or schedule information, or has not commenced or progressed the Work by the dates established in the approved project schedule or updates.
- Any other reason the Director believes jeopardizes completion of the Work by the Completion Date.

If the Contractor does not (a) proceed to commence to correct such default within 48 hours of the Notice of Default; (b) after receiving the Notice of Default, utilize best efforts to correct such failure; or (c) complete its corrections within 30 days of the Notice of Default,the Director may declare the Contractor in default and issue a Notice of Termination to the Contractor and terminate the Contractor's employment and notify the Surety and the Contractor that the responsibility to complete the Contract is transferred to the Surety. Upon receipt of the Notice of Termination the Contractor's right to control and supervise the Work shall immediately cease and the Contractor shall not be entitled to receive any further payment. Upon the receipt of the Notice of Termination, the Contractor shall discontinue the Work or such part thereof as the Director shall designate.

2. Owner's Remedies. Upon the occurrence of an event of default the Owner shall have the following remedies, which shall be cumulative:

Order the Contractor to stop the Work, which the Contractor shall do immediately;

To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;

To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ any person or persons to complete the Work, including the Contractor's employees, and the Contractor shall not be entitled to receive any further payment until the Work is completed; and/or,

All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

3. **Termination of Agreement**. The termination of this Agreement shall be without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.

4. **Payments Due Contractor**. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by the Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Owner's staff, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligations under this Paragraph shall survive the termination of this Agreement.

5. If after default termination pursuant this Section, it is determined that none of the circumstances set forth in 108.08.A exist, then such termination shall be considered a termination for convenience pursuant to 108.08.B. In such event, the Contractor's sole remedy shall be the costs permitted by 109.05.F.

B. Termination for Convenience.

1. General. The City may by written order to the Contractor terminate the Contract or any portion thereof when such termination would be in the best interests of the City.

Any such termination shall be effected by delivery to the Contractor of an Order of Termination specifying that the termination is for the convenience of the City, the extent to which performance of Work under the Contract is terminated, and the effective date of the termination.

2. Contractor Obligations. After receipt of the Order of Termination the Contractor shall immediately:

- Stop work under the Contract on the date and to the extent specified in the Order of Termination.

- Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- Terminate all orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- Submit to the Engineer a material inventory list ("Materials Inventory"), certified as to quantity and quality of materials in its possession or in transit to the Project.
- Transfer to the Engineer the completed or partially completed submittals, plans, drawings, information, and other property which if the Contract had been completed would be required to be furnished to the City.
- Take such actions as may be necessary for the protection and preservation of property related to the Project which is in possession of the Contractor and in which the City has or may acquire an interest.
- Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination.

3. Materials. Acceptable materials included the Materials Inventory that have not been incorporated into the Work may, at the option of the City , be purchased from the Contractor and delivered to a location prescribed by the Engineer or otherwise disposed of as mutually agreed.

4. Amount Due Contractor. Upon a Termination for convenience, the Contractor shall be entitled to recover the amounts outlined in 109.05.F of the General Conditions. The Contractor shall present its claim for these amounts within 90 days of the Order of Termination. The City will meet with the Contractor to reach a settlement acceptable to both the Contractor and the City.

Failure of the Contractor to submit its Claim within the ninety day period will result in the Director's determination of amounts due the Contractor, if any, on the basis of information available, and the City will thereupon pay to the Contractor the amount so determined. Such determination by the Director shall be final and binding and the Contractor expressly waives its right to contest the Director's determination.

5. Continuation of Contractual Responsibilities. Termination of the Contract or a portion thereof shall not relieve the Contractor of its contractual responsibilities for the completed Work and shall not relieve the Contractor's Surety of its obligation for and concerning any claim arising out to the Work performed.

6. If this Agreement is terminated without cause for the Owner's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

C. SUSPENSION FOR THE CONVENIENCE OF THE OWNER.

1. The Owner may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

2. An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 10% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance

is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

108.09 Certified Payroll. The Contractor shall submit weekly to the Prevailing Wage Coordinator of the City of Dublin a copy of all project employee payrolls for the duration of the time of construction. The copy shall be accompanied by a certified statement, signed by the Contractor or an authorized agent, indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the prevailing wage rates in the Contract, or any subsequent revision of wage rates during the life of the Contract. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

Provide any additional forms and records as specified in ORC 4115 or as required by Federal law. The Contractor shall make employment records available for inspection by authorized representatives of the City and will permit employees to be interviewed during working hours by these representatives.

All weekly payrolls shall contain or have attached the following:

- the full name and social security number of each employee;
- the current address of the employee;
- the Job Classification of the employee (same as shown on wage determination or provisional approval);
- hourly rate of pay;
- hours worked each day and total for each week;
- fringe payments and deductions made;
- gross and net wages for each week.

Failure to furnish and submit the above information as part of the required weekly Certified Payroll will be cause for the City to withhold the preparation of the monthly estimate. In the event of a violation of the wage rate provisions by the Contractor or any subcontractor, the City may, after notice to the Contractor, suspend further payments or proceed to terminate the Contract as provided by the Contract.

ITEM 109 ACCEPTANCE, MEASUREMENT, AND PAYMENT

109.01 Measurement of Quantities

109.02 Measurement Units

109.03 Scope of Payment

109.04 Compensation for Altered or Eliminated Quantities

109.05 Extra Work

109.06 Directed Acceleration

109.07 Estimates/Requests (Partial Payments)

109.08 Project Contingency

109.09 Retainage

109.10 Payment for Material on Hand

109.11 Final Inspection and Acceptance

109.12 Release of Liability

109.13 Guarantee/Warranties

109.14 Back Charges

109.15 Right to Set-Off

109.01 Measurement of Quantities. The City will measure the quantities of Work and calculate payments based on the method of measurement and basis of payment provisions provided in these Specifications. When the following units of measure are specified, the City will measure quantities as described below unless otherwise specified in the Contract Documents.

Lump Sum. Describes payment as reimbursement for all resources necessary to complete the Work. When a complete structure or structural unit is specified as the unit of measurement, the unit will include all necessary fittings and accessories. Partial payments of work bid as a lump sum may be made based upon an agreed percentage of work completed or an approved Schedule of Values.

Each. Measured by the number of individual items of Work completed.

Foot (Meter). Measured parallel to the longitudinal base or foundation upon which items are placed, or along the longitudinal surface of the item. Measured vertically to the nearest 0.1 foot (0.01 m).

Square Yard or Square Foot (Square Meter). Measured by a two-dimensional area method on the surface of the item.

Cubic Yard (Cubic Meter). Measured by a three-dimensional volume method. Measure all "loose material" or material "measured in the vehicle" by the cubic yard (cubic meter). Haul material "measured in the vehicle" in approved vehicles and measure in the vehicle at the point of delivery. For this purpose, use approved vehicles of any type or size satisfactory to the Engineer, provided the vehicle's bed is of such type that the actual contents are readily and accurately determined. Unless all approved vehicles on a job are of uniform capacity, each approved vehicle must bear a legible identification mark indicating the specific approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

Cubic Yard (Cubic Meter) for Asphalt Concrete. Measure as specified in 401.21.

Acre (Hectare) . Measured by a two-dimensional area method on the surface to the nearest 0.1 acre (0.05 ha).

Pound (Kilogram). Measured by actual item net weight avoirdupois (mass).

Ton (Metric Ton). The term "ton" means the short ton consisting of 2000 pounds avoirdupois. The term "metric ton" means 1000 kilograms. Weigh all materials that are proportioned by weight on accurate and approved scales that are operated by competent, qualified personnel at locations approved by the Engineer. However, car weights will not be acceptable for materials to be passed through mixing plants. If trucks are used to haul material being paid for by weight, weigh the empty truck at least once daily and as the Engineer directs and only if the weight of the truck is used in determining the ticket weight. Place a plainly legible identification mark on each truck bearing the weight of the truck.

For Work on a tonnage basis, file with the Engineer receipted freight bills for railroad shipments and certified weight-bills when materials are received by any other method, showing the actual tonnage used. For Work on a volume basis, itemize evidence of the volume used.

Gallon (Liter). Measured by actual item liquid volume. The City will measure the following materials by the gallon (liter) at the following temperatures:

Temperatures	**Items**
60 °F (16 °C)	Creosote for Priming Coat, Creosote Oil, Creosote Solutions for Timber Preservatives, Asphalt Primer for Water-proofing, and Liquefier.
100 °F (38 °C)	RC, MC Asphalt Emulsions, CBAE, Primer 20, and Primer 100
300 °F (149 °C)	Asphalt Binder.

Measure tank car outage of asphalt material at its destination before any material has been removed from the tank car according to City of Columbus Supplement 1060.

Convert the net weight of asphalt material shipments to gallons (liters) at the specified pay temperature according to City of Columbus Supplement 1060.

Convert the gallons (liters) at the measured temperature to gallons (liters) of asphalt material at the specified pay temperature according to City of Columbus Supplement 1060.

Thousand Board Feet, MBF (Cubic Meter) . Measure timber by MBF (cubic meter) actually incorporated in the structure. Base the measurement on nominal widths, thicknesses, and the extreme length of each piece.

Standard Manufactured Items. When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by size, unit weight, section dimensions, etc., such identification will be to nominal weights or dimensions set by the industry.

109.02 Measurement Units. The City will measure using either English or metric units as indicated in the Contract Documents. Use the appropriate factor provided in the IEEE/ASTM SI 10.

109.03 Scope of Payment. The Contractor shall receive and accept compensation provided for in the Contract as full payment for performing all Work under the Contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, except as otherwise provided in 104.02, 104.03 and 107.16.

Each unit price "Basis of Payment" clause in the Specifications includes any essential work or material described in the Specification unless specifically covered under any other pay item.

109.04 Compensation for Altered or Eliminated Quantities. When the accepted quantities of Work vary from the quantities in the Proposal, the Contractor shall accept as payment in full, payment at the original contract unit prices for the accepted quantities of work done, unless a request for an adjustment is made in accordance with 104.02.D.

The adjustment permitted by 104.02.D shall apply only for the quantities in excess of 125% of the estimated quantity stated in the Contract. For those excess quantities the adjustment shall replace the unit price with a new unit or lump sum price, based upon the reasonable verifiable cost of performance of the excess quantities and calculated in accordance with 109.05.

For decreased quantities below 75% of the estimated quantities in the Contract, the adjustment shall apply to the total actual quantity and shall consist solely of an adjustment for the portion of fixed costs, actually incurred and reasonably allocable to the affected pay item, that the Contractor would have otherwise recovered at the contract unit price if 75% of the estimated quantity had been performed.

Items listed as contingency items may not be adjusted in price due to decreased quantities below that of the estimated quantities.

The Contract adjustment for payment for eliminated items shall be at the original Contract unit price for such eliminated item(s), subject to the Contractor making a timely demand for additional adjustment if

there is a significant change. Payment for eliminated items will only be made for materials ordered to be incorporated in the project that cannot be cancelled or returned to the supplier. Items requiring approval of submittals prior to ordering must have been approved prior to item(s) being eliminated in order to be subject to partial payment. The payment for the eliminated items will be limited to the material portion of the bid item. The City will not apply a deduction from such payment for maintaining traffic, mobilization, and construction layout stakes items for eliminated items, unless there is a significant change as defined by 104.02.D.

In no event shall allowances be made for loss of anticipated profits suffered or claimed by the Contractor resulting directly or indirectly from such increased, decreased or eliminated quantities or from unbalanced allocation among the Contract items, or from any other cause.

109.05 Extra Work.

A. General. If City revises the Contract, City will pay for changes and Extra Work with a Change Order using the sequence provided in 109.05.B through 109.05.D that constitutes payment in full for all changes and Extra Work.

B. Negotiated Prices. Prior to the Extra Work being performed, Engineer and Contractor may negotiate agreed unit or lump sum prices using one or more of the following methods.

- Original Contract prices for similar work but adjusted for:
- increased or decreased material costs.
- increased or decreased labor costs.
- increased or decreased equipment costs.
- Prices computed by the Engineer.
- Cost analysis of labor, material, equipment, and mark ups as allowed in 109.05.C.
- Cost analysis for compensable delays shall be prepared by the Contractor and approved by the Engineer.
- Negotiated prices for changes and Extra Work shall be comparable to prices that would have resulted from a competitively bid contract.

If the City negotiates with the Contractor but does not agree on a lump sum or unit price adjustment, Engineer may direct the Contractor to perform all or part of the revised Work under Force Account or Unilateral Change Order.

C. Force Account.

1. General. Force account procedures shall only be used when necessary, such as when agreement cannot be reached with the Contractor on the price of a new work item, when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy, or when in the best interest of the City. The reason or reasons for using force account procedures shall be documented. When directed by the Engineer, the Contractor shall submit a cost estimate and written description of the Work, including the planned equipment, materials, labor, and work schedule.

If the Contractor performs any work that it submits for payment as a force account, it must notify the Engineer in writing before beginning the work such that the City may track the materials, labor, and equipment in order to verify the Contractor's quantities. If the Contractor fails to notify the Engineer in writing before beginning force account work, the work performed by the Contractor shall be paid for under the original contract sum. However, the Contractor shall not be entitled to any compensation for force account work if it is later determined that the work was otherwise included in the original contract or determined to be otherwise non-compensable under the Contract. The Engineer will provide documentation stating the reasons that the work is non-compensable under the Contract.

2. Labor. For all labor and for all foremen in direct charge of the specific operations, the Contractor shall receive the rate of wage and fringe benefits currently in effect at the time the work is performed for each and every hour that said labor and foremen are actually engaged in such work, to which may be added an amount equal to 15 percent of the sum thereof. In addition to the above the Contractor shall itemize the actual cost of Social Security Tax, Worker's Compensation and State and Federal Unemployment Insurance. In lieu of itemizing these 4 items, 22 percent of the sum of wages and fringe benefits may be added.

The City will pay, without mark up, the actual itemized cost of fees and dues paid to labor unions or to business associations when they are based on payroll hours and required by a collective bargaining agreement. The City will not pay for wages or benefits for personnel connected with the Contractor's forces above the classification of foreman that have only general supervisory responsibility for the force account work. (Proration of hours between force and non-force account work also is required.)

The City will pay the prevailing wage and fringe rates that apply to the Project for the classifications required for Extra Work. The Contractor must provide payroll records for pay rates higher than the prevailing wages and establish that the higher than prevailing rates are paid for original Contract Work. The City will pay for foremen and time keepers not covered by prevailing wages not more than the salaried rate they receive when engaged in original Contract Work.

3. Materials. The City will pay Contractor's actual invoice costs, including applicable taxes and actual freight charges, for Engineer-approved materials that the Contractor uses in force account work. The City will pay an additional 5 percent (5%) mark up on these costs. Freight or hauling costs charged to the Contractor and not included in unit prices shall be itemized and supported by invoices. The cost of owned or rented equipment used to haul materials to the Project shall not be part of the materials cost. The Contractor shall submit invoices to support the quantities of materials used, unit prices paid and transportation charges.

If the Contractor uses materials from the Contractor's stock and original receipted invoices for the materials and transportation charges do not exist, the City and the Contractor will agree on a price that represents the actual cost to the Contractor.

4. Equipment.

a. General. The City will pay the Contractor's costs for equipment the Engineer deems necessary to perform the force account work for the time directed by the Engineer or until the Contractor completes the force account work, whichever happens first. The City will pay the Contractor the Blue Book established rates for equipment only during the hours that it is operated, except as otherwise allowed elsewhere in the Specifications. The City will pay for non-operating hours at the idle equipment rate as specified in 109.05.C.4.c. Established equipment rates in the Specifications include compensation for overhead and profit except as otherwise specified.

The City will not pay additional costs for crew vehicles or tool trucks already required for use for completing Work required under the Contract Documents. The City will not pay rental for small tools or equipment that show a daily rate less than $5.00 or for unlisted equipment that has a value of less than $400.00, unless such equipment is shown to be specialized to a specific area of work and not normally included in Blue Book. Traffic control devices used in maintaining traffic and owned by the Contractor will be treated as owned equipment. Allowed rates for common traffic control devices and concrete barrier that are not listed in the Blue Book will be as determined by City.

For force account work the Contractor may use Engineer-approved equipment in good working condition and providing normal output or production. The Engineer may reject equipment not in good working condition or not properly sized for efficient performance of the force account work. For each piece of equipment used, whether owned or rented, the Contractor shall provide the Engineer with the following information:

- Manufacturer's name or trademark
- Equipment type
- Year of manufacture
- Model number
- Type of fuel used
- Horsepower rating
- Attachments required, together with their size or capacity
- All further information necessary to determine the proper rate
- Dates, daily hours, total hours of actual operation and idle time
- Blue Book rate with reference or category
- Quantity
- Applicable Blue Book hourly operating cost
- Invoices for all rental equipment

b. Hourly Owned Equipment Rates. For any machinery or special equipment other than small tools which it may be deemed necessary or desirable to use for the force account work, the Contractor shall receive payment for such equipment actually engaged in such work (hourly, daily, weekly or monthly).

For all machinery or special equipment already employed on the Project site at the time of the force account work, the Rental Rate Blue Book shall apply. The monthly rate will be divided by 176 to arrive at the hourly rate. The Contractor will be compensated at that rate for the working hours, which includes only those hours the equipment is actually in operation performing force account work. Base rate for the machine and attachments represent the major cost of equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs. The hourly operating rate represents the major costs of equipment operation, such as fuel and oil lubrication, field repairs, tires, expendable parts, and supplies.

Compensation for equipment normally used on a 24 hours per day basis will not exceed the monthly rate plus adjustments and operating costs. The rate adjustment factor assigned to any attachment will be the yearly factor as determined for the base equipment.

c. Hourly Idle Equipment Rate. For equipment that is in operational condition, on site, and necessary for force account work, but is idle, the City will pay an hourly idle equipment rate. If rented equipment necessary for force account work is idle and with the Engineer's approval, the City will pay the Contractor for all equipment that was idled. The hourly rate of compensation for any idle equipment will be the monthly rental rate times a factor of 0.50 divided by 176 hours per month with no operating costs added.

The City will not pay idle equipment costs for more than eight hours in a 24-hour day or forty hours in a week. The City will not pay for inoperable equipment. Compensation for idle equipment will stop at the completion of the force account work or at the end of the suspension of work.

d. Rented Equipment. If the Contractor rents or leases equipment from a third party exclusively for force account work, the City will pay the actual invoiced amount. The actual invoiced rates must be reasonably in line with the Blue Book and approved by the Engineer. The City will pay a two percent (2%) mark up for overhead and profit for all rented equipment costs supported by the actual invoices. Blue Book hourly operating cost will be added to the marked up actual invoiced rates only for the time the rented equipment was used on the Force Account work.

If the Contractor uses rented equipment currently on the Project for original Contract Work to perform force account Work, then determine the hourly equipment rate as described in 109.05.C.4.b.

The City will not compensate for rental rates that exceed the Blue Book rates unless approved in advance of the work by the Engineer.

5. Subcontract Work. For Work performed by an approved subcontractor, City will pay the approved subcontractor invoice plus 5 percent (5%) mark up for administrative costs. The administrative cost for subcontract work shall not exceed $5,000.00. No additional mark-up is allowed for work of a sub subcontractor, trucking services, or other services employed by a subcontractor.

6. Payment for Force Account Work. The compensation to the Contractor as provided 109.05.C shall constitute payment in full for Extra Work done on a force account basis, including administration, superintendence, overhead, use of tools and equipment for which no rental is allowed, profit, taxes other than sales tax, premium on insurance, and any other expense incidental to performing the force account work. Sales tax will not be allowed on any item for which tax exemption may be obtained.

7. Force Account Records. The Contractor's representative and the Engineer's or City's representative shall compare records daily of the extra work done as ordered on a force account basis. Daily Force Account Records shall be signed by both City and Contractor daily. In the event the Contractor declines to sign the Daily Force Account Record, the City's records shall govern. Any resulting dispute must be pursued in accordance with 104.03.

City and Contractor personnel will document the labor and equipment used on the Force Account work on a Daily Force Account Record. At the end of each Workday, City and Contractor personnel will compare and sign the Daily Force Account Record. The City will make no Force Account payment before the Contractor submits an itemized statement of the costs for that work. The Engineer will examine and, if found to be acceptable, approve all rates and costs submitted by Contractor.

Final payment will not be made for Work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the costs of such force account work detailed as follows:

- Name, classification, date, daily hours, total hours, rate, and extension for each laborer and supervisor.
- Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- Quantities of materials, prices, and extensions.
- Transportation of materials.

Statements shall be accompanied and supported by proper invoices for all materials used and transportation charges, and rented equipment performing work on force account operations. However, if materials used on the force account work are not specifically purchased for such work but are produced by the Contractor or taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were produced by or taken from the Contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor. Statements shall be filed not later than thirty days following the period in which the work was actually performed.

D. Delay Costs.

1. General. If the City agrees that it is responsible for a delay as defined by 108.06, the City will pay for the costs specified in 109.05.D, unless these costs have been previously paid. Such payment constitutes full compensation for any and all delay costs.

Submit an itemized statement of applicable costs in the time period specified in 109.05.C.7 and that includes the content specified in 109.05.C.7 for the applicable items in this subsection and the following:

- Proof of cost of Superintendent, or other project staff salaries, wages, and payroll taxes and insurance.
- Proof of cost of office rent, utilities, land rent, and office supplies.
- Proof of escalated cost for labor and material.
- Proof of material storage costs.

2. Allowable Delay Costs.

a. Extended Labor. Compute labor costs during delays as specified in 109.05.C.2 for all non-salaried personnel remaining on the Project as required under collective bargaining agreements or for other Engineer-approved reasons.

b. Escalated Labor. To receive payment for escalated labor costs, demonstrate that the delay forced the Work to be performed during a period when labor costs were higher than planned at the time of the Proposal. The City will pay wages and fringes with a 20% mark-up to cover administrative costs.

c. Idle Equipment or Equipment Demobilization. The City will pay the Contractor according to 109.05.C.4.c for idle equipment, other than small tools, that must remain on the Project during the delay period. With prior approval, the City will pay the Contractor's transportation costs to remove and return equipment not required on the Project during the delay period. No other equipment costs shall be recoverable as a result of delay.

d. Material Escalation or Material Storage. The City will pay the Contractor for increased material costs or material storage costs due to the delay. Obtain the Engineer's approval before storing materials due to a delay. Payment will be based upon the accepted quantity of work performed during the period for which escalated costs have been approved. The City will pay increased material costs with an 8% mark-up to cover administrative costs and any material waste inherent to the Work.

e. Overhead and Profit. City will pay a 15% mark up on all direct costs as all inclusive compensation of all other Contractor costs, including but not limited to, (a) home office overhead, unabsorbed home office overhead, extended home office overhead, and all other overhead costs for which payment is not provided for in 109.05.D.2, and (b) profit.

E. Unrecoverable Costs. The Contractor shall not be entitled to additional compensation for any costs not specifically allowed or provided for in 109.05, including, but not limited to, the following:

- Loss of anticipated profit.
- Consequential damages, including loss of bonding capacity, loss of bidding opportunities, insolvency, and the effects of force account work on other projects, or business interruption.
- Impact, Disruption, Loss of Efficiency, Loss of Productivity.
- Indirect costs.
- Attorneys fees, claim preparation expenses, and the costs of litigation.

F. Damages for Termination for Convenience. If the Contract is terminated in accordance with 108.08.B, Termination for Convenience, the City will compensate the Contractor costs:

1. Payment for Completed Work. All completed items of Work as of the date of termination will be paid for at the Contract bid price. Payment for partially completed Work at the time of termination will be based upon actual costs incurred up to the date of termination and payment will be made either at agreed prices or by force account methods for extra work change order. The reasonable costs of the termination of convenience, may include accounting, clerical and other expenses, reasonable storage, transportation as set forth herein and the cost of demobilization which cannot exceed the price bid item and other reasonable and verifiable costs incurred in connection with the protection or disposition of materials obtained for this Project

2. Materials. Payment for materials included in the material inventory will be made at actual cost delivered to the project or City designated storage site, including transportation charges to which 15 percent for all overhead and profit markup will be added but shall not exceed the unit bid price for the referenced number involved. If the material is not turned over to the City, the City will pay the Contractor a restocking charge or actual disposal costs supported by paid invoices and an additional 5 percent markup on the overhead and profit. In addition hauling costs if not included in the restocking charges for returned material and for material delivered to the City are compensable.

3. Idle Equipment. Claims for idle equipment time, if any, following termination of the Contract are limited to a maximum of thirty days and may not include any operating expenses. In the case of rented or leased equipment, the Contractor shall recover the lesser of the actual rental costs or fair market rental costs as established in 109.05.C and the amount shall not exceed thirty days rental.

4. Overhead and Profit. The mark-up for overhead and profit will comply with 109.05.C, except as provided in 109.05.F. In no event, however, shall consequential damages, loss of overhead, loss of overhead contribution or absorption of any kind, or loss of anticipated profits on Work that was not performed be compensable or considered as part of any settlement.

109.06 Directed Acceleration. The Contractor shall always have the obligation to complete the Work in the time frames set forth in the Contract, provided, however, the Engineer, in writing, may order the Contractor, or may approve the Contractor's written request, to accelerate the Work to avoid or mitigate delay or associated costs or to complete the Project earlier than the Contract Completion Date. For

purposes of this Section, lack of express written direction or approval by the Engineer shall never be construed as consent or direction to accelerate the Work.

In the event of an Engineer ordered or approved acceleration, the Engineer and the Contractor shall negotiate and agree on acceleration costs in advance of any acceleration work being started. To the extent, however, that the direction or approval to accelerate was due to delay caused by the fault or responsibility of the Contractor, the Contractor shall not be entitled to any additional time or costs associated with the acceleration. To the extent that the acceleration was directed for the benefit of the City or for a reason not the fault or responsibility of the Contractor, the Contractor will be entitled to a time or cost adjustment as provided by 108.06 and 109.05.

109.07 Estimates/Requests (Partial Payments). If satisfactory progress is being made, the Contractor will receive monthly payments based on the value of the Work completed and the materials in place and for materials delivered as specified in 109.10 as determined by the Engineer. The monthly payment is approximate only, and all partial estimates/requests and payments shall be subject to correction in the Final Pay Estimate/Request and payment. Pay estimates/requests must be signed by the Contractor and approved by the Engineer.

Payment for Work and materials shall not, in any way, prevent later rejection when defective Work or material is discovered, or constitute acceptance under 109.11. No estimate/request or payment shall be construed as acceptance of unacceptable Work or non-conforming materials. The City will not pay the adjusted Final Pay Estimate/Request until the Contractor remedies all unacceptable work, defective work, and accepted work damaged by the Contractor's operations.

Before the second partial payment estimate/request is processed and for each subsequent partial estimate/request thereafter, the Contractor shall submit a notarized affidavit confirming that all bills for materials and for subcontracted Work represented by the previous partial payment have been paid. The City will not pay an estimate/request until the Contractor certifies to the Engineer that the Work for which payment is being made was performed in accordance with the Contract Documents. Certification will be made on forms provided by the City.

Should any unacceptable Work, non-conforming material, or acceptable Work that has been damaged by the Contractor's operations be discovered prior to final acceptance thereof or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, the estimate/request and payment for such defective or questioned Work shall not be allowed until the defect has been remedied and cause for doubt removed, by and at the expense of the Contractor.

Partial payments may, at any time, be withheld, if in the opinion of the Engineer, any Work will not be completed in accordance with the Contract Documents.

109.08 Project Contingency. Project Contingency is identified in the Proposal. This amount shall be included in the Contract Sum and shall be included in the coverage of the Proposal Guaranty. During the Contract, this pay item shall be utilized by the City as a resource for funding necessary changes in the Work. Project Contingency shall not, however, be considered a sum to which the Contractor has any

entitlement, except as portions of it are assigned for payment by Change Order, and as progress is made by the Contractor upon the Work under such Change Order.

Upon completion of the Work under this Contract, any portion of the Project Contingency which has not been assigned for payment by Change Order shall be deducted by the final Contract Modification. Thereafter, such deducted amount may be deleted from the Contractor Bond, warranty, guarantee, and other applicable coverages.

109.09 Retainage. Five percent (5%) of the Estimates may be retained by the City until fifty percent (50%) of the Work has been completed. When more than fifty percent (50%) of the Work has been completed, the amount retained may be reduced at the City's sole discretion. The Engineer may also, at any time, increase retainage by any amount needed to protect the City's interests with respect to any incomplete, defective or unsatisfactory Work; costs or damages incurred by the City that are subject to the Contractor's indemnification obligations; or back charges that the City may assess against the Contractor.

The Contractor is hereby put on notice that the City will neither deposit retainage in an escrow account, nor pay interest on such retainage.

109.10 Payment for Material on Hand. The City may pay, up to 75 percent of the applicable contract item, for the invoiced cost of the delivered and approved materials before they are incorporated into the Work, when delivered on the Project or stored in acceptable storage places. Delivered cost shall be evidenced by supplier's or manufacturer's invoice bearing the statement that all previous invoices have been paid.

The Contractor shall make application for payment for materials on hand or stored on a form provided by the City. Information will be required as to the cost of the materials, when such materials will be incorporated in the Work and such other information that will be considered for approval of such payment. Consideration will be given only as to materials for major items of the Contract.

No partial payment will be made on living or perishable plant materials.

109.11 Final Inspection and Acceptance.

A. Final Inspection. The Final Inspection shall be a limited visual review of the Work and shall only serve as the City's verification that the Work appears substantially complete. Final Inspection does not waive any available rights or remedies of the City, nor divest the Contractor of any responsibility for compliance with the Contract Documents or liability for damages.

When the Contractor completes all or portions of the Work to be accepted by the City, a request by the Contractor for a Final Inspection shall be made. If the Engineer agrees the Work is complete, then within ten business days the Inspector will inspect the Work and categorize it as one of the following:

- Unacceptable or not complete.
- Substantially complete with punch list items found by the Inspector.
- Substantially complete.

If the Inspector finds the Work substantially complete or substantially complete with punch list items, then the Contractor's maintenance responsibilities end on the day of the Final Inspection, except for any maintenance related to unfinished punch list items. This shall not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor or waive any other remedy to which the City is entitled under the Contract, applicable law, in equity, or otherwise. The Inspector will issue a Final Inspection Report that will document the findings of the inspection and start any guarantee and warranty period(s).

B. Punch List. As provided in this Section, the Inspector will issue to the Contractor a written punch list of work required as a condition of acceptance. The Inspector's punch list will stipulate a reasonable time to complete the required work unless the Contractor can demonstrate to the Inspector that completion of the punch list work within the Inspector's time frame is unreasonable.

Notify the Engineer in writing when all of the punch list items are complete.

C. Finalization. The Contractor will receive the Engineer's list of final quantities within forty-five Calendar Days from the date that the Work is determined to be substantially complete by the Inspector. The Contractor shall accept the final quantities as determined by the Engineer or provide a written notice indicating the reason for disagreement within thirty Calendar Days of receiving the Engineer's list of final quantities. The prescribed 30 Calendar Day period can be modified by mutual agreement of the Contractor and the Engineer. If no notice of disagreement is received, then the final estimate shall be based on the Engineer's list of final quantities.

Within sixty Calendar Days from receipt of the Engineer's list of final quantities, the Contractor shall supply Final Project Documents for Project closeout, to include, but not be limited to:

- Material certificates
- Payrolls
- Wage affidavits
- DBE/MBE/WBE affidavits, if applicable
- As-built drawings as required
- Warranties
- O&M Manuals
- Lien Waivers
- Final Force Account Statement(s)
- Surety Consent for Final Payment
- Spare Parts List

- Certificate of Completion
- Bond Rider (Check with the bond form)
- Affidavit of Final Payment

Failure to submit these acceptably completed documents will result in an administrative fee of $100.00 per Calendar Day deducted from the Final Pay Estimate for every day that any of the required documents remain delinquent, starting with thirty Calendar Days after receipt of written notification from the Engineer of a document deficiency.

D. Final Acceptance/Project Closeout Process. After the Final Inspection and the issuance of the Punch List, the Contractor must complete the items on the Punch List in the stipulated time frame. After completing the items on the punch list, the Contractor shall notify the Engineer to confirm that the items have been completed. When the work noted on the Punch List has been confirmed to be complete, the Engineer will issue a Notice of Final Acceptance.

Final Acceptance of the Work does not waive any available rights or remedies of the City under the Contract, applicable law, in equity, or otherwise, and shall not discharge the Contractor from any obligations it has under the Contract, including, but not limited to: unsettled liens and claims against the City; faulty, defective, or nonconforming work discovered or appearing after Final Acceptance; failure of the Work to comply with the requirements of the Contract Documents; the terms of any warranties or guarantees contained in or required by the Contract Documents; any indemnification rights including damages or costs incurred by the City resulting claims or lawsuits brought against the City based on actions on the part of the Contractor, its subcontractors, sub-subcontractors, suppliers, or any of their employees, representatives or agents; fraud or bad faith committed by the Contractor or any subcontractor or supplier during performance of Work, but discovered by the City after Final Payment; and the City's audit and adjustment rights under the Contract.

E. Final Pay Estimate/Request. Final payment to the Contractor is based on:

- The agreed final quantities or as determined by the Engineer;
- Finding of Final Acceptance by the Engineer;
- Receipt of acceptable Final Project Documents; and
- Contractor certification that the Work was performed in accordance with the Contract Documents.

As soon as practical after the Final Acceptance of the Work by the City and after approval of the final Change Order, or the final Contract Modification if the final Contract Amount exceeds the amount authorized by City Council, there shall be issued a final estimate for payment based upon the actual quantities of completed and accepted Work performed under the Contract. Compensation will not be made for any Work that was not authorized.

Final Estimates shall be approved by the City, after which the City shall pay the entire sum found to be due, after deducting all previous payments under 109.07. All prior estimates are subject to correction in the Final Estimate.

F. Completion of Contract and Continuation of Contractor's Responsibility.

The Engineer will issue a letter confirming completion of the Contract, noting any exception as provided in Items 659 and 661 and any guarantee or warranty.

The Contract is complete, except for items covered by any required bonds, when the Contractor receives final payment.

Neither Substantial Completion, Final Acceptance nor Completion of the Contract relieves the Contractor of any responsibilities to properly perform or correct the Work or to repair damage or waives any remedies to which the City is entitled under the Contract, at law, in equity, or otherwise.

109.12 Release of Liability. No person or corporation other than the signer of this Contract as Contractor, has any interest hereunder and no claim shall be made or be valid, and neither the City, nor any official or agent thereof, shall be liable for or be held to pay any money, except as provided in the Contract. The acceptance by the Contractor of final payment shall operate as and shall be a release to the City, and every officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the Work, or for any act or neglect of the City, or of any person relating to or affecting the Work.

109.13 Guarantee/Warranties. Unless otherwise noted in the Contract Documents, the guarantee period begins upon Final Acceptance of the Work by the City. In addition to any other guarantees or warranties provided in the Contract Documents, there shall be a one-year correction period if any Defective Work is found. Unless the Owner provides written acceptance of the condition, the Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

The Contractor guarantees and warrants to the City that materials and equipment furnished under the Contract are of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work is free from faults and defects not inherent in the quality required or permitted; that the Work conforms to all requirements of the Contract Documents; that the Work is complete and fully functional; and that any failure to conform to these requirements or the occurrence of any defects or failures in the Work shall be remedied by the Contractor promptly and at no cost to the City.

In addition to the Contractor's guarantee and without in any way diminishing or changing it, the Contract Documents may also specify other express Contractor warranties or subcontractor, manufacturer or supplier warranties that apply. Notwithstanding the existence of other warranties, the Contractor shall remain as the responsible party to the City under the Contractor's guarantee for purposes of the City exercising its rights under this Section.

The guarantee provisions do not relieve the Contractor from completing the Work in accordance with the Contract and do not diminish any rights or remedies the City may have under the Contract, applicable law, in equity, or otherwise.

At any time during the correction period, the City may notify the Contractor that certain repairs or other actions are necessary. Within ten days after being so notified, the Contractor shall make such repairs or take such other actions as are declared necessary to restore the Work to a good and serviceable condition consistent with the requirements of the Contract Documents. In the event that the Contractor fails to comply with the order to repair or take other actions, such repairs may be made or other actions undertaken by the City and the Contractor agrees that it shall reimburse the City for any such expenses it incurs within ten days following the receipt of a statement rendered to the Contractor by the City for such expenses. Specifications for the Work performed under this Contract shall govern in the making of repairs or taking other action pursuant to this Section.

Upon the expiration of the one-year correction period, the Contractor shall take all steps necessary to transfer to the City all remaining rights and obligations that may exist under any other warranties from the Contractor, subcontractors, manufacturers or suppliers and shall continue to assist the City, as needed, to enforce such warranties.

109.14 Back Charges. To the extent the City has the right to back charge the Contractor pursuant to the Contract, the City, at its option, may take one or more of the following actions: (a) require the Contractor to make payment to the City within ten days of the Contractor's receipt of the invoice; (b) deduct the back charge from the next and subsequent pay estimates until the full amount of the back charge has been satisfied; or (c) deduct the back charge from Retainage. The City's right to back charge is in addition to any or all other rights and remedies provided in the Contract, at law, in equity, or otherwise.

109.15 Right to Set-Off. The City shall have all of its contractual, common law, equitable, and statutory rights of set–off. These rights shall include, but not limited to, the City's option to withhold for the purposes of set-off (a) any monies due or that may become due to the Contractor under this Contract; (b) any monies due or owing under any other contract with the City Department that holds or funds this Contract; or (c) any monies due or owing the Contractor under any other contract with the City for tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The City shall exercise its set-off rights pursuant to audit by the Finance Director, or its representative.

DUBLIN WATERWAYS MAINTENANCE PROGRAM

YEAR 2 PROJECTS

Stormwater Pollution Prevention Plan (SWPPP)

Prepared For: City of Dublin

June 2025

Engineers, Surveyors, Planners, Scientists
5500 New Albany Rd., Columbus, OH 43054
p. 614.775.4500 f. 614.775.4800
emht.com

2022-0903

Engineers, Surveyors, Planners, Scientists

MEMO

Date: June 17, 2025

To: Paul Hammersmith, PE, City of Dublin

From: James Akins (614) 775-4389

Subject: Dublin Waterways Maintenance Program Year 1 SWPPP Manual

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The following items are required in order to complete the SWPPP Manual:

1. Please sign the SWPPP certification sheet located within the front of the manual.
2. Have the appropriate contractors complete and submit the Ohio EPA Notice of Intent (NOI) Co-permittee application. The Co-permittee application can be found on the Ohio EPA's EBusiness Center website.
3. All contractors associated with the implementation of the SWPPP are required to review the SWPPP and sign the acknowledgment form within Appendix B.
4. The contractor is required to keep an up-to-date disturbance and stabilization activities log. An example is provided within Appendix D. This is an EPA requirement to assist with determining if the disturbed areas associated with the construction activities are being properly stabilized by either temporary or permanent means. Soil stabilization requirements are outlined within the SWPPP Section 3.1.
5. Ensure that the required erosion control site inspections are being provided and create reports. An example of an inspection report is provided within Appendix F. Site inspection requirements are indicated within the SWPPP Section 3.7.
6. The contractor is required to update the SWPPP if modifications are necessary during construction activities. Indicate the SWPPP modifications on the log provided within Appendix G.
7. Ensure that a copy of the SWPPP manual and copies of the required inspections reports are kept on-site and available for the Ohio EPA to review during working hours.
8. Upon completion of the project, submit the Notice of Termination (NOT) form provided on the Ohio EPA's EBusiness Center website. This will terminate the NPDES permit coverage that was issued to cover the construction site stormwater discharges. Instructions are provided within the SWPPP Section 1.7.

Please let me know if you have any questions.

EMH&T

SWPPP CERTIFICATION

"I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Project Estimated Start Date: _____

Project Estimated Completion Date: _____

Project Owner: City of Dublin

Signature: _____
Printed Name: Paul Hammersmith, PE
Phone Number: (614) 410-4617

Date: _____

SWPPP Prepared By: EMH&T Inc.

Signature:
Printed Name: James Akins, CPESC No. 3998
Phone: (614) 775-4389

Date: June 17, 2025

Site Contact: Michael Hendershot, PE
Deputy Director of Engineering – Utilities
City of Dublin
6555 Shier Rings Road
Dublin, Ohio 43016
Phone: (614) 410-4657
Email: mhendershot@dublin.oh.us

EMH&T

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Appendices

Appendix A: Ohio EPA Approval Letter & General Permit
Appendix B: Contractor & Subcontractor SWPPP Acknowledgement Form
Appendix C: Erosion & Sediment Control Plan & Best Management Practice Details
Appendix D: Land Disturbance and Stabilization Activities Log
Appendix E: Ohio EPA & USACE Surface Water Impact Permits
Appendix F: Inspection Reports
Appendix G: SWPPP Amendment Log

1.0 OVERVIEW

1.1 SWPPP Overview

This plan has been prepared for the Dublin Waterways Maintenance Program Year 2 projects located within the City of Dublin, Franklin County. The SWPPP addresses the storm water management requirements within the Ohio Environmental Protection Agency General Permit No. OHC000006 which authorizes storm water discharges associated with construction activity under the National Pollutant Discharge Elimination System (NPDES) and the City of Dublin Erosion and Sediment Pollution Control Regulations.

The City of Dublin is the operator associated with the project. Copies of the Ohio EPA NOI approval letter and Ohio EPA General Permit are provided in Appendix A.

The SWPPP identifies potential pollutant sources associated with construction site runoff and indicates the utilization of Best Management Practices (BMP's). BMP's consist of planned activities, structural and non-structural practices, maintenance procedures and management practices utilized to prevent or reduce the pollution of surface waters of the state. Construction activities covered under the permit include any clearing, grubbing, grading, excavating, filling procedures and dewatering activities that disturb the project area indicated on the Notice of Intent (NOI) application.

The permit also authorizes storm water runoff discharges from support activities associated with the project. Support activities include: concrete or asphalt batch plants; equipment staging yards; material storage areas; excavated material disposal and borrow areas. Non-storm water discharges covered by the permit include: discharges from firefighting activities; fire hydrant flushing; irrigation drainage; lawn watering; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred; air conditioning condensate; springs; uncontaminated ground water from trench or well point dewatering and foundation or footer drains where flows are not contaminated with the process materials such as solvents.

1.2 EPA NOI Co-permittee Application

Contractors associated with the project that meets the definition of a "site operator" per the Ohio EPA General Permit, shall complete the NOI co-permittee application and submit the application to the Ohio EPA. The Contractor shall be covered under the same Ohio EPA facility permit number assigned to the project that is indicated on the Ohio EPA NOI approval letter. The Contractor will be responsible for complying with the requirements within the EPA General Permit. The Ohio EPA NOI Co-permittee application is required to be filed electronically via the Ohio EPA's e-Business Center website which can be found by following the link below.

Ohio EPA EBusiness Center: https://ebiz.epa.ohio.gov/login.html

Steps to file a Co-permittee application are provided below.

1. Create an account/password and PIN on the Ohio EPA's e-Business Center.
2. Log on and click "Division of Surface Water NPDES Permit Applications (STREAMS).
3. At the top of the page under permit list click "Add Permit" and search for the project using the Ohio EPA NPDES Facility Permit Number. This was assigned to the project when the NOI was approved.
4. You will see your project added to the permit list. Click "Actions" and "Create Copermittee Permit Application"
5. Fill in the required information and submit the application form using your PIN.

Site Operator per the Ohio EPA General Permit: The party that has day-to-day operational control over those activities at a project which are necessary to ensure compliance with the SWPPP for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions).

1.3 Potential Construction Site Storm Water Pollutants

The SWPPP identifies potential sources of pollutants which may reasonably be expected to affect the quality of storm water discharges associated with construction activities of the project. Descriptions of the BMP's are provided that shall be utilized to reduce the potential pollutants.

Potential Construction Site Storm Water Pollutants

Potential Pollutant	Best Management Practice
Sediment within construction site runoff	Compost filter socks, temporary and permanent seeding and mulching
Sediment associated with dewatering activities	Placement of intake hose shall be positioned at the top of the water level. Discharge hose shall be directed into a filter bag with a sufficient existing vegetative buffer prior to the stormwater outfall
Dust	Water trucks or other acceptable means of managing dust from construction traffic approved by the local governing authority
Fuels	Fuel tanks shall be stored away from surface waters and storm sewer inlets within a diked area. Spills shall be contained as soon as possible upon notification and material removed from the site. Fuel containers shall be closed when not in use so not to expose to stormwater.
Grease & Oil	Spills shall be contained as soon as possible upon notice and material removed from the site. Containers shall be closed when not in use so not to expose to stormwater. Empty containers shall be removed from the site and properly disposed of.
Fertilizers/Pesticides	Applied at the required rates and not on impervious areas.
Alkalinity	Concrete trucks shall utilize areas to washout trucks. Accumulated concrete shall be removed from the site and disposed of properly. Alternatively, contractors shall use a roll off box with a liner.

Ohio EPA Emergency Spill Hotline

Hazardous or potential hazardous material that is utilized on the site shall be handled, stored and disposed of properly to reduce the potential of polluting storm water runoff. Spills or other unintended releases in excess of reportable quantities that discharge hazardous substances into surface waters of the state shall be contained and reported as required within section 40 of the Code of Federal Regulations Part 117 and Part 302. Spills are to be immediately reported to the Ohio EPA Emergency Spill Hotline (1-800-282-9378).

Petroleum product spills of 25 gallons or more shall be immediately reported to the Ohio EPA and the local fire department. All releases of hazardous substances to the environment must be handled pursuant to applicable laws. All spills that result in the contact with waters of the state must be reported to the Ohio EPA. Smaller spills on impervious areas such as pavement shall be contained and absorbed with sawdust, kitty litter or other absorbent material and disposed of at a licensed sanitary facility.

1.4 SWPPP Availability

On-site:

The SWPPP shall be available immediately upon request of the Ohio EPA Director or an authorized representative during working hours. Additionally, a copy of the Notice of Intent (NOI) application and the EPA letter granting permit coverage under the Ohio EPA General Permit Number OHC000006 shall be made available.

Written request:

The SWPPP shall be provided within 10 days upon written request from the EPA Director or the Director's authorized representative.

To the public:

All NOI applications, Ohio EPA general permit approval for coverage letters, and SWPPP's are considered reports that shall be available to the public in accordance with the Ohio Public Records law. The permittee may claim to the Ohio EPA any portion of an SWPPP as confidential in accordance with Ohio law.

1.5 SWPPP Revision Requirement

The SWPPP shall be revised to address any changes required by the Ohio EPA Director or authorized representative within 10 days of the notification. The SWPPP shall be submitted to the EPA or a written certification that the revision requests have been addressed.

The City of Dublin shall amend the SWPPP whenever there is a change in the design, construction, operation or maintenance, which has a significant effect on the potential for the discharges of pollutants to surface waters of the state or if the SWPPP proves to be ineffective in achieving the general objectives of controlling pollutants in storm water discharges associated with construction

activities. The changes made to the SWPPP are required to be indicated on the SWPPP Amendment Log located within Appendix G.

1.6 Contractor and Subcontractor SWPPP Acknowledgement

The City of Dublin shall inform all contractors and subcontractors of the terms and conditions of the Ohio EPA general permit who will be involved with the implementation of the SWPPP prior to commencement of land disturbing activities on the site. The City of Dublin shall maintain a written document containing the signatures of the contractors and subcontractors involved with the implementation of the SWPPP. The contractors and subcontractors' roles associated with the SWPPP implementation shall be indicated on the signature sheet located within Appendix B.

1.7 Ohio EPA Notice of Termination

Erosion and sediment controls associated with the various construction activities shall be installed according to the erosion and sediment control plans located within Appendix C. The controls shall be inspected and maintained until the site is permanently stabilized and the Ohio EPA Notice of Termination (NOT) has been submitted which terminates the General Permit coverage. The NOT form shall be submitted to the Ohio EPA upon the permanent stabilization of the site and the removal of the temporary sediment controls. The Ohio EPA Notice of Termination (NOT) Application is required to be filed electronically using the Ohio EPA's e-Business Center.

Steps to file a Notice of Termination application are provided below.

1. Create an account/password and PIN on the Ohio EPA's e-Business Center.
2. Log on and click "Division of Surface Water NPDES Permit Applications (STREAMS).
3. At the top of the page under permit list click "Add Permit" and search for the project using the Ohio EPA NPDES Facility Permit Number. This was assigned to the project when the NOI was approved.
4. You will see your project added to the permit list. Click "Actions" and "Terminate Permit"
5. Fill in the required information and submit the application form using your PIN.

2.0 SITE DESCRIPTION

2.1 Construction Activity

The overall project consists of nine project areas within the City of Dublin (Project Areas 3, 18, 22, 24, 25, 27, 28, and 44). These projects include bank stabilization improvements at seven stream sites, one basin outlet and stream channel stabilization project, and one basin inflow channel improvement project.

Construction activities associated with the project include:

Project Area 3

- installation of temporary sediment controls;
- clearing and grading;
- stream bank stabilization, rip rap installation;
- permanent stabilization of the disturbed areas;
- and riparian buffer zone plantings.

Project Area 18

- installation of temporary sediment controls;
- clearing and grading;
- stream bank stabilization, rip rap installation;
- permanent stabilization of the disturbed areas;
- and riparian buffer zone plantings.

Project Area 22

- installation of temporary sediment controls;
- clearing and grading;
- stream bank stabilization, erosion control matting;
- permanent stabilization of the disturbed areas;
- and riparian buffer zone plantings.

Project Area 24

- installation of temporary sediment controls;
- clearing and grading;
- rip rap installation at basin outlet pipe and stream bank stabilization;
- permanent stabilization of the disturbed areas;
- and riparian buffer zone plantings.

Project Area 25

- installation of temporary sediment controls;
- clearing and grading;
- storm sewer installation;
- permanent stabilization of the disturbed areas;

Project Area 27

- installation of temporary sediment controls;
- clearing and grading;
- basin outlet pipe outfall stabilization with rock channel protection;
- basin emergency overflow weir installation;
- permanent stabilization of the disturbed areas;

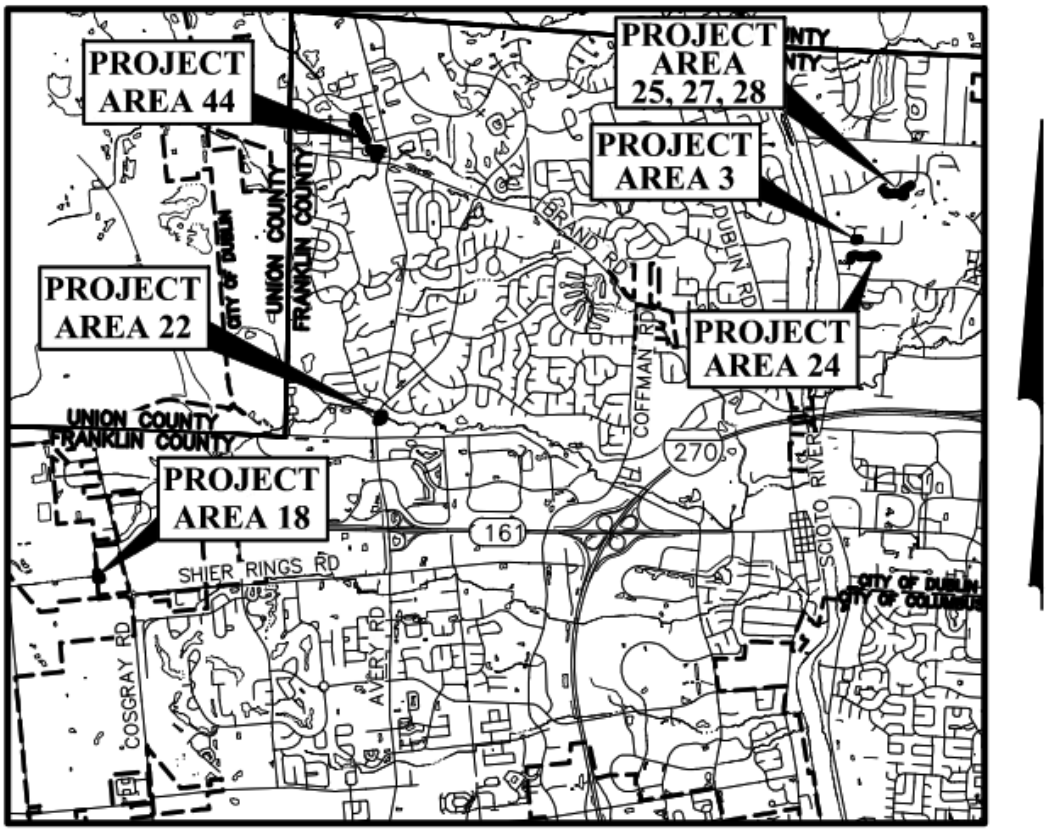
Project Area 28

- installation of temporary sediment controls;
- clearing and grading;
- basin outlet pipe outfall stabilization with rock channel protection;
- stream bank stabilization, anchor log installation;
- permanent stabilization of the disturbed areas;
- and riparian buffer zone plantings.

Project Area 44

- installation of temporary sediment controls;
- clearing and grading;
- stream bank stabilization, rip rap installation;
- permanent stabilization of the disturbed areas;
- and riparian buffer zone plantings.

An estimated 4.30 acres shall be disturbed associated with construction activities.



LOCATION MAP
No Scale

2.2 Site Area Information

Total Site Disturbance as indicated on the EPA NOI = NPDES Permit No. 4GC10508*AG — 4.30 Acres

Project Area 3:

Latitude:	40.123885°
Longitude:	-83.107561°
Estimated Disturbed Area:	0.12 Acres

Project Area 18:

Latitude:	40.095095°
Longitude:	-83.190793°
Estimated Disturbed Area:	0.39 Acres

Project Area22:

Latitude:	40.108523°
Longitude:	-83.159627°
Estimated Disturbed Area:	0.40 Acres

Project Area 24:	
Latitude:	40.122045°
Longitude:	-83.105647°
Estimated Disturbed Area:	0.39 Acres
Project Area 25, 27 & 28:	
Latitude:	40.128358°
Longitude:	-83.102079°
Estimated Disturbed Area:	1.1 Acres
Project Area 44A:	
Latitude:	40.131215°
Longitude:	-83.160895°
Estimated Disturbed Area:	0.86 Acres
Project Area 44BC:	
Latitude:	40.131215°
Longitude:	-83.160895°
Estimated Disturbed Area:	0.48 Acres
Pre-construction Impervious Area =	0 Acres
Post-construction Impervious Area =	0 Acres*
Pre-construction Volumetric Runoff Coefficient =	0.05
Post-construction Volumetric Runoff Coefficient =	0.05*

*Rock channel protection will be installed as part of the stream channel improvements. The proposed improvements are considered stream restoration activities and water quality BMPs are not required.

2.3 Soil Data

Soil erosion rates increase as the existing cover is removed resulting from construction activities. Sediment controls are to be installed and properly maintained as indicated within this plan to minimize sediment laden runoff from flowing offsite. Disturbed areas are to be stabilized per the temporary and permanent stabilization requirements as indicated within Section 3.1.

Muddy water encountered within excavated areas will require to be pumped into a sediment basin or filter bag.

According to the USDA Soil Survey, the predominant soils on-site consist of:

Project Area 3

- Glynwood clay loam, end moraine, 2 to 6 percent slopes, eroded
- Type “D” Hydrologic Soil Group

Project Area 18

- Kokomo silty clay loam, 0 to 2 percent slopes
- Type “D” Hydrologic Soil Group

Project Area 22

- Kokomo silty clay loam, 0 to 2 percent slopes
- Type “D” Hydrologic Soil Group

Project Area 24

- Glynwood clay loam, 6 to 12 percent slopes, eroded
- Glynwood clay loam, end moraine, 2 to 6 percent slopes, eroded
- Type “D” Hydrologic Soil Group

Project Area 25

- Glynwood clay loam, 6 to 12 percent slopes, eroded
- Type “D” Hydrologic Soil Group

Project Area 27

- Glynwood clay loam, 6 to 12 percent slopes, eroded
- Type “D” Hydrologic Soil Group

Project Area 28

- Glynwood clay loam, 6 to 12 percent slopes, eroded
- Type “D” Hydrologic Soil Group

Project Area 44

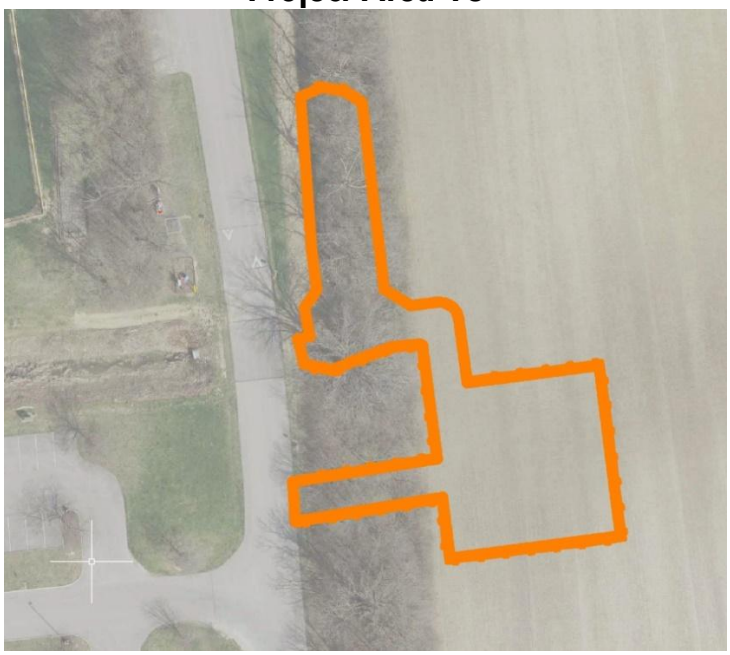
- Crosby silt loam, Southern Ohio Till Plain, 2 to 6 percent slopes
- Type “D” Hydrologic Soil Group

2.4 Existing Land Use & Adjacent Areas

Project Area 3

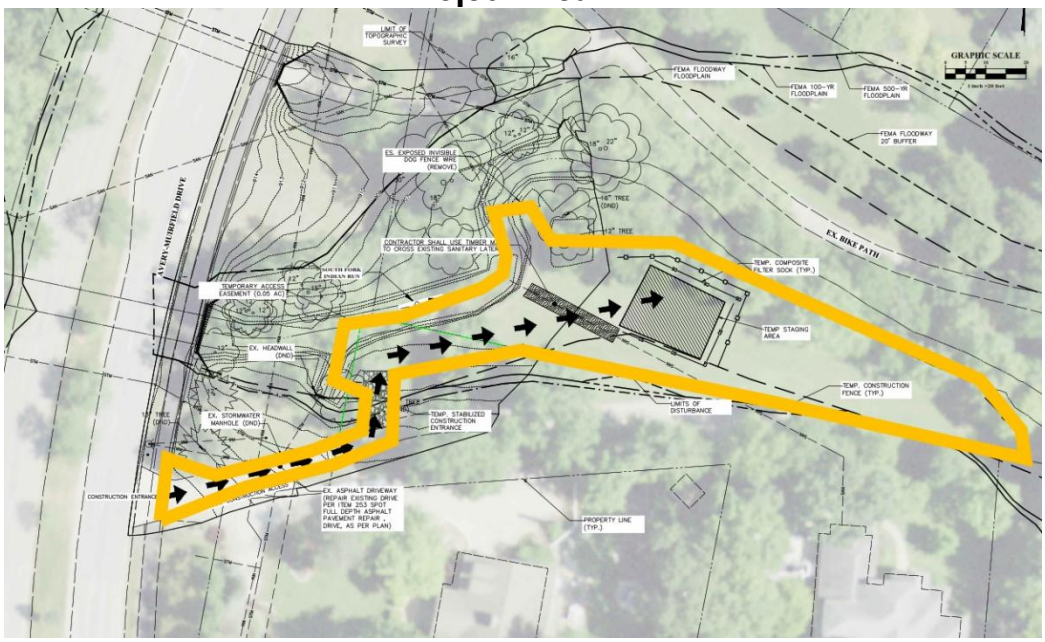
- Stream channel within a wooded ravine adjacent to a single-family residential house and streets.

Project Area 18



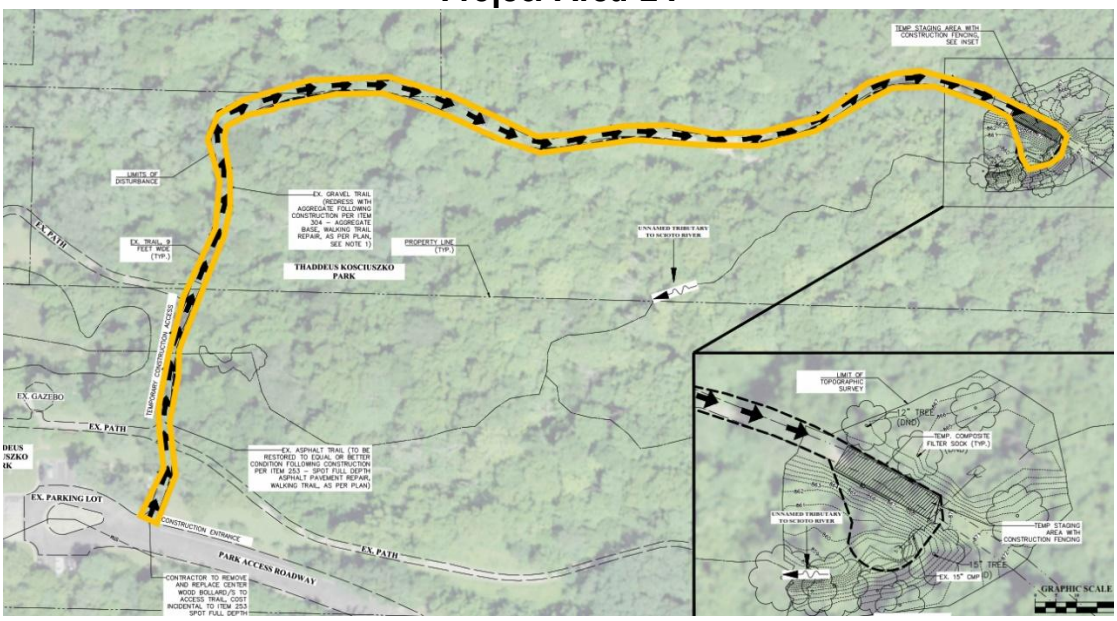
- Stream channel within a wooded corridor alongside a park access drive. Temporary staging area located within adjacent open field.

Project Area 22



- Stream adjacent to single-family residential homes and a pedestrian path.

Project Area 24



- Stream channel located at an end of a storm culvert under a park pedestrian path. Existing path will be used from the park access drive to the site.

Project Area 25, 27, and 28

- Existing stormwater detention basin discharging into a stream within a wooded corridor. Site is adjacent to single-family residential homes.

Project Area 44

- Stream channel located within a wooded corridor with adjacent single-family homes and a pedestrian path.

2.5 Receiving Stream

- Site 3 – Tamarisk Creek, Scioto River watershed
- Site 18 – South Fork Indian Run, Scioto River watershed
- Site 22 - South Fork Indian Run, Scioto River watershed
- Site 24 – Bait Shop Creek, Scioto River watershed
- Site 25 - Unnamed tributary stream, Scioto River watershed
- Site 27 - Tonti Creek unnamed tributary stream, Scioto River watershed
- Site 28 – Tonti Creek, Scioto River watershed
- Site 44 – North Fork Indian Run unnamed tributary steam, Scioto River watershed

2.6 Construction Sequence – Best Management Practice Installation

Note: Ensure that a copy of the NOI, Ohio EPA approval letter, and the SWPPP are available on-site during working hours.

Site 3

1. Establish a temporary stabilized construction entrance, staging area, compost filter sock perimeter, and temporary construction fence perimeter.
2. Delineate limits of disturbance and tree areas to protect.
3. Clearing and grubbing.
4. Install rock check dams upstream and downstream of work area.
5. Install clean water pump around from upstream of the work area into existing undisturbed channel downstream of the work area.
6. Install muddy water pump around and filter bag.
7. Construct the proposed channel stabilization improvements.
8. Install erosion control matting, topsoil, seedings, and plantings.
9. Remove temporary pump arounds, rock check dams, and filter bag after site is stabilized to the satisfaction of the City Engineer.
10. Remove temporary construction entrance, staging area, compost filter sock, and construction fencing.
11. Perform site restoration on all disturbed areas not previously stabilized.

Sites 18:

1. Establish a temporary stabilized construction entrance, staging area, compost filter sock perimeter, and temporary construction fence perimeter.
2. Delineate limits of disturbance and tree areas to protect.
3. Clearing and grubbing.
4. Install rock check dam upstream and downstream of work area.
5. Install clean water pump around from upstream of the work area into the existing undisturbed channel downstream of the work area.
6. Install muddy water pump around and filter bag.
7. Construct the proposed channel stabilization improvements.
8. Install erosion control matting, topsoil, seedings, and plantings.
9. Remove temporary pump arounds, rock check dam, and filter bag after site is stabilized to the satisfaction of the City Engineer.
10. Remove temporary construction entrance, staging area, compost filter sock, and construction fencing.
11. Perform site restoration on all disturbed areas not previously stabilized.

Site 22:

1. Establish a temporary stabilized construction entrance, staging area, timber mats, temporary construction fencing, and composite filter sock.
2. Delineate limits of disturbance, tree areas to protect, and utility protection.

3. Clearing and grubbing.
4. Construction layout of bank stabilization activities.
5. Construct the proposed channel bank stabilization.
6. Install topsoil, seed, mulch, slope erosion protection mat, and plantings at bank stabilization location.
7. Prepare area for seeding on the floodplain.
8. Install seed, mulch, and plantings on floodplain.
9. Remove temporary construction entrance, staging area, composite filter sock, timber mats, and construction fencing.
10. Perform final site restoration on all disturbed areas not previously stabilized.

Site 24:

1. Establish a temporary stabilized construction entrance, staging area, temporary construction fencing, and composite filter sock.
2. Delineate limits of disturbance, tree areas to protect, and utility protection.
3. Clearing and grubbing.
4. Trim culvert.
5. Construct the proposed rock toe and rock channel protection.
6. Install topsoil, seed, mulch, slope erosion protection mat, and plantings on graded bank.
7. Remove temporary construction entrance, staging area, composite filter sock, and construction fencing.
8. Repair access paths.
9. Perform final site restoration on all disturbed areas not previously stabilized.

Site 25:

1. Relocate existing mailbox to a location determined by the City Engineer.
2. Establish a temporary stabilized construction entrance using timber matting and install inlet protection on the existing storm sewer inlet.
3. Delineate limits of disturbance and tree areas to protect.
4. Clearing and grubbing.
5. Install rock check dam in front of the existing basin outlet structure to filter the runoff prior to flowing out of the basin.
6. Instill proposed storm sewer, inlets and rock channel protection.
7. Protect installed storm sewer inlets from sediment. Place temporary fill above final grade as needed to facilitate access to Site 27 and 28. Install additional timber matting, staging rea, compost filter sock perimeter controls, and temporary construction fence perimeter
8. Upon completion of Sites 27 and 28, remove the staging area, rock check dam, filter socks and perimeter fencing.
9. Remove temporary fill to final grade and remove inlet protection. Install erosion control matting, seeding, and compost filter sock ditch checks.
10. Remove remaining construction fencing, timber matting, and inlet protection.

11. Perform site restoration on all disturbed areas not previously stabilized.

Site 27:

1. Utilize the Site 25 staging area, temporary stabilized construction entrance, composite filter sock, construction fencing, and any other temporary sediment and erosion control measure established for Site 25.
2. Delineate limits of disturbance, tree areas to protect, and utility protection.
3. Clearing and grubbing.
4. Install clean water pump around from upstream of the work area into existing undisturbed channel downstream.
5. Install rock check dams upstream and downstream of work area.
6. Install muddy water pump around, filter bag, and filter socks.
7. Construct the proposed rock toe, emergency spillway, embankment, and outfall protection.
8. Install topsoil, seed, mulch, turf reinforcement mat, slope erosion protection mat, and plantings leaving an access route to access Site 28.
9. Construct Site 28.
10. Remove all temporary sediment and erosion control measures from Sites 25, 27, and 28.
11. Perform final site restoration on all disturbed areas not previously stabilized.

Site 28:

1. Utilize the Site 25 and 27 staging area, temporary stabilized construction entrance, composite filter sock, construction fencing, and all other temporary sediment and erosion control measure established for Sites 25 and 27.
2. Delineate limits of disturbance and tree areas to protect.
3. Install the following temporary sediment and erosion control measures such as the minor stream crossings, timber mats, construction fencing, composite filter sock, and staging area.
4. Clearing and grubbing.
5. Install clean water pump around from upstream of the basin outfall work along Tributary 1A and direct the flow downstream of the confluence with Tributary 1.
6. Install rock check dam upstream of the basin outfall work.
7. Install muddy water pump around, filter bag, and filter socks.
8. Construct the proposed outfall protection, rock ramp, and headwater channel.
9. Install seed, mulch, slope erosion protection mat, and plantings on disturbed areas.
10. Remove the clean water pump around, rock check dam, and muddy water pump around.
11. Construct the remaining bank stabilization measures and anchor logs along Tributary 1.
12. Install seed, mulch, slope erosion protection mat, and plantings on disturbed areas.
13. Remove all temporary sediment and erosion control measures.
14. Perform final site restoration on all disturbed areas not previously stabilized.

Site 44A, 44B & 44C:

1. Establish a temporary stabilized construction entrance, staging area, compost filter sock perimeter, and temporary construction fence perimeter.

2. Delineate limits of disturbance and tree areas to protect.
3. Clearing and grubbing.
4. Install rock check dams upstream and downstream of work area.
5. Install clean water pump around from upstream of the work area into existing undisturbed channel downstream of the work area.
6. Install muddy water pump around and filter bag.
7. Construct the proposed channel stabilization improvements.
8. Install erosion control matting, topsoil, seedings, and plantings.
9. Remove temporary pump arounds, rock check dams, and filter bag after site is stabilized to the satisfaction of the City Engineer.
10. Remove temporary construction entrance, staging area, compost filter sock, and construction fencing.
11. Perform site restoration on all disturbed areas not previously stabilized.

Note: The construction sequence provided above is for NPDES permit coverage compliance only. The Contractor will be responsible for determining their own project schedule and shall not solely rely on the stated sequence of construction for bidding.

3.0 CONTROLS

Erosion controls, sediment controls and storm water management practices utilized shall be installed per the details indicated on the erosion and sediment control plan located within Appendix C.

Alternative controls installed by the contractor shall be documented within the SWPPP Amendment Log located within Appendix G and the installation of the controls shall meet the standards and specifications in the current edition of Ohio's Rainwater and Land Development manual or other standards acceptable to the Ohio EPA.

3.1 Erosion Control Practices

Temporary seeding and mulching applications shall be utilized to stabilize disturbed areas throughout the construction process.

Throughout construction activities, the site contractor is required to maintain a log documenting land disturbing and temporary/permanent stabilization activities associated with the site. A log is provided within Appendix D. Disturbed areas are to be temporarily and permanently stabilized per the requirements outlined below.

Temporary Stabilization

Project Area	Time Frame for Application
Disturbed areas within 50' of a surface water of the state and not at final grade	Within 2 days of the most recent disturbance
Disturbed areas that will be dormant for more than 14 days but less than 1 year, and not within 50' of a surface water of the state	Within 7 days of the most recent disturbance within the area. Residential lots are to be stabilized at least 7 days prior to transfer of the permit coverage
Disturbed areas that will be idle over the winter	Prior to the onset of winter weather

Note: The temporary seeding mix/application rates are provided on the Planting Plan.

Permanent Stabilization

Project Area	Time Frame for Application
Area to lie dormant for more than 1 year	Within 7 days of the most recent disturbance
Area within 50' of a stream and at final grade	Within 2 days of reaching final grade
Other areas at final grade	Within 7 days of reaching final grade

Note: The permanent seeding mix/application rates are provided on the Planting Plan.

3.2 Sediment Control Practices

Sediment control devices shall be implemented for all areas remaining disturbed for over 14 days. Additionally, the sediment controls shall be installed within 7 days of grubbing activities. The site will utilize sediment controls such as compost filter socks to manage runoff during construction. Details associated with the various sediment controls are indicated on the erosion and sediment control plan within Appendix C.

3.3 Post-Construction Storm Water Quality

The proposed improvements are considered stream restoration activities and water quality BMPs are not required.

3.4 Dewatering Activities

The direct discharge of muddy water to surface waters of the state is a direct violation of the Ohio EPA General Permit. Muddy water encountered during excavation activities shall be directed into a dewatering filter bag. Additional Best Management Practices such as perimeter sediment fence and gravel dikes around the bag are necessary if bags are utilized. Additionally, a dense vegetated buffer strip is required between the bag and the stormwater outfall location. A 50 foot minimum strip of vegetation is recommended.

3.5 Surface Water Impacts

The City of Dublin has developed a Waterways Maintenance Program for streams/channels throughout the City of Dublin. The program identifies specific problem areas along waterways throughout the City of Dublin, where channel stabilization measures are required to address on-going erosion and the associated impacts to public property and infrastructure.

Site 3

The proposed project will include the stabilization of a portion of an unnamed tributary to the Scioto River. At the project site, the stream bank is highly eroded and unstable which threatens public land/sidewalk and a private residential dwelling. The proposed bank stabilization project will require permanent fill impacts to a portion of unnamed tributary to the Scioto River (Stream 1). The permanent fill impacts include approximately 66 linear feet of Stream 1. No other streams or wetlands will be impacted as part of the proposed bank stabilization project.

Site 18

The proposed project will include the stabilization of a portion of South Fork Indian Run located within the project area. At the project site, the stream bank is highly eroded and unstable which threatens public land and a driveway into the City of Dublin's Cosgray Park. The proposed bank stabilization project will require permanent fill impacts to a portion of South Fork Indian Run. The permanent fill impacts include approximately 117 linear feet of the right bank of South Fork Indian Run. No other streams or wetlands will be impacted as part of the proposed bank stabilization project.

Site 22

The proposed project will include the stabilization of a portion of South Fork Indian Run located within the project area. At the project site, the stream bank is highly eroded and unstable which threatens public/private land and a stormwater outlet pipe and headwall. The proposed bank stabilization project will require permanent fill impacts to a portion of South Fork Indian Run within the project area. The permanent fill impacts include approximately 100 linear feet of the left bank of South Fork Indian Run. No other streams or wetlands will be impacted as part of the proposed bank stabilization project.

Site 24

The proposed project will include the stabilization of a portion of an unnamed tributary to the Scioto River. At the project site, the stream bank is highly eroded and unstable which threatens public land/walking path and corrugated metal pipe (CMP) under the walking path. The proposed bank stabilization project will require permanent fill impacts to a portion of unnamed tributary to the Scioto River. The permanent fill impacts include approximately 20 linear feet of Stream 1. No other streams or wetlands will be impacted as part of the proposed bank stabilization project.

Site 25 & 27

The proposed project will include the stabilization of a portion of an unnamed tributary to the Scioto River and the repair of an existing outfall spillway from a City of Dublin stormwater basin for Site #27, and the extension of an existing storm sewer within Stream 1 for Site #25. At the project site, the stream bank on a portion of Stream 3 and outfall spillway are highly eroded and unstable which threatens public land and infrastructure. The area where the existing storm sewer will be extended is currently a highly eroded channel that threatens a current public walkway and drainage easement. The proposed project will require permanent fill impacts to two (2) unnamed tributaries to the Scioto River and an outfall spillway area of a City of Dublin stormwater basin. The permanent fill impacts include approximately 167 linear feet of Stream 1 and 58 linear feet of Stream 3. No other streams or wetlands will be impacted as part of the proposed bank stabilization and outfall repair project.

Site 28

The proposed project will include the stabilization of a portion of an unnamed tributary to the Scioto River and an outfall spillway from a City of Dublin stormwater basin. At the project site, the stream bank and outfall spillway are highly eroded and unstable which threatens public land and infrastructure. The proposed bank stabilization project will require permanent fill impacts to an unnamed tributary to the Scioto River and outfall spillway of a City of Dublin stormwater basin. The permanent fill impacts include approximately 130.5 linear feet of Stream 2. No other streams or wetlands will be impacted as part of the proposed bank stabilization and outfall repair project.

Site 44
The proposed project will include the stabilization of a portion of both streambanks of an unnamed tributary to the Scioto River. At the project site, the stream banks are highly eroded and unstable which threatens public/private land and infrastructure. The proposed bank stabilization project will require permanent fill impacts to an unnamed tributary to the Scioto River (Stream 1). The permanent fill impacts include approximately 147 linear feet of Stream 1. No other streams or wetlands will be impacted as part of the proposed bank stabilization project.

The approved United States Army Corps of Engineers Nationwide Permit and Impact Exhibit are included within Appendix G.

3.6 Non-sediment Pollutant Controls

Hazardous or Toxic Materials
Educate construction personnel and subcontractors who may use or handle toxic or hazardous materials.

Disposal and Handling of Hazardous and Other Construction Waste	
Do:	• Prevent Spills • Use products up • Follow label direction for disposal • Remove lids from empty bottles and cans when disposing in trash • Recycle wastes whenever possible
Don't:	• Don't pour into waterways, storm drains or onto the ground • Don't pour down the sink, floor drain, or septic tanks • Don't bury chemicals or containers • Don't burn chemicals or containers • Don't mix chemicals together

Waste Disposal
Containers shall be provided for the proper collection of all waste material. Construction and demolition debris (CD&D) must be disposed of in accordance with Ohio Revised Code 3714 at an approved Ohio EPA CD&D landfill. Temporary sanitary water facilities additionally must be provided and maintained. Dumpsters shall be closed or covered when not in use (non-operating hours) to limit the temporarily stored waste to storm water exposure and ensuring that no liquid wastes or wastes saturated with significant materials are allowed to be accumulated in trash dumpsters.

Construction Chemicals
The storage and mixing of chemicals shall be performed in a designated area away from watercourses and storm sewer inlets. Chemical containers shall be properly stored on-site to ensure that they are not exposed to rain events. Empty containers shall be properly disposed of off-site

at an approved facility. Equipment maintenance and refueling areas are to be located away from storm water conveyance channels and surface waters. A Spill Prevention Control and Countermeasure Plan (SPCC) must be provided by the Contractor if on-site temporary fuel tanks exceed 660 gallons or if the combined storage is above 1320 gallons.

Equipment Fueling and Maintenance

Equipment fueling and maintenance shall be performed away from watercourses, ditches or storm drains, in an area designated for that purpose. The designated area shall be equipped for recycling oil and catching spills. Secondary containment shall be provided for all fuel oil storage tanks. These areas must be inspected every seven days and within 24 hours of a 0.5 inch or greater rain event to ensure there are no exposed materials which would contaminate storm water. Site operators must be aware that Spill Prevention Control and Countermeasures (SPCC) requirements may apply. An SPCC plan is required for sites with one single aboveground tank of 660 gallons or more, accumulative aboveground storage of 1330 gallons or more, or 42,000 gallons of underground storage.

Concrete Washout Areas

Concrete trucks shall have a designated wash-pit or sump with no potential for discharge to ensure that the concrete wash shall not enter storm drains and waters of the state.

Contaminated Soils

If substances such as oil, diesel fuel, hydraulic fluid, antifreeze, etc. are spilled, leaked, or released onto the soil, the soil should be dug up and disposed of at licensed sanitary landfill or other approved petroleum contaminated soil remediation facility. In the event there are large extensive areas of contaminated soils additional measures above and beyond the conditions of Ohio EPA's General Construction Storm Water Permit will be required. Depending on the extent of contamination, additional treatment and/or collection and disposal may be required. Hazardous substances spilled or released into the soil shall be dug up and disposed of at a licensed sanitary landfill.

Spill Reporting Requirements

Spills on pavement shall be absorbed with sawdust, kitty litter or other absorbent material and disposed of with the trash at a licensed sanitary landfill. Hazardous or industrial wastes such as most solvents, gasoline, oil-based paints, and cement curing compounds require special handling. Spills shall be reported to Ohio EPA (1-800-282-9378). Spills of 25 gallons or more of petroleum products shall be reported to Ohio EPA (1-800-282-9378), the local fire department, and the Local Emergency Planning Committee within 30 min. of the discovery of the release. All spills, which result in contact with waters of the state, must be reported to Ohio EPA's Hotline.

Dust Control

Manufactured dust suppressants shall be applied at the manufactures specifications. Water trucks can additionally be used. Manufactured products shall be applied in a manner to not result in discharges to waters of the state. The suppressants shall not be applied if precipitation is noted in the short term forecast.

Clean Hard Fill
No construction related waste materials are to be buried on-site.

Open Burning
No materials may be burned which contain rubber, grease, asphalt, or petroleum products such as tires, cars, auto parts, plastics or plastic coated wire. Open burning is not allowed in restricted areas. Restricted areas are defined as: 1) within corporation limits; 2) within 1000 feet outside a municipal corporation having a population of 1000 to 10,000; and 3) a one mile zone outside of a corporation of 10, 000 or more. Outside a restricted area, no open burning can take place within a 1000 feet of an inhabited building located off the property where the fire is set. Open burning is permissible in a restricted area for the following activities: heating tar, welding and acetylene torches, smudge pots and similar occupational needs, and heating for warmth or outdoor barbeques. Outside of restricted areas, open burning is permissible for landscape wastes, land-clearing wastes, and agricultural wastes.

Off-site traffic
Temporary construction drives or the existing paved drives shall be utilized to assist with the prevention of off-site tracking of mud. Accumulated mud tracked beyond the limits of the project shall be removed on an as needed basis by the contractor. Collected mud shall be incorporated into the disturbance activities associated with the site and appropriately stabilized.

Other Air Permitting Requirements
All contractors and subcontractors must be made aware that certain activities associated with construction will require air permits. Activities including but not limited to mobile concrete batch plants, mobile asphalt plants, concrete crushers, large generators, etc., will require specific Ohio EPA Air Permits for installation and operation. These activities must seek authorization from the corresponding district of Ohio EPA. Notification for Restoration and Demolition must be submitted to Ohio EPA for all commercial sites to determine if asbestos corrective actions are required.

Process Waste Water/Leachate Management
All contractors shall be made aware that Ohio EPA's Construction General Permit only allows the discharge of storm water. Other waste streams/discharges including but not limited to vehicle and/or equipment washing, leachate associated with on-site waste disposal, concrete wash outs, etc are a process wastewater. They are not authorized for discharge under the General Storm Water Permit associated with Construction Activities. All process wastewaters must be collected and properly disposed at an approved disposal facility. In the event there are leachate outbreaks associated with onsite disposal, measures must be taken to isolate this discharge for collection and proper disposal. Investigative measures and corrective actions must be implemented to identify and eliminate the source of all leachate outbreaks.

3.7 Inspections

Inspection of the temporary and permanent controls shall be conducted, at a minimum, once every seven days and within 24 hours of a 0.5-inch rain event or greater. The inspector shall have the proper knowledge and experience in the installation and maintenance of the controls and the permit requirements. Inspection frequency may be reduced to monthly for dormant sites if the entire site is temporarily stabilized or runoff is unlikely due to weather conditions for extended periods of time (e.g. frozen ground).

A report shall be completed for each inspection indicating the controls that have been installed, controls needing to be installed, maintenance required and indicate maintenance that has occurred. All preventative and remedial maintenance work, including clean out, repair, replacement, re-grading, reseeding, re-mulching and re-netting must be performed within three days of the inspection. Required maintenance work associated with sediment basins shall be conducted within ten days of the inspection. If erosion and sediment control BMPs fail to perform as expected, replacement BMPs, or modifications of those installed will be required. The permittee shall maintain the reports for a period of three years after the Notice of Termination form has been submitted. Inspection reports are located in Appendix F.

3.8 Erosion and Sediment Control BMP Maintenance

The temporary controls shall be maintained and repaired as indicated within the inspection reports to ensure proper functionality of the controls. The controls shall be maintained as indicated on the BMP details located on the erosion and sediment control plan within Appendix C. Maintenance shall be conducted until the upslope areas of the controls are permanently stabilized with permanent vegetation. Accumulated sediment shall be removed from the controls and utilized as fill material in non-structural areas. Maintenance conducted shall be recorded and filed within the SWPPP. If a control practice is in need of repair or maintenance, as indicated by inspection, it must be repaired or maintained within three days of inspection.

Temporary controls are to be removed upon permanent stabilization of the site. Permanent stabilizations consists of the establishment of permanent vegetation, decorative landscape mulch, matting, sod rip-rap and other landscaping techniques that provides permanent erosion control on areas where land disturbing activities are completed. Permanent stabilization by means of grass vegetation is established when a uniform perennial vegetative cover with a density of at least 70% is achieved.

Construction Entrance: The minimum rock thickness of 6-inches shall be maintained throughout the utilization of the temporary entrance. Sediment deposited onto the paved roads shall be removed daily. Maintenance work must be performed within three days of the inspection.

Rock Check Dam: Rock check dams shall be placed where standing water or excessive siltation will be minimized or where damage to vegetative lining will be insignificant. Sediment shall be removed from behind check dam once it accumulates to one-half the original height of the check dam.

Sediment Fence/Compost Filter Sock: Accumulated sediment must be removed from the fence/sock when the sediment reaches ½ the above ground height of the fence/sock. Undermined or overtopped fence/sock must be repaired or replaced with a rock check dam. Maintenance work must be performed within three days of the inspection.

Dewatering Filter Bag: Filter bags and the associated perimeter controls are to be maintained throughout the duration of pumping activities. Bags shall be replaced once they have filled with sediment. Accumulated sediment within the bag shall be removed and placed on-site to dry. Spread soil and stabilize. The contractor shall monitor the outflow from the bags and through the perimeter controls and existing vegetated areas. If the quality of the water is “muddy” in appearance, then

additional controls are required to be installed. Maintenance work must be performed immediately upon the inspection.

Temporary & Permanent Seeding: Seeded areas shall be inspected upon rain events to ensure areas are not washing out. Washed out areas shall be repaired and reseeded. Temporary sediment controls and/or erosion control matting may need to be utilized if washout problems routinely occur. Maintenance work must be performed within three days of the inspection.

EMH&T

APPENDIX A: Ohio EPA Approval Letter & General Permit

March 31, 2025

City of Dublin
Paul Hammersmith
6555 Shier Rings Road
Dublin OH 43016

Re: Approval Under Ohio EPA National Pollutant Discharge Elimination System (NPDES) – Construction Site Stormwater General Permit – OHC000006

Dear Applicant,

Your NPDES Notice of Intent (NOI) application is approved for the following facility/site. Please use your Ohio EPA Facility Permit Number in all future correspondence.

Facility Name:	Dublin Waterways Maintenance Program Year 2
Facility Location:	Brand Rd, Avery-Muirfield Dr, Franz Rd
City:	Dublin
County:	Franklin
Ohio EPA Facility Permit Number:	4GC10508*AG
Permit Effective Date:	March 31, 2025
Permit Expiration Date:	April 22, 2028

Please read and review the permit carefully. The permit contains requirements and prohibitions with which you must comply. A copy of the general permit may be viewed or downloaded from here. Coverage under this permit will remain in effect until a renewal of the permit is issued by the Ohio EPA.

If more than one operator (defined in the permit) will be engaged at the site, each operator shall seek coverage under the general permit. Additional operator(s) shall submit a Co-Permittee NOI to be covered under this permit. There is no fee associated with the Co-Permittee NOI form.

Please be aware that this letter only authorizes discharges in accordance with the above referenced General Permit. The placement to fill into regulated waters of the state may require a 401 Water Quality Certification and/or Isolated Wetlands Permit from Ohio EPA. Failure to obtain the required permits in advance is a violation of Ohio Revised Code 6111 and potentially subjects you to enforcement and civil penalties.

If you need assistance or have questions, please call (614) 644-2001 and ask for Construction Site Stormwater General Permit support or visit our website at epa.ohio.gov.

Sincerely,

Anne M Vogel

Anne M. Vogel
Director

Ohio EPA 04/11/2023

Entered Director's Journal

I certify this to be a true and accurate copy of the official documents as filed in the records of the Ohio Environmental Protection Agency.

By: _____ Date: 04/11/2023

Effective Date: April 23, 2023
Expiration Date: April 22, 2028

OHIO ENVIRONMENTAL PROTECTION AGENCY

GENERAL PERMIT AUTHORIZATION FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq. hereafter referred to as "the Act") and the Ohio Water Pollution Control Act [Ohio Revised Code ("ORC") Chapter 6111], dischargers of stormwater from sites where construction activity is being conducted, as defined in Part I.B of this permit, are authorized by the Ohio Environmental Protection Agency, hereafter referred to as "Ohio EPA," to discharge from the outfalls at the sites and to the receiving surface waters of the state identified in their Notice of Intent ("NOI") application form on file with Ohio EPA in accordance with the conditions specified in Parts I through VII of this permit.

It has been determined that a lowering of water quality of various waters of the state associated with granting coverage under this permit is necessary to accommodate important social and economic development in the state of Ohio. In accordance with OAC 3745-1-05, this decision was reached only after examining a series of technical alternatives, reviewing social and economic issues related to the degradation, and considering all public and intergovernmental comments received concerning the proposal.

This permit is conditioned upon payment of applicable fees, submittal of a complete NOI application form, development (and submittal, if applicable) of a complete Stormwater Pollution Prevention Plan (SWP3) and written approval of coverage from the director of Ohio EPA in accordance with Ohio Administrative Code ("OAC") Rule 3745-38-02.

2023-04-11 19:00:28

Anne M. Vogel
Director

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PART I. COVERAGE UNDER THIS PERMIT

A. Permit Area.

This permit covers the entire State of Ohio. Appendices A and B of this permit contain additional watershed specific requirements for construction activities located partially or fully within the Big Darby Creek Watershed and portions of the Olentangy River Watershed.

B. Eligibility.

1. Construction activities covered. Except for stormwater discharges identified under Part I.B.2, this permit may cover all new and existing discharges composed entirely of stormwater discharges associated with construction activity that enter surface waters of the state or a storm drain leading to surface waters of the state.

   For the purposes of this permit, construction activities include any clearing, grading, excavating, grubbing and/or filling activities that disturb one or more acres. Discharges from trench dewatering are also covered by this permit as long as the dewatering activity is carried out in accordance with the practices outlined in Part III.G.2.g.iv of this permit.

   Construction activities disturbing one or more acres of total land or will disturb less than one acre of land but are part of a larger common plan of development or sale that will ultimately disturb one or more acres of land are eligible for coverage under this permit. The threshold acreage includes the entire area disturbed in the larger common plan of development or sale.

   This permit also authorizes stormwater discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided:

   a. The support activity is directly related to a construction site that is required to have NPDES permit coverage for discharges of stormwater associated with construction activity;

   b. The support activity is not a commercial operation serving multiple unrelated construction projects and does not operate beyond the completion of the construction activity at the site it supports;

   c. Appropriate controls and measures are identified in a stormwater pollution prevention plan (SWP3) covering the discharges from the support activity; and

   d. The support activity is on or contiguous with the property defined in the NOI (offsite borrow pits and soil disposal areas, which serve only one project, do not have to be contiguous with the construction site).

2. Limitations on coverage. The following stormwater discharges associated with construction activity are not covered by this permit:

   a. Stormwater discharges that originate from the site after construction activities have ceased, including any temporary support activity, and the site has achieved final

stabilization. Industrial post-construction stormwater discharges may need to be covered by an NPDES permit;

b. Stormwater discharges associated with construction activity that the director has shown to be or may reasonably expect to be contributing to a violation of a water quality standard and such discharge would be a violation of this permit; and

c. Stormwater discharges authorized by an individual NPDES permit or another NPDES general permit.

3. Waivers. After March 10, 2003, sites whose larger common plan of development or sale have at least one, but less than five acres of land disturbance, which would otherwise require permit coverage for stormwater discharges associated with construction activities, may request that the director waive their permit requirement. Entities wishing to request such a waiver must certify in writing that the construction activity meets one of the two waiver conditions:

a. Rainfall Erosivity Waiver. For a construction site to qualify for the rainfall erosivity waiver, the cumulative rainfall erosivity over the project duration must be five or less and the site must be stabilized with a least a 70 percent vegetative cover or other permanent, non-erosive cover. The rainfall erosivity must be calculated according to the method in U.S. EPA Fact Sheet 3.1 Construction Rainfall Erosivity Waiver dated January 2001 and be found at: **https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program**. If it is determined that a construction activity will take place during a time period where the rainfall erosivity factor is less than five, a written waiver certification must be submitted to Ohio EPA at least 21 days before construction activity is scheduled to begin. If the construction activity will extend beyond the dates specified in the waiver certification, the operator must either: (a) recalculate the waiver using the original start date with the new ending date (if the R factor is still less than five, a new waiver certification must be submitted) or (b) submit an NOI application form and fee for coverage under this general permit at least seven days prior to the end of the waiver period; or

b. TMDL (Total Maximum Daily Load) Waiver. Stormwater controls are not needed based on a TMDL approved or established by U.S. EPA that addresses the pollutant(s) of concern or, for non-impaired waters that do not require TMDLs, and equivalent analysis that determines allocations for small construction sites for the pollutant(s) of concern or that determines that such allocations are not needed to protect water quality based on consideration of existing in-stream concentrations, expected growth in pollutant contributions from all sources, and a margin of safety. The pollutant(s) of concern include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the construction activity. The operator must certify to the director of Ohio EPA that the construction activity will take place, and stormwater discharges will occur, within the drainage area addressed by the TMDL or equivalent analysis. A written waiver certification must be submitted to Ohio EPA at least 21 days before the construction activity is scheduled to begin.

4. Prohibition on non-stormwater discharges. All discharges covered by this permit must be composed entirely of stormwater with the exception of the following: discharges from firefighting activities; fire hydrant flushings; potable water sources including waterline flushings; irrigation drainage; lawn watering; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; uncontaminated groundwater from trench or well point dewatering and foundation or footing drains where flows are not contaminated with process materials such as solvents. Dewatering activities must be done in compliance with Part II.C and Part III.G.2.g.iv of this permit. Discharges of material other than stormwater or the authorized non-stormwater discharges listed above must comply with an individual NPDES permit or an alternative NPDES general permit issued for the discharge.

   Except for flows from firefighting activities, sources of non-stormwater listed above that are combined with stormwater discharges associated with construction activity must be identified in the SWP3. The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge.

5. Spills and unintended releases (Releases in excess of Reportable Quantities). This permit does not relieve the permittee of the reporting requirements of Title 40 of the Code of Federal Regulations ("CFR") Part 117 and 40 CFR Part 302. In the event of a spill or other unintended release, the discharge of hazardous substances in the storm water discharge(s) from a construction site must be minimized in accordance with the applicable stormwater pollution prevention plan for the construction activity and in no case, during any 24-hour period, may the discharge(s) contain a hazardous substance equal to or in excess of reportable quantities.

   40 CFR Part 117 sets forth a determination of the reportable quantity for each substance designated as hazardous in 40 CFR Part 116. The regulation applies to quantities of designated substances equal to or greater than the reportable quantities, when discharged to surface waters of the state. 40 CFR Part 302 designates under section 102(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, those substances in the statutes referred to in section 101(14), identifies reportable quantities for these substances and sets forth the notification requirements for releases of these substances. This regulation also sets forth reportable quantities for hazardous substances designated under section 311(b)(2)(A) of the Clean Water Act (CWA).

C. Requiring an individual NPDES permit or an alternative NPDES general permit.

1. The director may require an alternative permit. The director may require any operator eligible for this permit to apply for and obtain either an individual NPDES permit or coverage under an alternative NPDES general permit in accordance with OAC Rule 3745-38-02. Any interested person may petition the director to take action under this paragraph.

   The director will send written notification that an alternative NPDES permit is required. This notice shall include a brief statement of the reasons for this decision, an application

form and a statement setting a deadline for the operator to file the application. If an operator fails to submit an application in a timely manner as required by the director under this paragraph, then coverage, if in effect, under this permit is automatically terminated at the end of the day specified for application submittal.

2. Operators may request an individual NPDES permit. Any owner or operator eligible for this permit may request to be excluded from the coverage of this permit by applying for an individual permit. The owner or operator shall submit an individual application with reasons supporting the request to the director in accordance with the requirements of 40 CFR 122.26. If the reasons adequately support the request, the director shall grant it by issuing an individual NPDES permit.

3. When an individual NPDES permit is issued to an owner or operator otherwise subject to this permit or the owner or operator is approved for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit or the date of approval for coverage under the alternative general permit, whichever the case may be.

D. Permit requirements when portions of a site are sold

If an operator obtains a permit for a development, and then the operator (permittee) sells off lots or parcels within that development, permit coverage must be continued on those lots until a Notice of Termination (NOT) in accordance with Part IV.B is submitted. For developments which require the use of centralized sediment and erosion controls (i.e., controls that address stormwater runoff from one or more lots) for which the current permittee intends to terminate responsibilities under this permit for a lot after sale of the lot to a new owner and such termination will either prevent or impair the implementation of the controls and therefore jeopardize compliance with the terms and conditions of this permit, the permittee will be required to maintain responsibility for the implementation of those controls. For developments where this is not the case, it is the permittee's responsibility to temporarily stabilize all lots sold to individual lot owners unless an exception is approved in accordance with Part III.G.4. In cases where permit responsibilities for individual lot(s) will be terminated after sale of the lot, the permittee shall inform the individual lot owner of the obligations under this permit and ensure that the Individual Lot NOI application is submitted to Ohio EPA.

E. Authorization

1. Obtaining authorization to discharge. Operators that discharge stormwater associated with construction activity must submit an NOI application form and Stormwater Pollution Prevention Plan (SWP3) if located within the Big Darby Creek watershed or portions of the Olentangy watershed in accordance with the requirements of Part I.F of this permit to obtain authorization to discharge under this general permit. As required under OAC Rule 3745-38-02(E), the director, in response to the NOI submission, will notify the applicant in writing that he/she has or has not been granted general permit coverage to discharge stormwater associated with construction activity under the terms and conditions of this permit or that the applicant must apply for an individual NPDES permit or coverage under an alternate general NPDES permit as described in Part I.C.1.

2. No release from other requirements. No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or

regulations. Other permit requirements commonly associated with construction activities include, but are not limited to, section 401 water quality certifications, isolated wetland permits, permits to install sanitary sewers or other devices that discharge or convey polluted water, permits to install drinking water lines, single lot sanitary system permits and disturbance of land which was used to operate a solid or hazardous waste facility (i.e., coverage under this NPDES general permit does not satisfy the requirements of OAC Rule 3745-27-13 or ORC Section 3734.02(H)). The issuance of this permit is subject to resolution of an antidegradation review. This permit does not relieve the permittee of other responsibilities associated with construction activities such as contacting the Ohio Department of Natural Resources, Division of Water, to ensure proper well installation and abandonment of wells.

F. Notice of Intent Requirements

1. Deadlines for notification.

   a. Initial coverage: Operators who intend to obtain initial coverage for a stormwater discharge associated with construction activity under this general permit must submit a complete and accurate NOI application form, a completed Stormwater Pollution Prevention Plan (SWP3) for projects within the Big Darby Creek and portions of the Olentangy river watersheds and appropriate fee at least 21 days (or 45 days in the Big Darby Creek watershed and portions of the Olentangy watershed) prior to the commencement of construction activity. If more than one operator, as defined in Part VII of this general permit, will be engaged at a site, each operator shall seek coverage under this general permit prior to engaging in construction activities. Coverage under this permit is not effective until an approval letter granting coverage from the director of Ohio EPA is received by the applicant. Where one operator has already submitted an NOI prior to other operator(s) being identified, the additional operator shall request modification of coverage to become a co-permittee. In such instances, the co-permittees shall be covered under the same facility permit number. No additional permit fee is required.

   b. Individual lot transfer of coverage: Operators must each submit an individual lot notice of intent (Individual Lot NOI) application form (no fee required) to Ohio EPA at least seven days prior to the date that they intend to accept responsibility for permit requirements for their portion of the original permitted development from the previous permittee. Transfer of permit coverage is not granted until an approval letter from the director of Ohio EPA is received by the applicant.

2. Failure to notify. Operators who fail to notify the director of their intent to be covered and who discharge pollutants to surface waters of the state without an NPDES permit are in violation of ORC Chapter 6111. In such instances, Ohio EPA may bring an enforcement action for any discharges of stormwater associated with construction activity.

3. How to submit an NOI. Operators seeking coverage under this permit must submit a complete and accurate Notice of Intent (NOI) application using Ohio EPA's electronic application form which is available through the Ohio EPA eBusiness Center at: **https://ebiz.epa.ohio.gov/**. Submission through the Ohio EPA eBusiness Center will require establishing an Ohio EPA eBusiness Center account and obtaining a unique Personal Identification Number (PIN) for final submission of the NOI. Existing eBusiness

Center account holders can access the NOI form through their existing account and submit using their existing PIN. Please see the following link for guidance: **https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/electronic-business-services-sub/streams**. Alternatively, if you are unable to access the NOI form through the agency eBusiness Center due to a demonstrated hardship, the NOI may be submitted on a paper NOI form provided by Ohio EPA. NOI information shall be typed on the form. Please contact Ohio EPA, Division of Surface Water at (614) 644-2001 if you wish to receive a paper NOI form.

4. Additional notification. NOIs and SWP3s are considered public documents and shall be made available to the public in accordance with Part III.C.2. The permittee shall make NOIs and SWP3s available upon request of the director of Ohio EPA, local agencies approving sediment and erosion control plans, grading plans or stormwater management plans, local governmental officials, or operators of municipal separate storm sewer systems (MS4s) receiving drainage from the permitted site. Each operator that discharges to an NPDES permitted MS4 shall provide a copy of its Ohio EPA NOI submission to the MS4 in accordance with the MS4's requirements, if applicable.

5. Re-notification. Existing permittees having coverage under the previous generation of this general permit shall have continuing coverage under OHC000006 with the submittal of a timely renewal application. Within 180 days from the effective date of this permit, existing permittees shall submit the completed renewal application expressing their intent for continued coverage. In accordance with Ohio Administrative Code (OAC) 3745-38-02(E)(2)(a)(ii), a renewal application fee will not apply to existing permittees having general permit coverage issued on or after April 22, 2022. Permit coverage will be terminated if Ohio EPA does not receive the renewal application within this 180-day period.

Part II. NON-NUMERIC EFFLUENT LIMITATIONS

You shall comply with the following non-numeric effluent limitations for discharges from your site and/or from construction support activities. Part III of this permit contains the specific design criteria to meet the objectives of the following non-numeric effluent limitations. You shall develop and implement the SWP3 in accordance with Part III of this permit to satisfy these non-numeric effluent limitations.

A. Erosion and Sediment Controls. You shall design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls shall be designed, installed and maintained to:

1. Control stormwater volume and velocity within the site to minimize soil and stream erosion;

2. Control stormwater discharges, including both peak flowrates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and streambank erosion;

3. Minimize the amount of soil exposed during construction activity;

4. Minimize the disturbance of steep slopes;

5. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls shall address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;

6. If feasible, provide and maintain a 50-foot undisturbed natural buffer around surface waters of the state, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration. If it is infeasible to provide and maintain an undisturbed 50-foot natural buffer, you shall comply with the stabilization requirements found in Part II.B for areas within 50 feet of a surface water; and

7. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. Soil Stabilization. Stabilization of disturbed areas shall, at a minimum, be initiated in accordance with the time frames specified in the following tables.

Table 1: Permanent Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any areas that will lie dormant for one year or more	Within seven days of the most recent disturbance
Any areas within 50 feet of a surface water of the state and at final grade	Within two days of reaching final grade
Other areas at final grade	Within seven days of reaching final grade within that area

Table 2: Temporary Stabilization

Area requiring temporary stabilization	Time frame to apply erosion controls
Any disturbed areas within 50 feet of a surface water of the state and not at final grade	Within two days of the most recent disturbance if the area will remain idle for more than 14 days
Any disturbed areas that will be dormant for more than 14 days but less than one year, and not within 50 feet of a surface water of the state	Within seven days of the most recent disturbance within the area For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s).
Disturbed areas that will be idle over winter	Prior to the onset of winter weather

Where vegetative stabilization techniques may cause structural instability or are otherwise unobtainable, alternative stabilization techniques must be employed. Permanent and temporary stabilization are defined in Part VII.

C. Dewatering. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls.

D. Pollution Prevention Measures. Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented and maintained to:

1. Minimize the discharge of pollutants from equipment and vehicle washing, wheel washwater, and other washwaters. Washwaters shall be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;

2. Minimize the exposure of construction materials, products, and wastes; landscape materials, fertilizers, pesticides, and herbicides; detergents, sanitary waste and other materials present on the site to precipitation and to stormwater; and

3. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.

E. Prohibited Discharges. The following discharges are prohibited:

1. Wastewater from washout of concrete, unless managed by an appropriate control;

2. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;

3. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and

4. Soaps or solvents used in vehicle and equipment washing or all other waste water streams which could be subject to an individual NPDES permit (Part III.G.2.g).

F. Surface Outlets. When discharging from sediment basins utilize outlet structures that withdraw water from the surface, unless infeasible. (Note: Ohio EPA believes that the circumstances in which it is infeasible to design outlet structures in this manner are rare. Exceptions may include time periods with extended cold weather during winter months. If you have determined that it is infeasible to meet this requirement, you shall provide documentation in your SWP3 to support your determination.)

G. Post-Construction Stormwater Management Controls. So that receiving stream's physical, chemical and biological characteristics are protected, and stream functions are maintained, post-construction stormwater practices shall provide long-term management of runoff quality and quantity.

PART III. STORMWATER POLLUTION PREVENTION PLAN (SWP3)

A. Stormwater Pollution Prevention Plans.

A SWP3 shall be developed for each site covered by this permit. For a multi-phase construction project, a separate NOI shall be submitted when a separate SWP3 will be prepared for subsequent phases. SWP3s shall be prepared in accordance with sound engineering and/or conservation practices by a professional experienced in the design and implementation of standard erosion and sediment controls and stormwater management practices addressing all phases of construction. The SWP3 shall clearly identify all activities which are required to be

authorized under Section 401 and subject to an antidegradation review. The SWP3 shall identify potential sources of pollution which may reasonably be expected to affect the quality of stormwater discharges associated with construction activities. The SWP3 shall be a comprehensive, stand-alone document, which is not complete unless it contains the information required by Part III.G of this permit. In addition, the SWP3 shall describe and ensure the implementation of best management practices (BMPs) that reduce the pollutants and impact of stormwater discharges during construction and pollutants associated with the post-construction land use to ensure compliance with ORC Section 6111.04, OAC Chapter 3745-1 and the terms and conditions of this permit.

B. Timing.

An acceptable SWP3 shall be completed and submitted to the applicable regulated MS4 entity (for projects constructed entirely within a regulated MS4 area) prior to the timely submittal of an NOI. Projects within the Big Darby Creek and portions of the Olentangy watersheds must submit a SWP3 with the NOI. The SWP3 shall be updated in accordance with Part III.D. Submission of a SWP3 does not constitute review and approval on the part of Ohio EPA. Upon request and good cause shown, the director may waive the requirement to have a SWP3 completed at the time of NOI submission. If a waiver has been granted, the SWP3 must be completed prior to the initiation of construction activities. The SWP3 must be implemented upon initiation of construction activities.

In order to continue coverage from the previous generations of this permit, the permittee shall review and update the SWP3 to ensure that this permit's requirements are addressed within 180 days after the effective date of this permit. If it is infeasible for you to comply with a specific requirement in this permit because (1) the provision was not part of the permit you were previously covered under, and (2) because you are prevented from compliance due to the nature or location of earth disturbances that commenced prior to the effective date of this permit, you shall include documentation within your SWP3 of the reasons why it is infeasible for you to meet the specific requirement.

Examples of OHC000006 permit conditions that would be infeasible for permittees renewing coverage to comply with include:

- OHC000006 post-construction requirements, for projects that obtained NPDES construction stormwater coverage and started construction activities prior to the effective date of this permit;

- OHC000006 post-construction requirements, for multi-phase development projects with an existing regional post-construction BMP issued under previous NPDES post-construction requirements. This only applies to construction sites authorized under Ohio EPA's Construction Stormwater Permits issued after April 20, 2003; or

- Case-by-case situations approved by the Director.

C. SWP3 Signature and Review.

1. Plan Signature and Retention On-Site. The SWP3 shall include the certification in Part V.H, be signed in accordance with Part V.G., and be retained on site during working hours.

2. Plan Availability

   a. On-site: The plan shall be made available immediately upon request of the director or his authorized representative and MS4 operators or their authorized representative during working hours. A copy of the NOI and letter granting permit coverage under this general permit also shall be made available at the site. The NOI and letter granting permit coverage may be maintained electronically under the condition that they can be immediately produced on-site upon request. The SWP3 may be prepared, signed, and kept electronically, rather than in paper form, if the records are: (a) in a format that can be read in a similar manner as a paper record; (b) legally dependable with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be, if the records were stored in paper form. For additional guidance on the proper practices to follow for the electronic retention of inspection report records, refer to this general permit's Fact Sheet at https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/storm-water-discharges-from-small-and-large-construction-activities--general-permit

   b. By written request: The permittee must provide the most recent copy of the SWP3 within 7 days upon written request by any of the following:

      i. The director or the director's authorized representative;

      ii. A local agency approving sediment and erosion plans, grading plans or stormwater management plans; or

      iii. In the case of a stormwater discharge associated with construction activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the operator of the system.

   c. To the public: All NOIs, general permit approval for coverage letters, and SWP3s are considered reports that shall be available to the public in accordance with the Ohio Public Records law. The permittee shall make documents available to the public upon request or provide a copy at public expense, at cost, in a timely manner. However, the permittee may claim to Ohio EPA any portion of an SWP3 as confidential in accordance with Ohio law.

3. Plan Revision. The director or authorized representative may notify the permittee at any time that the SWP3 does not meet one or more of the minimum requirements of this part. Within 10 days after such notification from the director or authorized representative (or as otherwise provided in the notification), the permittee shall make the required changes to the SWP3 and shall submit to Ohio EPA the revised SWP3 or a written certification that the requested changes have been made.

D. Amendments.

The permittee shall amend the SWP3 whenever there is a change in design, construction, operation or maintenance, which has a significant effect on the potential for the discharge of pollutants to surface waters of the state or if the SWP3 proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with

construction activity. Amendments to the SWP3 may be reviewed by Ohio EPA in the same manner as Part III.C.

E. Duty to inform contractors and subcontractors.

The permittee shall inform all contractors and subcontractors not otherwise defined as "operators" in Part VII of this general permit who will be involved in the implementation of the SWP3 of the terms and conditions of this general permit. The permittee shall maintain a written document containing the signatures of all contractors and subcontractors involved in the implementation of the SWP3 as proof acknowledging that they reviewed and understand the conditions and responsibilities of the SWP3. For contactors and subcontractors which do not meet the definition of an operator, the written document shall be created and signatures shall be obtained prior to commencement of each contractors/subcontractors work.

F. Total Maximum Daily Load (TMDL) allocations.

If a TMDL is approved for any waterbody into which the permittee's site discharges and requires specific BMPs for construction sites, the director may require the permittee to revise his/her SWP3. Specific conditions have been provided in Appendix A (for the Big Darby Creek Watershed) and Appendix B (for portions of the Olentangy river watershed).

G. SWP3 Requirements.

Operations that discharge stormwater from construction activities are subject to the following requirements and the SWP3 shall include the following items:

1. Site description. Each SWP3 shall provide:

    a. A description of the nature and type of the construction activity (e.g., low density residential, shopping mall, highway, etc.);

    b. Total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavation, filling or grading, including off-site borrow areas);

    c. A measure of the impervious area and percent imperviousness created by the construction activity (existing, new and total impervious area after construction);

    d. Stormwater calculations, including the volumetric runoff coefficients for both the pre-construction and post- construction site conditions, and resulting water quality volume; design details for post-construction stormwater facilities and pretreatment practices such as contributing drainage areas, capacities, elevations, outlet details and drain times shall be included in the SWP3; and if applicable, explanation of the use of existing post-construction facilities. Ohio EPA recommends the use of data sheets (see Ohio's Rainwater and Land Development manual and Ohio EPA resources for examples);

    e. Existing data describing the soil and, if available, the quality of any discharge from the site;

f. A description of prior land uses at the site;

g. A description of the condition of any on-site streams (e.g. prior channelization, bed instability or headcuts, channels on public maintenance, or natural channels);

h. A BMP implementation schedule which describes the sequence of major construction operations (i.e., designation of vegetative preservation areas, grubbing, excavating, grading, utilities, infrastructure installation and others) and the implementation of erosion, sediment and stormwater management practices or facilities to be employed during each operation of the sequence;

i. The name and/or location of the immediate receiving stream or surface water(s) and the first subsequent named receiving water(s) and the areal extent and description of wetlands or other special aquatic sites at or near the site which will be disturbed, or which will receive discharges from disturbed areas of the project. For discharges to an MS4, the point of discharge to the MS4 and the location where the MS4 ultimately discharges to a stream or surface water of the state shall be indicated;

j. For subdivided developments, a detail drawing of individual parcels with their erosion, sediment or stormwater control practices and/or a typical individual lot showing standard individual lot erosion and sediment control practices.

   A typical individual lot drawing does not remove the responsibility to designate specific erosion and sediment control practices in the SWP3 for critical areas such as steep slopes, stream banks, drainage ways and riparian zones;

k. Location and description of any stormwater discharges associated with dedicated asphalt and dedicated concrete plants covered by this permit and the best management practices to address pollutants in these stormwater discharges;

l. A cover page or title identifying the name and location of the site, the name and contact information of all construction site operators, the name and contact information for the person responsible for authorizing and amending the SWP3, preparation date, and the estimated dates that construction will start and be complete;

m. A log documenting grading and stabilization activities as well as amendments to the SWP3, which occur after construction activities commence; and

n. Site map showing:

   i. Limits of earth-disturbing activity of the site including associated off-site borrow or spoil areas that are not addressed by a separate NOI and associated SWP3;

   ii. Soils types for all areas of the site, including locations of unstable or highly erodible and/or known contaminated soils;

iii. Existing and proposed contours. A delineation of drainage watersheds expected during and after major grading activities as well as the size of each drainage watershed, in acres;

iv. The location of any delineated boundary for required riparian setbacks;

v. Conservation easements or areas designated as open space, preserved vegetation or otherwise protected from earth disturbing activities. A description of any associated temporary or permanent fencing or signage;

vi. Surface water locations including springs, wetlands, streams, lakes, water wells, etc., on or within 200 feet of the site, including the boundaries of wetlands or stream channels and first subsequent named receiving water(s) the permittee intends to fill or relocate for which the permittee is seeking approval from the Army Corps of Engineers and/or Ohio EPA;

vii. Existing and planned locations of buildings, roads, parking facilities and utilities;

viii. The location of all erosion and sediment control practices, including the location of areas likely to require temporary stabilization during site development;

ix. Sediment traps and basins noting their sediment storage and dewatering (detention) volume and contributing drainage area. Ohio EPA recommends the use of data sheets (see Ohio EPA's Rainwater and Land Development manual and website for examples) to provide data for all sediment traps and basins noting important inputs to design and resulting parameters such as their contributing drainage area, disturbed area, detention volume, sediment storage volume, practice surface area, dewatering time, outlet type and dimensions;

x. The location of permanent stormwater management practices (new and existing) including pretreatment practices to be used to control pollutants in stormwater after construction operations have been completed along with the location of existing and planned drainage features including catch basins, culverts, ditches, swales, surface inlets and outlet structures;

xi. Areas designated for the storage or disposal of solid, sanitary and toxic wastes, including dumpster areas, areas designated for cement truck washout, and vehicle fueling;

xii. The location of designated construction entrances where the vehicles will access the construction site; and

xiii. The location of any areas of proposed floodplain fill, floodplain excavation, stream restoration or known temporary or permanent stream crossings.

2. Controls. In accordance with Part II.A, the SWP3 shall contain a description of the controls appropriate for each construction operation covered by this permit and the operator(s) shall implement such controls. The SWP3 shall clearly describe for each major construction activity identified in Part III.G.1.h: (a) appropriate control measures and the general timing (or sequence) during the construction process that the measures will be implemented; and (b) which contractor is responsible for implementation (e.g., contractor A will clear land and install perimeter controls and contractor B will maintain perimeter controls until final stabilization). The SWP3 shall identify the subcontractors engaged in activities that could impact stormwater runoff. The SWP3 shall contain signatures from all of the identified subcontractors indicating that they have been informed and understand their roles and responsibilities in complying with the SWP3. Ohio EPA recommends that the primary site operator review the SWP3 with the primary contractor prior to commencement of construction activities and keep a SWP3 training log to demonstrate that this review has occurred.

   Ohio EPA recommends that the erosion, sediment, and stormwater management practices used to satisfy the conditions of this permit should meet the standards and specifications in the most current edition of Ohio's Rainwater and Land Development (see definitions) manual or other standards acceptable to Ohio EPA. The controls shall include the following minimum components:

   a. Preservation Methods. The SWP3 shall make use of practices which preserve the existing natural condition as much as feasible. Such practices may include: preserving existing vegetation, vegetative buffer strips, and existing soil profile and topsoil; phasing of construction operations to minimize the amount of disturbed land at any one time; and designation of tree preservation areas or other protective clearing or grubbing practices. For all construction activities immediately adjacent to surface waters of the state, the permittee shall comply with the buffer non-numeric effluent limitation in Part II.A.6, as measured from the ordinary high water mark of the surface water. Ohio EPA strongly recommends that 50-foot buffers be maintained around surface waters, including wetlands.

   b. Erosion Control Practices. The SWP3 shall make use of erosion controls that provide cover over disturbed soils unless an exception is approved in accordance with Part III.G.4. A description of control practices designed to re-establish vegetation or suitable cover on disturbed areas after grading shall be included in the SWP3. The SWP3 shall provide specifications for stabilization of all disturbed areas of the site and provide guidance as to which method of stabilization will be employed for any time of the year. Such practices may include: temporary seeding, permanent seeding, mulching, matting, sod stabilization, vegetative buffer strips, phasing of construction operations, use of construction entrances and the use of alternative ground cover.

      i. **Stabilization.** Disturbed areas shall be stabilized in accordance with Table 1 (Permanent Stabilization) and Table 2 (Temporary Stabilization) in Part II.B of this permit.

      ii. **Permanent stabilization of conveyance channels**. Operators shall undertake special measures to stabilize channels and outfalls and prevent erosive flows. Measures may include seeding, dormant seeding

(as defined in the most current edition of the Rainwater and Land Development manual), mulching, erosion control matting, sodding, riprap, natural channel design with bioengineering techniques or rock check dams.

c. Runoff Control Practices. The SWP3 shall incorporate measures which control the flow of runoff from disturbed areas so as to prevent erosion from occurring. Such practices may include rock check dams, pipe slope drains, diversions to direct flow away from exposed soils and protective grading practices. These practices shall divert runoff away from disturbed areas and steep slopes where practicable. Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to provide non-erosive flow velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

d. Sediment Control Practices. The plan shall include a description of structural practices that shall store runoff allowing sediments to settle and/or divert flows away from exposed soils or otherwise limit runoff from exposed areas. Structural practices shall be used to control erosion and trap sediment from a site remaining disturbed for more than 14 days. Such practices may include, among others: sediment settling ponds, sediment barriers, earth diversion dikes or channels which direct runoff to a sediment settling pond and storm drain inlet protection. All sediment control practices must be capable of ponding runoff in order to be considered functional. Earth diversion dikes or channels alone are not considered a sediment control practice unless those are used in conjunction with a sediment settling pond.

The SWP3 shall contain detail drawings for all structural practices.

i. **Timing.** Sediment control structures shall be functional throughout the course of earth disturbing activity. Sediment basins and perimeter sediment barriers shall be implemented prior to grading and within seven days from the start of grubbing. They shall continue to function until the upslope development area is stabilized with permanent cover. As construction progresses and the topography is altered, appropriate controls shall be constructed, or existing controls altered to address the changing drainage patterns.

ii. **Sediment settling ponds.** A sediment settling pond is required for any one of the following conditions:

- Concentrated or collected stormwater runoff (e.g., storm sewer or ditch);
- Runoff from drainage areas, which exceed the design capacity of silt fence or other sediment barriers; or
- Runoff from drainage areas that exceed the design capacity of inlet protection.

The permittee may request approval from Ohio EPA to use alternative controls if the permittee can demonstrate the alternative controls are equivalent in effectiveness to a sediment settling pond.

In accordance with Part II.F, if feasible, sediment settling ponds shall be dewatered at the pond surface using a skimmer or equivalent device. The sediment settling pond volume consists of both a dewatering zone and a sediment storage zone. The volume of the dewatering zone shall be a minimum of 1800 cubic feet (ft^3) per acre of drainage (67 yd^3/acre) with a minimum 48-hour drain time. The volume of the sediment storage zone shall be calculated by one of the following methods:

Method 1: The volume of the sediment storage zone shall be 1000 ft^3 per disturbed acre within the watershed of the basin. OR

Method 2: The volume of the sediment storage zone shall be the volume necessary to store the sediment as calculated with RUSLE or a similar generally accepted erosion prediction model.

Accumulated sediment shall be removed from the sediment storage zone once it exceeds 50 percent of the minimum required sediment storage design capacity and prior to the conversion to the post-construction practice unless suitable storage is demonstrated based upon over-design. When determining the total contributing drainage area, off-site areas and areas which remain undisturbed by construction activity shall be included unless runoff from these areas is diverted away from the sediment settling pond and is not co-mingled with sediment-laden runoff. The depth of the dewatering zone shall be less than or equal to five feet. The configuration between inlets and the outlet of the basin shall provide at least two units of length for each one unit of width (≥ 2:1 length:width ratio); however, a length to width ratio of 4:1 is recommended. When designing sediment settling ponds, the permittee shall consider public safety, especially as it relates to children, as a design factor for the sediment basin and alternative sediment controls shall be used where site limitations would preclude a safe design. Combining multiple sediment and erosion control measures in order to maximize pollutant removal is encouraged.

iii. **Sediment Barriers and Diversions.** Sheet flow runoff from denuded areas shall be intercepted by sediment barriers or diverted to a sediment pond to protect adjacent properties and water resources from sediment transported via sheet flow. Where intended to provide sediment control, sediment barriers shall be placed on a level contour downslope of the disturbed area. For most applications, standard silt fence or a 12-inch diameter tubular filter may be used as a sediment barrier. The relationship between the maximum drainage area to sediment barrier for a particular slope range is shown in the following table:

Table 3 Sediment Barrier Maximum Drainage Area Based on Slope

Maximum drainage area (in acres) to 100 linear feet of sediment barrier	Range of slope for a particular drainage area (in percent)
0.5	< 2%
0.25	≥ 2% but < 20%
0.125	≥ 20% but < 50%

Placing sediment barriers in a parallel series does not extend the size of the drainage area. Stormwater diversion practices shall be used to keep runoff away from disturbed areas and steep slopes where practicable. Diversion practices, which include swales, dikes or berms, may receive stormwater runoff from areas up to 10 acres.

iv. **Inlet Protection.** Other erosion and sediment control practices shall minimize sediment laden water entering active storm drain systems. All inlets receiving runoff from drainage areas of one or more acres will require a sediment settling pond.

v. **Surface Waters of the State Protection.** If construction activities disturb areas adjacent to surface waters of the state, structural practices shall be designed and implemented on site to protect all adjacent surface waters of the state from the impacts of sediment runoff. No structural sediment controls (e.g., the installation of silt fence or a sediment settling pond) shall be used in a surface water of the state. For all construction activities immediately adjacent to surface waters of the state, the permittee shall comply with the buffer non-numeric effluent limitation in Part II.A.6, as measured from the ordinary high water mark of the surface water. Where impacts within this buffer area are unavoidable, due to the nature of the construction (e.g., stream crossings for roads or utilities), the project shall be designed such that the number of stream crossings and the width of the disturbance within the buffer area are minimized.

vi. **Modifying Controls**. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the permittee shall replace or modify the control for site conditions.

e. Post-Construction Stormwater Management Requirements. So that receiving stream's physical, chemical and biological characteristics are protected, and stream functions are maintained, post-construction stormwater practices shall provide long-term management of runoff quality and quantity. To meet the post-construction requirements of this permit, the SWP3 shall contain a description of the post-construction BMPs that will be installed during construction for the site and the rationale for their selection. The rationale shall address the anticipated impacts on the channel and floodplain morphology, hydrology, and water quality. Post-construction BMPs cannot be installed within a surface water of the state (e.g., wetland or stream) unless it is authorized by a CWA 401 water quality certification, CWA 404 permit, or Ohio EPA non-jurisdictional wetland/stream program approval. Note: local jurisdictions may have more stringent post-construction requirements.

i. Operation and Maintenance Plans. Detail drawings and maintenance plans shall be provided for all post-construction BMPs in the SWP3. Maintenance plans shall be provided by the permittee to the post-construction operator of the site (including homeowner associations) upon completion of construction activities (prior to termination of permit coverage). Maintenance plans shall ensure that pollutants collected within structural post-construction practices are disposed of in accordance with

local, state, and federal regulations. To ensure that stormwater management systems function as designed and constructed, the post-construction operation and maintenance plan shall be a stand-alone document which contains:

1) a designated entity for stormwater inspection and maintenance responsibilities;
2) the routine and non-routine maintenance tasks to be undertaken;
3) a schedule for inspection and maintenance;
4) any necessary legally binding maintenance easements and agreements;
5) construction drawings or excerpts showing the plan view, profile and details of the outlet(s);
6) a map showing all access and maintenance easements; and
7) for table 4a/4b practices, provide relevant elevations and associated volumes that dictate when removal of accumulated sediments must occur.

Permittees are responsible for assuring all post-construction practices meet plan specifications and intended post-construction conditions have been met (e.g., sediment removed from, and sediment storage restored to, permanent pools, sediment control outlets removed and replaced with permanent post-construction discharge structures, and all slopes and drainageways permanently stabilized), but are not responsible under this permit for operation and maintenance of post-construction practices once coverage under this permit is terminated.

ii. Point Source Dischargers. Post-construction stormwater BMPs that discharge pollutants from point sources once construction is completed may in themselves need authorization under a separate NPDES permit (one example is stormwater discharges from regulated industrial sites).

iii. No Impervious Surface. Construction activities that do not include the installation of any impervious surface (e.g., park lands), abandoned mine land reclamation activities regulated by the Ohio Department of Natural Resources, stream and wetland restoration activities, and wetland mitigation activities are not required to comply with the conditions of Part III.G.2.e of this permit. Linear construction projects (e.g., pipeline or utility line installation) which do not result in the installation of additional impervious surface are not required to comply with the conditions of Part III.G.2.e of this permit. However, linear construction projects shall be designed to minimize the number of stream crossings and the width of disturbance, and to achieve final stabilization of the disturbed area as defined in Part VII.M.1.

iv. Post-Construction BMPs. For all construction activities that will disturb two or more acres of land or will disturb less than two acres that are part of a larger common plan of development or sale which will disturb two or more acres of land, the post construction BMP(s) chosen shall be able to manage stormwater runoff for protection of stream channels, stream stability, and water quality. The BMP(s) chosen must be compatible with

site and soil conditions. Structural post-construction stormwater treatment practices shall be incorporated into the permanent drainage system for the site. The BMP(s) chosen must be sized to treat the water quality volume (WQ_v) and ensure compliance with Ohio's Water Quality Standards in OAC Chapter 3745-1. The WQ_v shall be equivalent to the volume of runoff from a 0.90-inch rainfall and shall be determined using the following equations:

$$WQ_v = Rv * P * A / 12 \qquad \text{(Equation 1)}$$

where:
WQ_v = water quality volume in acre-feet
Rv = the volumetric runoff coefficient calculated using equation 2
P = 0.90 inch precipitation depth
A = area draining into the BMP in acres

$$Rv = 0.05 + 0.9i \qquad \text{(Equation 2)}$$

where i = fraction of post-construction impervious surface

Ohio EPA recommends BMPs be designed according to the methodology described in the most current edition of the Rainwater and Land Development manual or in another design manual acceptable for use by Ohio EPA and in accordance with ORC Chapter 4733.

The BMPs listed in Tables 4a and 4b below are considered standard BMPs approved for general use. However, communities with a regulated MS4 may limit the use of some of these BMPs. BMPs shall be designed such that the drain time is long enough to provide treatment but short enough to provide storage for successive rainfall events and avoid the creation of nuisance conditions. The outlet structure for the post-construction BMP shall not discharge more than the first half of the WQv in less than one-third of the minimum drain time listed in Table 4a. The WQv is the volume of stormwater runoff that must be detained by a post-construction practice as specified by the most recent edition of the Rainwater and Land Development manual.

Post-construction practices shall be sized to treat 100% of the WQv associated with their contributing drainage area. If there is an existing post-construction BMP that treats runoff from the disturbed area and the BMP meets the post-construction requirements of this permit, no additional post-construction BMP will be required. A regional stormwater BMP may be used to meet the post-construction requirement if: (1) the BMP meets the design requirements for treating the WQv; and (2) a legal agreement is established through which the regional BMP owner or operator agrees to provide this service in the long term. Design information for such facilities such as contributing drainage areas, capacities, elevations, outlet details and drain times shall be included in the SWP3.

Table 4a Extended Detention Post-Construction Practices with Minimum Drain Times

Extended Detention Practices	Minimum Drain Time of WQv
Wet Extended Detention Basin[1,2,3]	24 hours
Extended Detention Constructed Wetland[1, 3]	24 hours
Dry Extended Detention Basin with Forebay and Micropool[1,3,4]	48 hours
Permeable Pavement – Extended Detention[1]	24 hours
Underground Storage Facility– Extended Detention[1,5]	24 hours
Sand Filter - Extended Detention[1, 6]	24 hours

Notes:
1. The outlet structure shall not discharge more than the first half of the WQv in less than one-third of the minimum drain time.
2. Provide a permanent pool with a minimum volume equal to the WQv and an extended detention volume above the permanent pool equal to the WQv.
3. An additional volume equal to 20 percent of the WQ_v shall be incorporated into the BMP for sediment storage.
4. Dry extended detention basins must include a forebay and a micropool each sized at a minimum of 0.1 x WQv and a protected outlet, or include acceptable pretreatment and a protected outlet.
5. Underground storage must have pretreatment for removal of suspended sediments included in the design and documented in the SWP3. This pretreatment shall concentrate sediment in a location where it can be readily removed. For non-infiltrating, underground extended detention systems, pretreatment shall be at least 50% effective at capturing total suspended solids according to the testing protocol established in the Alternative Post-Construction BMP Testing Protocol.
6. The WQv ponding area shall completely empty between 24 and 72 hours.

Table 4b Infiltration Post-Construction Practices with Maximum Drain Times

Infiltration Practices	Maximum Drain Time of WQv
Bioretention [1,2,3]	24 hours
Infiltration Basin[2,3]	24 hours
Infiltration Trench[3,4]	48 hours
Permeable Pavement – Infiltration[3]	48 hours
Underground Storage Facility – Infiltration[3,4,5]	48 hours

Notes:
1. Bioretention soil media shall have a permeability of approximately 1 – 5 in/hr. Meeting the soil media specifications in the Rainwater and Land Development manual is considered compliant with this requirement. Bioretention cells must have underdrains unless in-situ conditions allow for the WQv (surface ponding) plus the bioretention soil (to a depth of 24 inches) to drain completely within 48 hours.
2. Infiltrating practices with the WQv stored aboveground (bioretention, infiltration basin) shall fully drain the WQv within 24 hours to minimize nuisance effects of standing water and to promote vigorous communities of appropriate vegetation.
3. The SWP3 shall demonstrate the design infiltration rate values are derived from site-specific measurements obtained through field tests of the in-situ soil for practices designed to infiltrate the WQv.
4. Subsurface practices designed to fully infiltrate the WQv (infiltration trench, permeable pavement with infiltration, underground storage with infiltration) shall empty within 48 hours to recover storage for subsequent storm events.
5. Underground storage systems with infiltration must have adequate pretreatment of suspended sediments included in the design and documented in the SWP3 in order to minimize clogging of the infiltrating surface. Pretreatment shall concentrate sediment in a location where it can be readily removed. Examples include media filters situated

upstream of the storage or other suitable alternative approved by Ohio EPA. For infiltrating underground systems, pretreatment shall be at least 80% effective at capturing total suspended solids according to the testing protocol established in the Alternative Post-Construction BMP Testing Protocol.

v. Small Construction Activities. For all construction activities authorized under this permit which result in a disturbance less than 2 acres, a post-construction practice shall be used to treat stormwater runoff for pollutants and to reduce adverse impacts on receiving waters. The applicant must provide a justification in the SWP3 why the use of table 4a and 4b practices or runoff reduction practice are not feasible. The justification must address limiting factors which would prohibit the project going forward should table 4a and 4b practices be required. Please note that practices selected will require approval from the regulated MS4.

vi. Transportation Projects. The construction of new roads and roadway improvement projects by public entities (i.e., the state, counties, townships, cities, or villages) and the construction of publicly accessible, non-vehicular (i.e., pedestrian or shared-use) paths by public entities or non-governmental, non-profit organizations may implement post-construction BMPs in compliance with the current version (as of the effective date of this permit) of the Ohio Department of Transportation's "Location and Design Manual, Volume Two Drainage Design" that has been accepted by Ohio EPA as an alternative to the conditions of this permit.

vii. Offsite Mitigation of Post-Construction. Ohio EPA may authorize the offsite mitigation of the post-construction requirements of Part III.G.2.e of this permit on a case by case basis provided the permittee clearly demonstrates the BMPs listed in Tables 4a and 4b are not feasible and the following criteria are met: (1) a maintenance agreement or policy is established to ensure operations and treatment long-term; (2) the offsite location discharges to the same HUC-12 watershed unit; and (3) the mitigation ratio of the WQv is 1.5 to 1 or the WQv at the point of retrofit, whichever is greater. Requests for offsite mitigation must be received prior to receipt of the NOI application.

viii. Previously Developed Areas. Ohio EPA encourages the redevelopment of untreated impervious areas through a reduction of the WQv treatment requirement. For an untreated previously developed area, one or a combination of the following two conditions shall be met:

- A 20 percent net reduction of the site's volumetric runoff coefficient through impervious area reduction with soil restoration or replacing impervious roof area with green roof area (for these purposes green roofs shall be considered pervious surface) or
- Treatment of a portion of the site using a practice meeting Table 4a/4b criteria for which the WQv (see Equation 1) equals or exceeds the WQv_R determined with the following equation:

$$WQv_R = P * A * [(Rv_1*0.2) + (Rv_2 - Rv_1)] / 12 \quad \text{(Equation 3)}$$

where

WQv_R = Redevelopment Water Quality Volume in acre-feet
P = 0.90 inches
A = disturbed area in acres
Rv_1 = volumetric runoff coefficient for existing (current site) conditions within the disturbed area
Rv_2 = volumetric runoff coefficient for proposed (post-construction site) conditions within the disturbed area

and is located to treat impervious areas most likely to generate the highest pollutant load, such as parking lots or roadways.

This section does not apply to previous development that was obligated to obtain CGP coverage and provide management of the WQv under previous generations of this general permit (i.e., after April 21, 2003).

ix. Runoff Reduction Practices. The size of structural post-construction practices used to capture and treat the WQv can be reduced by incorporating runoff reducing practices into the design of the site's drainage system. The approach to calculate and document runoff reduction is detailed in the Rainwater and Land Development Manual. BMP-specific runoff reduction volumes are set by specifications in the Rainwater and Land Development Manual for the following practices:

- Impervious surface disconnection
- Rainwater harvesting
- Bioretention
- Infiltration basin
- Infiltration trench
- Permeable pavement with infiltration
- Underground storage with infiltration
- Grass swale
- Sheet flow to filter strip
- Sheet flow to conservation area

A runoff reduction approach may be used to meet the groundwater recharge requirements in the Big Darby Creek Watershed. The runoff reduction practices used for groundwater recharge may be used to reduce the WQv requirement, see appendix A for details on groundwater recharge requirements.

In order to promote the implementation of green infrastructure, the Director may consider the use of runoff reducing practices to demonstrate compliance with Part III.G.2.e of this permit for areas of the site not draining into a common drainage system of the site, e.g., sheet flow from

perimeter areas such as the rear yards of residential lots, low density development scenarios, or where the permittee can demonstrate that the intent of pollutant removal and stream protection, as required in Part III.G.2.e of this permit is being addressed through non-structural post-construction BMPs based upon review and approval by Ohio EPA.

x. Use of Alternative Post-Construction BMPs. This permit does not preclude the use of innovative or experimental post-construction stormwater management technologies. Permittees shall request approval from Ohio EPA to use alternative post-construction BMPs on a case-by-case basis. The permittee shall submit an application (form maintained on the Ohio EPA Website) to Ohio EPA for any proposed alternative post-construction BMP and secure any approval from Ohio EPA before permittees submit an NOI for permit coverage. Where the development project is located within a regulated municipal separate storm sewer system (MS4) community, the use of an alternative practice requires pre-approval by the MS4 before submittal of the application to Ohio EPA. Ohio EPA requires that approvals for alternative post-construction BMPs are finalized.

To use an alternative post-construction BMP, the permittee must demonstrate that use of a BMP listed in Tables 4a and 4b is not feasible and the proposed alternative post-construction BMP meets the following three criteria:

a. Alternative post-construction BMPs must be capable of providing sustained, long-term treatment of stormwater. It must be durable and maintainable in accordance with industry standards.

b. Alternative post-construction BMPs shall previously have been tested to confirm stormwater treatment efficacy equivalent to those BMPs listed in Tables 4a and 4b using the protocol described in this permit. BMP testing may include laboratory testing, field testing, or both. For an alternative BMP to be acceptable, the test results must demonstrate that the minimum treatment rate is 80% TSS removal at the design flow rate for laboratory tested BMP. Field test results must demonstrate the minimum treatment rate is 80% TSS removal for influent concentrations equal to or greater than 100 mg/L TSS. If the influent concentration to the proposed alternative BMP is less than 100 mg/L TSS in the field, then the BMP must achieve an average effluent concentration less than or equal to 20 mg/L TSS.

c. The discharge rate from the proposed alternative practice shall be reduced to prevent stream bed erosion and protect the physical and biological stream integrity unless there will be negligible hydrological impact to the receiving surface water of the state. Discharge rate is considered to have a negligible impact if the permittee can demonstrate that the entire WQv is recharged to groundwater, the larger common plan of development or sale will create less than one acre of impervious surface or the stormwater drainage system of the

development discharges directly into a large river with drainage area equal to 100 square miles or larger upstream of the development site or to a lake where the development area is less than 5 percent of the watershed area, unless a TMDL has identified water quality problems into the receiving surface waters of the state. If the conditions above that minimize the potential for hydrological impact to the receiving surface water of the state do not exist, then the alternative post-construction BMP must prevent stream erosion by reducing the flow rate from the WQV. In such cases, discharge of the WQV must be controlled. A second stormwater BMP that provides extended detention of the WQv may be needed to meet the post-construction criteria.

Alternative BMPs that utilize treatment processes such as filtering or centrifugal separation, rather than a detention and settling volume, must be designed to ensure treatment of 90 percent of the average annual runoff volume. For the design of these BMPs, the water quality flow rate (WQF) shall be determined utilizing the Rational Method (Equation 4) with an intensity (i) appropriate for the water quality precipitation event. This intensity shall be calculated using the table given in Appendix C.

$$WQF = C * i * A \qquad \text{(Equation 4)}$$

Where

WQF = water quality flow rate in cubic feet per second (cfs)
C = rational method runoff coefficient
i = intensity (in/hr)
A = area draining to the BMP (acres)

xi. Alternative Post-Construction BMP Testing Protocol. For laboratory testing, the alternative BMP shall be tested using sediment with a specific gravity of 2.65, a particle size distribution closely matching the distribution shown in Table 5, and total suspended sediment (TSS) concentrations within 10% of 200 mg/L (180 mg/L – 220 mg/L TSS).

Table 5 Particle Size Distribution for Testing Alternative Post-Construction BMPs

Particle Size (microns)	Percent Finer (%)
1,000	100
500	95
250	90
150	75
100	60
75	50
50	45
20	35
8	20
5	10
2	5

- For field testing, the alternative BMP shall be tested using stormwater runoff from the field, not altered by adding aggregate or subjecting to unusually high sediment loads such as those from unstabilized construction disturbance. The stormwater runoff used for field testing shall be representative of runoff from the proposed installation site for the alternative BMP after all construction activities have ceased and the ground has been stabilized. The influent and effluent TSS concentrations of stormwater runoff must be collected in the field.

- Testing of alternative post-construction BMPs shall be performed or overseen by a qualified independent, third-party testing organization;

- Testing shall demonstrate the maximum flow rate at which the alternative post-construction BMP can achieve the necessary treatment efficacy, including consideration for the potential of sediment resuspension;

- Testing shall demonstrate the maximum volume of sediment and floatables that can be collected in the alternative post-construction BMP before pollutants must be removed to maintain 80% treatment efficacy;

- Testing shall indicate the recommended maintenance frequency and maintenance protocol to ensure ongoing performance of the alternative post-construction BMP.

The alternative post-construction BMP testing protocol described in this section is similar to testing requirements specified by the New Jersey Department of Environmental Protection (NJDEP) for stormwater Manufactured Treatment Devices (MTD) and therefore testing results certified by NJDEP shall be accepted by Ohio EPA. For a list of BMPs that have been certified by NJDEP, see the website: **www.njstormwater.org**.

Another nationally recognized stormwater product testing procedure is the Technology Assessment Protocol – Ecology (TAPE) administered by the State of Washington, Department of Ecology. Testing results for a proposed alternative post-construction BMPcertified by TAPE under their general use designation and basic treatment category shall be accepted by Ohio EPA. The State of Washington, Department of Ecology website is **https://ecology.wa.gov/**.

Alternative post-construction BMPs may include, but are not limited to: vegetated swales, vegetated filter strips, hydrodynamic separators, high-flow media filters, cartridge filters, membrane filters, subsurface flow wetlands, multi-chamber treatment trains, road shoulder media filter drains, wetland channels, rain barrels, green roofs, and rain gardens. The Director may also consider non-structural post-construction approaches.

f. Surface Water Protection. If the project site contains any streams, rivers, lakes, wetlands or other surface waters, certain construction activities at the site may be regulated under the CWA and/or state isolated wetland permit requirements. Sections 404 and 401 of the Act regulate the discharge of dredged or fill material into surface waters and the impacts of such activities on water quality, respectively. Construction activities in surface waters which may be subject to CWA regulation and/or state isolated wetland permit requirements include, but are not limited to: sewer line crossings, grading, backfilling or culverting streams, filling wetlands, road and utility line construction, bridge installation and installation of flow control structures. If the project contains streams, rivers, lakes or wetlands or possible wetlands, the permittee shall contact the appropriate U.S. Army Corps of Engineers District Office. (CAUTION: Any area of seasonally wet hydric soil is a potential wetland - please consult the Soil Survey and list of hydric soils for your County, available at your county's Soil and Water Conservation District. If you have any questions about Section 401 water quality certification, please contact the Ohio Environmental Protection Agency, Section 401 Coordinator.)

U.S. Army Corps of Engineers (Section 404 regulation):

- Huntington, WV District (304) 399-5210 (Muskingum River, Hocking River, Scioto River, Little Miami River, and Great Miami River Basins)
- Buffalo, NY District (716) 879-4330 (Lake Erie Basin)
- Pittsburgh, PA District (412) 395-7155 (Mahoning River Basin)
- Louisville, KY District (502) 315-6686 (Ohio River)

Ohio EPA 401/404 and non-jurisdictional stream/wetland coordinator can be contacted at (614) 644-2001 (all of Ohio)

Concentrated stormwater runoff from BMPs to natural wetlands shall be converted to diffuse flow before the runoff enters the wetlands. The flow should be released such that no erosion occurs downslope. Level spreaders may need to be placed in series, particularly on steep sloped sites, to ensure non-erosive velocities. Other structural BMPs may be used between stormwater features and natural wetlands, in order to protect the natural hydrology, hydroperiod, and wetland flora. If the applicant proposes to discharge to natural wetlands, a hydrologic analysis shall be performed. The applicant shall attempt to match the pre-development hydroperiods and hydrodynamics that support the wetland. The applicant shall assess whether their construction activity will adversely impact the hydrologic flora and fauna of the wetland. Practices such as vegetative buffers, infiltration basins, conservation of forest cover, and the preservation of intermittent streams, depressions, and drainage corridors may be used to maintain wetland hydrology.

g. Other controls.

i. **Non-Sediment Pollutant Controls.** In accordance with Part II.E, no solid (other than sediment) or liquid waste, including building materials, shall be discharged in stormwater runoff. The permittee must implement all necessary BMPs to prevent the discharge of non-sediment pollutants to the drainage system of the site or surface waters of the state or an

MS4. Under no circumstance shall wastewater from the washout of concrete trucks, stucco, paint, form release oils, curing compounds, and other construction materials be discharged directly into a drainage channel, storm sewer or surface waters of the state. Also, no pollutants from vehicle fuel, oils, or other vehicle fluids can be discharged to surface waters of the state. No exposure of stormwater to waste materials is recommended. The SWP3 must include methods to minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, and sanitary waste to precipitation, stormwater runoff, and snow melt. In accordance with Part II.D.3, the SWP3 shall include measures to prevent and respond to chemical spills and leaks. You may also reference the existence of other plans (i.e., Spill Prevention Control and Countermeasure (SPCC) plans, spill control programs, Safety Response Plans, etc.) provided that such plan addresses conditions of this permit condition and a copy of such plan is maintained on site.

ii. **Off-site traffic.** Off-site vehicle tracking of sediments and dust generation shall be minimized. In accordance with Part II.D.1, the SWP3 shall include methods to minimize the discharge of pollutants from equipment and vehicle washing, wheel washwater, and other washwaters. No detergents may be used to wash vehicles. Washwaters shall be treated in a sediment basin or alternative control that provides equivalent treatment prior to discharge.

iii. **Compliance with other requirements.** The SWP3 shall be consistent with applicable State and/or local waste disposal, sanitary sewer or septic system regulations, including provisions prohibiting waste disposal by open burning and shall provide for the proper disposal of contaminated soils to the extent these are located within the permitted area.

iv. **Trench and ground water control**. In accordance with Part II.C, there shall be no turbid discharges to surface waters of the state resulting from dewatering activities. If trench or ground water contains sediment, it shall pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site. Alternatively, sediment may be removed by settling in place or by dewatering into a sump pit, filter bag or comparable practice. Ground water which does not contain sediment or other pollutants is not required to be treated prior to discharge. However, care must be taken when discharging ground water to ensure that it does not become pollutant-laden by traversing over disturbed soils or other pollutant sources.

v. **Contaminated Sediment.** Where construction activities are to occur on sites with contamination from previous activities, operators shall be aware that concentrations of materials that meet other criteria (is not considered a Hazardous Waste, meeting VAP standards, etc.) may still result in stormwater discharges in excess of Ohio Water Quality Standards. Such discharges are not authorized by this permit. Appropriate BMPs include, but are not limited to:

- The use of berms, trenches, and pits to collect contaminated runoff and prevent discharges;
- Pumping runoff into a sanitary sewer (with prior approval of the sanitary sewer operator) or into a container for transport to an appropriate treatment/disposal facility; and
- Covering areas of contamination with tarps or other methods that prevent stormwater from coming into contact with the material.

Operators should consult with Ohio EPA Division of Surface Water prior to seeking permit coverage.

h. Maintenance. All temporary and permanent control practices shall be maintained and repaired as needed to ensure continued performance of their intended function. All sediment control practices must be maintained in a functional condition until all up-slope areas they control are permanently stabilized. The SWP3 shall be designed to minimize maintenance requirements. The applicant shall provide a description of maintenance procedures needed to ensure the continued performance of control practices.

i. Inspections. The permittee shall assign "qualified inspection personnel" to conduct inspections to ensure that the control practices are functional and to evaluate whether the SWP3 is adequate and properly implemented in accordance with the schedule proposed in Part III.G.1.h of this permit or whether additional control measures are required. At a minimum, procedures in a SWP3 shall provide that all controls on the site are inspected:

- after any storm event greater than one-half inch of rain per 24-hour period by the end of the next calendar day, excluding weekends and holidays unless work is scheduled; and
- once every seven calendar days.

The inspection frequency may be reduced to at least once every month for dormant sites if:

- the entire site is temporarily stabilized or
- runoff is unlikely due to weather conditions for extended periods of time (e.g., site is covered with snow, ice, or the ground is frozen).

The beginning and ending dates of any reduced inspection frequency shall be documented in the SWP3. Once a definable area has achieved final stabilization, the area may be marked on the SWP3 and no further inspection requirements shall apply to that portion of the site.

Following each inspection, a checklist must be completed and signed by the qualified inspection personnel representative. Inspection reports may be prepared, signed, and kept electronically, rather than in paper form, if the records are: (a) in a format that can be read in a similar manner as a paper record; (b) legally dependable with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be, if the records were stored in

paper form. For additional guidance on the proper practices to follow for the electronic retention of inspection report records, refer to this general permit's Fact Sheet at **https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/storm-water-discharges-from-small-and-large-construction-activities--general-permit**. At a minimum, the inspection report shall include:

i. the inspection date;
ii. names, titles, and qualifications of personnel making the inspection;
iii. weather information for the period since the last inspection (or since commencement of construction activity if the first inspection) including a best estimate of the beginning of each storm event, duration of each storm event, approximate amount of rainfall for each storm event (in inches), and whether any discharges occurred;
iv. weather information and a description of any discharges occurring at the time of the inspection;
v. location(s) of discharges of sediment or other pollutants from the site;
vi. location(s) of BMPs that need to be maintained;
vii. location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
viii. location(s) where additional BMPs are needed that did not exist at the time of inspection; and
ix. corrective action required including any changes to the SWP3 necessary and implementation dates.

Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of or the potential for pollutants entering the drainage system. Erosion and sediment control measures identified in the SWP3 shall be observed to ensure that those are operating correctly. Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.

The permittee shall maintain for three years following the submittal of a notice of termination form, a record summarizing the results of the inspection, names(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWP3 and a certification as to whether the facility is in compliance with the SWP3 and the permit and identify any incidents of non-compliance. The record and certification shall be signed in accordance with Part V.G. of this permit.

i. **When practices require repair or maintenance.** If the inspection reveals that a control practice is in need of repair or maintenance, with the exception of a sediment settling pond, it shall be repaired or maintained within 3 days of the inspection. Sediment settling ponds shall be repaired or maintained within 10 days of the inspection.

ii. **When practices fail to provide their intended function.** If the inspection reveals that a control practice fails to perform its intended

function and that another, more appropriate control practice is required, the SWP3 shall be amended and the new control practice shall be installed within 10 days of the inspection.

iii. **When practices depicted on the SWP3 are not installed.** If the inspection reveals that a control practice has not been implemented in accordance with the schedule contained in Part III.G.1.h of this permit, the control practice shall be implemented within 10 days from the date of the inspection. If the inspection reveals that the planned control practice is not needed, the record shall contain a statement of explanation as to why the control practice is not needed.

3. Approved State or local plans. All dischargers regulated under this general permit must comply, except those exempted under state law, with the lawful requirements of municipalities, counties and other local agencies regarding discharges of stormwater from construction activities. All erosion and sediment control plans and stormwater management plans approved by local officials shall be retained with the SWP3 prepared in accordance with this permit. Applicable requirements for erosion and sediment control and stormwater management approved by local officials are, upon submittal of a NOI form, incorporated by reference and enforceable under this permit even if they are not specifically included in an SWP3 required under this permit. When the project is located within the jurisdiction of a regulated municipal separate storm sewer system (MS4), the permittee shall certify that the SWP3 complies with the requirements of the stormwater management program of the MS4 operator.

4. Exceptions. If specific site conditions prohibit the implementation of any of the erosion and sediment control practices contained in this permit or site-specific conditions are such that implementation of any erosion and sediment control practices contained in this permit will result in no environmental benefit, then the permittee shall provide justification for rejecting each practice based on site conditions. Exceptions from implementing the erosion and sediment control standards contained in this permit will be approved or denied on a case-by-case basis.

   The permittee may request approval from Ohio EPA to use alternative methods to satisfy conditions in this permit if the permittee can demonstrate that the alternative methods are sufficient to protect the overall integrity of receiving streams and the watershed. Alternative methods will be approved or denied on a case-by-case basis.

PART IV. NOTICE OF TERMINATION REQUIREMENTS

A. Failure to notify.

The terms and conditions of this permit shall remain in effect until a signed Notice of Termination (NOT) form is submitted and permit coverage is terminated by Ohio EPA. Failure to submit an NOT constitutes a violation of this permit and may affect the ability of the permittee to obtain general permit coverage in the future.

B. When to submit an NOT.

1. Permittees wishing to terminate coverage under this permit shall submit an NOT form in accordance with Part V.G. of this permit. Compliance with this permit is required until an NOT form is submitted and permit coverage is terminated by Ohio EPA. Prior to submitting the NOT form, the permittee shall conduct a site inspection in accordance with Part III.G.2.i of this permit and have a maintenance plan in place to ensure all post-construction BMPs will be maintained in perpetuity.

2. All permittees shall submit an NOT form within 45 days of completing all permit requirements. Enforcement actions may be taken if a permittee submits an NOT form without meeting one or more of the following conditions:

    a. Final stabilization (see definition in Part VII) has been achieved on all portions of the site for which the permittee is responsible (including, if applicable, returning agricultural land to its pre-construction agricultural use);

    b. Another operator(s) has assumed control over all areas of the site that have not been finally stabilized;

    c. A maintenance plan is in place to ensure all post construction BMPs are adequately maintained in the long-term;

    d. For non-residential developments, all elements of the stormwater pollution prevention plan have been completed, the disturbed soil at the identified facility have been stabilized and temporary erosion and sediment control measures have been removed at the appropriate time, or all stormwater discharges associated with construction activity from the identified facility that are authorized by the above referenced NPDES general permit have otherwise been eliminated. (i)For residential developments only, temporary stabilization has been completed and the lot, which includes a home, has been transferred to the homeowner; (ii) final stabilization has been completed and the lot, which does not include a home, has been transferred to the property owner; (iii) no stabilization has been implemented on a lot, which includes a home, and the lot has been transferred to the homeowner; or

    e. An exception has been granted under Part III.G.4.

C. How to submit an NOT.

To terminate permit coverage, the permitee shall submit a complete and accurate Notice of Termination (NOT) form using Ohio EPA's electronic application form which is available through the Ohio EPA eBusiness Center at: https://ebiz.epa.ohio.gov/. Submission through the Ohio EPA eBusiness Center will require establishing an Ohio EPA eBusiness Center account and obtaining a unique Personal Identification Number (PIN) for final submission of the NOT. Existing eBusiness Center account holders can access the NOT form through their existing account and submit using their existing PIN. Please see the following link for guidance: **https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/electronic-business-services-sub/streams**. Alternatively, if you are unable to access the NOT form through the agency eBusiness Center due to a demonstrated hardship, the NOT may be submitted on paper NOT forms provided by Ohio EPA. NOT information shall be typed on the form. Please contact

Ohio EPA, Division of Surface Water at (614) 644-2001 if you wish to receive a paper NOT form.

PART V. STANDARD PERMIT CONDITIONS.

A. Duty to comply.

The permittee shall comply with all conditions of this permit. Any permit noncompliance constitutes a violation of ORC Chapter 6111 and is grounds for enforcement action.

Ohio law imposes penalties and fines for persons who knowingly make false statements or knowingly swear or affirm the truth of a false statement previously made.

B. Continuation of an expired general permit.

An expired general permit continues in force and effect until a new general permit is issued.

C. Need to halt or reduce activity not a defense.

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. Duty to mitigate.

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. Duty to provide information.

The permittee shall furnish to the director, within 10 days of written request, any information which the director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the director upon request copies of records required to be kept by this permit.

F. Other information.

When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the NOI, SWP3, NOT or in any other report to the director, he or she shall promptly submit such facts or information.

G. Signatory requirements.

All NOIs, NOTs, SWP3s, reports, certifications or information either submitted to the director or that this permit requires to be maintained by the permittee, shall be signed.

1. These items shall be signed as follows:

a. For a corporation: By a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:

   i. A president, secretary, treasurer or vice-president of the corporation in charge of a principal business function or any other person who performs similar policy or decision-making functions for the corporation; or

   ii. The manager of one or more manufacturing, production or operating facilities, provided, the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

b. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively; or

c. For a municipality, State, Federal or other public agency: By either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of U.S. EPA).

2. All reports required by the permits and other information requested by the director shall be signed by a person described in Part V.G.1 of this permit or by a duly authorized representative of that person. A person is a duly authorized representative only if:

   a. The authorization is made in writing by a person described in Part V.G.1 of this permit and submitted to the director;

   b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator of a well or well field, superintendent, position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

   c. The written authorization is submitted to the director.

3. Changes to authorization. If an authorization under Part V.G.2 of this permit is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part V.G.2 of

this permit must be submitted to the director prior to or together with any reports, information or applications to be signed by an authorized representative.

H. Certification.

Any person signing documents under this section shall make the following certification:

> *"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

I. Oil and hazardous substance liability.

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject under section 311 of the CWA or 40 CFR Part 112. 40 CFR Part 112 establishes procedures, methods and equipment and other requirements for equipment to prevent the discharge of oil from non-transportation-related onshore and offshore facilities into or upon the navigable surface waters of the state or adjoining shorelines.

J. Property rights.

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

K. Severability.

The provisions of this permit are severable and if any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

L. Transfers.

Ohio NPDES general permit coverage is transferable. Ohio EPA must be notified in writing sixty days prior to any proposed transfer of coverage under an Ohio NPDES general permit. The transferee must inform Ohio EPA it will assume the responsibilities of the original permittee transferor.

M. Environmental laws.

No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

N. Proper operation and maintenance.

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of SWP3s. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.

O. Inspection and entry.

The permittee shall allow the director or an authorized representative of Ohio EPA, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;

2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;

3. Inspect at reasonable times any facilities or equipment (including monitoring and control equipment); and

4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

P. Duty to Reapply.

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit.

Q. Permit Actions.

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

R. Bypass.

The provisions of 40 CFR Section 122.41(m), relating to “Bypass,” are specifically incorporated herein by reference in their entirety. For definition of “Bypass,” see Part VII.C.

S. Upset.

The provisions of 40 CFR Section 122.41(n), relating to “Upset,” are specifically incorporated herein by reference in their entirety. For definition of “Upset,” see Part VII.GG.

T. Monitoring and Records.

The provisions of 40 CFR Section 122.41(j), relating to "Monitoring and Records," are specifically incorporated herein by reference in their entirety.

U. Reporting Requirements.

The provisions of 40 CFR Section 122.41(l), relating to "Reporting Requirements," are specifically incorporated herein by reference in their entirety.

V. General Effluent Limitation

The effluent shall, at all times, be free of substances:

1. In amounts that will settle to form putrescent, or otherwise objectionable, sludge deposits; or that will adversely affect aquatic life or waterfowl;
2. Of an oily, greasy, or surface-active nature, and of other floating debris, in amounts that will form noticeable accumulations of scum, foam, or sheen;
3. In amounts that will alter the natural color or odor of the receiving water to such degree as to create a nuisance;
4. In amounts that either singly or in combination with other substances are toxic to human, animal, or aquatic life;
5. In amounts that are conducive to the growth of aquatic weeds or algae to the extent that such growth become inimical to more desirable forms of aquatic life, or create conditions that are unsightly, or constitute a nuisance in any other fashion;
6. In amounts that will impair designated instream or downstream water uses.

PART VI. REOPENER CLAUSE

If there is evidence indicating potential or realized impacts on water quality due to any stormwater discharge associated with construction activity covered by this permit, the permittee of such discharge may be required to obtain coverage under an individual permit or an alternative general permit in accordance with Part I.C of this permit or the permit may be modified to include different limitations and/or requirements.

Permit modification or revocation will be conducted according to ORC Chapter 6111.

PART VII. DEFINITIONS

A. "Act" means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, Pub. L. 97-117 and Pub. L. 100-4, 33 U.S.C. 1251 et. seq.

B. "Bankfull channel" means a channel flowing at channel capacity and conveying the bankfull discharge. Delineated by the highest water level that has been maintained for a sufficient period of time to leave evidence on the landscape, such as the point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial or the point at which the clearly scoured substrate of the stream ends and terrestrial vegetation begins.

C. "Bankfull discharge" means the streamflow that fills the main channel and just begins to spill onto the floodplain; it is the discharge most effective at moving sediment and forming the channel.

D. "Best management practices (BMPs)" means schedules of activities, prohibitions of practices, maintenance procedures and other management practices (both structural and non-structural) to prevent or reduce the pollution of surface waters of the state. BMP's also include treatment requirements, operating procedures and practices to control plant and/or construction site runoff, spillage or leaks, sludge or waste disposal or drainage from raw material storage.

E. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.

F. "Channelized stream" means the definition set forth in Section 6111.01 (M) of the ORC.

G. "Commencement of construction" means the initial disturbance of soils associated with clearing, grubbing, grading, placement of fill, or excavating activities or other construction activities.

H. "Concentrated stormwater runoff" means any stormwater runoff which flows through a drainage pipe, ditch, diversion or other discrete conveyance channel.

I. "Director" means the director of the Ohio Environmental Protection Agency.

J. "Discharge" means the addition of any pollutant to the surface waters of the state from a point source.

K. "Disturbance" means any clearing, grading, excavating, filling, or other alteration of land surface where natural or man-made cover is destroyed in a manner that exposes the underlying soils.

L. "Drainage watershed" means for purposes of this permit the total contributing drainage area to a BMP, i.e., the "watershed" directed to the practice. This would also include any off-site drainage.

M. "Final stabilization" means that either:

1. All soil disturbing activities at the site are complete and a uniform perennial vegetative cover (e.g., evenly distributed, without large bare areas) with a density of at least 70 percent cover for the area has been established on all unpaved areas and areas not covered by permanent structures or equivalent stabilization measures (such as the use of mulches, rip-rap, gabions or geotextiles) have been employed. In addition, all temporary erosion and sediment control practices are removed and disposed of and all trapped sediment is permanently stabilized to prevent further erosion; or

2. For individual lots in residential construction by either:

    a. The homebuilder completing final stabilization as specified above or

b. The homebuilder establishing temporary stabilization including perimeter controls for an individual lot prior to occupation of the home by the homeowner and informing the homeowner of the need for and benefits of, final stabilization. (Homeowners typically have an incentive to put in the landscaping functionally equivalent to final stabilization as quick as possible to keep mud out of their homes and off sidewalks and driveways.); or

3. For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its pre-construction agricultural use. Areas disturbed that were previously used for agricultural activities, such as buffer strips immediately adjacent to surface waters of the state and which are not being returned to their pre-construction agricultural use, must meet the final stabilization criteria in (1) or (2) above.

N. "General contractor" – for the purposes of this permit, the primary individual or company solely accountable to perform a contract. The general contractor typically supervises activities, coordinates the use of subcontractors, and is authorized to direct workers at a site to carry out activities required by the permit.

O. "Individual lot NOI" means a Notice of Intent for an individual lot to be covered by this permit (see Part I of this permit).

P. "Larger common plan of development or sale"- means a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

Q. "MS4" means municipal separate storm sewer system which means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains) that are:

1. Owned or operated by the federal government, state, municipality, township, county, district(s) or other public body (created by or pursuant to state or federal law) including special district under state law such as a sewer district, flood control district or drainage districts or similar entity or a designated and approved management agency under section 208 of the act that discharges into surface waters of the state; and
2. Designed or used for collecting or conveying solely stormwater,
3. Which is not a combined sewer and
4. Which is not a part of a publicly owned treatment works.

R. "National Pollutant Discharge Elimination System (NPDES)" means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits and enforcing pretreatment requirements, under sections 307, 402, 318 and 405 of the CWA. The term includes an "approved program."

S. "Natural channel design" means an engineering technique that uses knowledge of the natural process of a stream to create a stable stream that will maintain its form and function over time.

T. "NOI" means notice of intent to be covered by this permit.

U. "NOT" means notice of termination.

V. "Operator" means any party associated with a construction project that meets either of the following two criteria:

1. The party has day-to-day operational control of all activities at a project which are necessary to ensure compliance with a SWP3 for the site and all permit conditions including the ability to authorize modifications to the SWP3, construction plans and site specification to ensure compliance with the General Permit, or

2. Property owner meets the definition of operator should the party which has day to day operational control require additional authorization from the owner for modifications to the SWP3, construction plans, and/or site specification to ensure compliance with the permit or refuses to accept all responsibilities as listed above (Part VII.V.1).

Subcontractors generally are not considered operators for the purposes of this permit. As set forth in Part I.F.1, there can be more than one operator at a site and under these circumstances, the operators shall be co-permittees.

W. "Ordinary high water mark" means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

X. "Owner or operator" means the owner or operator of any "facility or activity" subject to regulation under the NPDES program.

Y. "Permanent stabilization" means the establishment of permanent vegetation, decorative landscape mulching, matting, sod, rip rap and landscaping techniques to provide permanent erosion control on areas where construction operations are complete or where no further disturbance is expected for at least one year.

Z. "Percent imperviousness" means the impervious area created divided by the total area of the project site.

AA. "Point source" means any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or the floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

BB. "Qualified inspection personnel" means a person knowledgeable in the principles and practice of erosion and sediment controls, who possesses the skills to assess all conditions at the construction site that could impact stormwater quality and to assess

the effectiveness of any sediment and erosion control measures selected to control the quality of stormwater discharges from the construction activity.

CC. "Rainwater and Land Development" is a manual describing construction and post-construction best management practices and associated specifications. A copy of the manual is maintained on the Ohio EPA website.

DD. "Riparian area" means the transition area between flowing water and terrestrial (land) ecosystems composed of trees, shrubs and surrounding vegetation which serve to stabilize erodible soil, improve both surface and ground water quality, increase stream shading and enhance wildlife habitat.

EE. "Runoff coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.

FF. "Sediment settling pond" means a sediment trap, sediment basin or permanent basin that has been temporarily modified for sediment control, as described in the latest edition of the Rainwater and Land Development manual.

GG. "State isolated wetland permit requirements" means the requirements set forth in Sections 6111.02 through 6111.029 of the ORC.

HH. "Stormwater" means stormwater runoff, snow melt and surface runoff and drainage.

II. "Steep slopes" means slopes that are 15 percent or greater in grade. Where a local government or industry technical manual has defined what is to be considered a "steep slope," this permit's definition automatically adopts that definition.

JJ. "Stream edge" means the ordinary high water mark.

KK. "Subcontractor" – for the purposes of this permit, an individual or company that takes a portion of a contract from the general contractor or from another subcontractor.

LL. "Surface waters of the state" or "water bodies" means all streams, lakes, reservoirs, ponds, marshes, wetlands or other waterways which are situated wholly or partially within the boundaries of the state, except those private waters which do not combine or effect a junction with natural surface or underground waters. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the ORC are not included.

MM. "SWP3" means stormwater pollution prevention plan.

NN. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

OO. "Temporary stabilization" means the establishment of temporary vegetation, mulching, geotextiles, sod, preservation of existing vegetation and other techniques capable of quickly establishing cover over disturbed areas to provide erosion control between construction operations.

PP. "Water Quality Volume (WQ_v)" means the volume of stormwater runoff which must be captured and treated prior to discharge from the developed site after construction is complete.

APPENDICES

Appendix A
Big Darby Creek Watershed

CONTENTS OF THIS APPENDIX

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A.2 TMDL Conditions
A.3 Sediment Settling Ponds and Sampling
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Attachment A-A: Big Darby Creek Watershed Map
Attachment A-B: Stream Assessment and Restoration

A.1 Permit Area.

This appendix to Permit OHC00006 applies to the entire Big Darby Creek Watershed located within the State of Ohio. Please see Attachment A for permit area boundaries.

A.2 TMDL Conditions.

This general permit requires control measures/BMPs for construction sites that reflect recommendations set forth in the U.S. EPA approved Big Darby Creek TMDL.

A.3 Sediment Settling Ponds and Sampling

Sediment settling ponds additional conditions. The sediment settling pond shall be sized to provide a minimum dewatering volume of 134 cubic yards per acre of drainage area and maintain a target discharge performance standard of 45 mg/l Total Suspended Solids (TSS) or 50 Nephelometric Turbidity Units (NTUs) up to a 0.75-inch rainfall event within a 24-hour period. Unless infeasible, sediment settling ponds must be dewatered at the pond surface using a skimmer or equivalent device. The depth of the sediment settling pond must be less than or equal to five feet. Sediment must be removed from the sediment settling pond when the design capacity has been reduced by 40 percent (This is typically reached when sediment occupies one-half of the basin depth).

Silt Fence and Diversions. For sites five or more acres in size, the use of sediment barriers as a primary sediment control is prohibited. Centralized sediment basins shall be used for sites 5 or more acres in size. Diversions shall direct all stormwater runoff from the disturbed areas to the impoundment intended for sediment control. The sediment basins and associated diversions shall be implemented prior to the major earth disturbing activity.

The permittee shall sample in accordance with sampling procedures outlined in 40 CFR 136. Sampling shall occur as follows:

i. Occur at the outfall of each sediment settling pond associated with the site. Each associated outfall shall be identified by a three-digit number (001, 002, etc.);

ii. The applicable rainfall event for sampling to occur shall be a rainfall event of 0.25-inch to a 0.75-inch rainfall event to occur within a 24-hour period. Grab sampling shall be initiated at a site within 14 days, or the first applicable rainfall event thereafter, once upslope disturbance of each sampling location is initiated and shall continue on a quarterly basis. Quarterly periods shall be represented as January - March, April - June, July - September and October - December. Sampling results shall be retained on site and available for inspection.

If any sample is greater than the performance standard of 45 mg/l TSS or 50 NTUs, the permittee shall modify the SWP3 and install/implement new control practice(s) within 10 days to ensure the performance standard is maintained. Within 3 days of improvement(s), or the first applicable rainfall event thereafter, the permittee shall resample to ensure SWP3 modifications maintain the performance standard target.

For each sample taken, the permittee shall record the following information:

- the outfall and date of sampling;
- the person(s) who performed the sampling;
- the date the analyses were performed on those samples;
- the person(s) who performed the analyses;
- the analytical techniques or methods used; and
- the results of all analyses.

Both quarterly and sampling results following a discharge target exceedance shall be retained on site and available for inspection.

A.4 Post-Construction Stormwater Management Selection.

For all construction activities authorized under this permit that fall within the watershed of the Big Darby Creek, a Table 4b practice shall be used to treat stormwater runoff for pollutants, to reduce adverse impacts on receiving waters, and to further support groundwater recharge if feasible. The applicant must provide a justification in the SWP3 why the use of table 4b practices are not feasible. The justification must address limiting factors which would prohibit the project going forward should Table 4b practices be required. Please note that practices selected will require approval from the regulated MS4.

A.5 Riparian Setback Requirements.

The SWP3 shall clearly delineate the boundary of required stream setback distances. No construction activity shall occur, without appropriate mitigation, within the delineated setback boundary except activities associated with restoration or recovery of natural floodplain and channel form characteristics as described in Attachment B, stormwater conveyances from permanent treatment practices and approvable utility crossings. Such conveyances must be designed to minimize the width of disturbance. If intrusion within the delineated setback boundary is necessary to accomplish the purposes of a project, then mitigation shall be required in accordance with Appendix A.6 of this permit. Streams requiring protection under this section are defined as perennial, intermittent or jurisdictional ephemeral streams with a defined bed, bank or channel. National Resources Conservation Service (NRCS) soil survey maps should be used as one

reference and the presence of a stream requiring protection should also be confirmed in the field. Any required setback distances shall be clearly displayed in the field prior to any construction related activity.

Riparian setbacks distance shall be delineated based upon one of the following two methods:

i. The setback distance shall be sized as the greater of the following:

1. The regulatory 100-year floodplain based on FEMA mapping;

2. A minimum of 100 feet from the top of the streambank on each side; or

3. A distance calculated using the following equation:

$$W = 133DA^{0.43}$$ (Equation 1, Appendix A)

where:
DA = drainage area (mi^2)
W = total width of riparian setback (ft)

W shall be centered over the meander pattern of the stream such that a line representing the setback width would evenly intersect equal elevation lines on either side of the stream.

If the DA remains relatively constant throughout the stretch of interest, then the DA of the downstream edge of the stretch should be used. Where there is a significant increase in the DA from the upstream edge to The downstream edge of the area of interest, the setback width shall increase accordingly.

ii. **Stream Restoration with 100 feet (each side) Riparian Setback**. Each stream segment within the proposed site boundaries can be assessed in accordance with Attachment B, Part 1. In the event the stream segment is classified as a "Previously Modified Low Gradient Headwater Stream", the permittee has the option to restore the stream segment in accordance with Attachment B and include a 100-foot water quality setback distance from the top of the streambank on each side. In the event the stream segment exceeds the minimum criteria in Attachment B to be classified as a "Previously Modified Low Gradient Headwater Stream," this Appendix A, Attachment B may be considered on a case-by-case basis.

No structural sediment controls (e.g., the installation of sediment barriers or a sediment settling pond) or structural post-construction controls shall be used in a surface water of the State or the delineated setback corridor.

Previously developed projects (as defined in Part III.G.2.e.) located within the delineated setback boundary are exempt from Riparian Setback Mitigation (A.6) provided the proposed project does not further intrude into the delineated setback boundary.

Linear transportation projects which are caused solely by correcting safety related issues, mandates of modern design requirements and/or resulting from other mitigation activities are exempt from Riparian Setback Mitigation (Appendix A, A.6) if less than one acre of total new right-of-way is associated with the project.**A.6 Riparian Setback Mitigation.**

The mitigation required for intrusion into the riparian setback shall be determined by the horizontal distance the intrusion is from the stream. Up to three zones will be used in determining the required mitigation. Zone 1 extends from 0 to 25 feet from the stream edge. Zone 2 extends from 25 to 100 feet from the stream edge, and Zone 3 extends from 100 feet to the outer edge of the setback corridor. Intrusion into these zones will require the following mitigation within the same Watershed Assessment Unit (12-digit HUC scale):

i. Four times the total area disturbed in the stream and within Zone 1 of the site being developed shall be mitigated within Zone 1 of the mitigation location.

ii. Three times the area disturbed within Zone 2 of the site being developed shall be mitigated within Zones 1 and/or 2 of the mitigation location.

iii. Two times the area disturbed within Zone 3 of the site being developed shall be mitigated within any zone of the mitigation location.

In lieu of mitigation ratios found within in this section, linear transportation projects which result in total new right-of-way greater than one acre and less than two acres, which are caused solely by correcting safety related issues, mandates of modern design requirements and/or resulting from other mitigation activities, shall provide Riparian Setback Mitigation at a ratio of 1.5 to 1.

All mitigation shall, at a minimum, include conserved or restored setback zone and should be designed to maximize the ecological function of the mitigation. Including mitigation at the stream edge along with associated setback areas is one way to maximize ecological function. Mitigation shall be protected in perpetuity by binding conservation easements or environmental covenants which must be recorded within 6 months of receiving permit authorization. Granting of binding conservation easements or environmental covenants protected in perpetuity for land outside of disturbed area but within a required riparian setback counts towards required mitigation.

Mitigation may also be satisfied by approved pooled mitigation areas and in-lieu fee sponsored mitigation areas. Mitigation resulting from State or Federal environmental regulations may be adjusted in recognition of these requirements.

A.7 Groundwater Recharge Requirements.

The SWP3 shall ensure that the overall site post-development groundwater recharge equals or exceeds the pre-development groundwater recharge. The SWP3 shall describe the conservation development strategies, BMPs and other practices deemed necessary by the permittee to maintain or improve pre-development rates of

groundwater recharge. Pre-development and post-development groundwater recharge shall be calculated using the following equation:

i. $Vre_x = A_x * Dre_x / 12$ (Equation 2, Appendix A)

where:
X = represents a land use and hydrologic soil group pair
Vre_x = volume of total annual recharge from land use-soil group X (in acre-ft)
Dre_x = depth of total annual recharge associated with land use-soil group X from Tables 1 or 2 (in inches)
A_x = area of land use-soil group X (in acres)

Table A-1 values should be used for land where the underlying geology indicates a potential for downward migration of groundwater. Table A-1 values represent the combined total groundwater recharge potential including groundwater contribution to stream baseflow and to the underlying bedrock aquifer. The potential for downward migration can be determined from a comparison of the potentiometric maps for the glacial and bedrock aquifers. Use Table A-2 when this potential is unlikely to exist. See attachment B for a map of Table A-1 and A-2 areas. Detailed potentiometric maps for the Franklin county portion of the Darby watershed, and coarse potentiometric maps for the Darby watershed outside of Franklin County and hydrologic soil group data are available at:
https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program.

Table A-1 (Appendix A) Annual Average Expected Total Groundwater Recharge[3]

	Density (DU[1]/acre)	% Impervious	Recharge (inches) by Hydrologic Soil Group2			
			A	B	C	D
Apply the following land covers when calculating an area-weighted average value for the site.[4]						
Woods / Forest	-	-	17.0	16.6	15.6	14.6
Brush	-	-	17.0	16.6	15.6	14.6
Meadow	-	-	17.0	16.5	15.4	14.4
Managed Wood	-	-	16.9	16.0	14.7	13.4
Pasture	-	-	16.5	15.9	14.4	13.0
Row Crop	-	-	15.8	14.2	11.9	8.1
Urban Grasses	-	-	15.7	15.7	14.2	12.7
Impervious	-	-	0.0	0.0	0.0	0.0
Alternatively, the following land use average values may be applied to the site as a whole.[5]						
Low Density Residential	0.5	12%	15.7	15.7	14.2	12.7
Low Density Residential	1	20%	14.8	14.8	13.7	12.2
Medium Density Residential	2	25%	11.5	11.5	11.5	11.5
Medium Density Residential	3	30%	11.2	11.2	11.2	11.2
Medium Density Residential	4	38%	9.6	9.6	9.6	9.6
High Density Residential	≥5	65%	7.3	7.3	7.3	7.3
Commercial & Road Right-of-Way[4]	-	90%	4.3	4.3	4.3	4.3

[1] DU = Dwelling Units
[2] Hydrologic soil group designations of A/D, B/D, and C/D should be considered as D soils for this application.
[3] These values apply when recharge of the aquifer is expected; recharge to the bedrock aquifer can be expected when the potentiometric head of the glacial aquifer is greater than the bedrock aquifer.

[4]). These values may be used where total pervious and impervious areas within the development are tabulated separately..
[5] These values may only be used for an area as a whole (includes impervious and pervious areas).

Table A-2 (Appendix A) Annual Average Expected Baseflow Recharge[3]

	Density (DU[1]/acre)	% Impervious	Recharge (inches) by Hydrologic Soil Group2			
			A	B	C	D
Apply the following land covers when calculating an area-weighted average value for the site.[4]						
Woods / Forest	-	-	11.8	11.4	10.7	9.9
Brush	-	-	11.7	11.4	10.7	9.9
Meadow	-	-	11.8	11.3	10.6	9.8
Managed Wood	-	-	11.7	11.0	10.0	9.1
Pasture	-	-	11.3	11.0	9.9	8.9
Row Crop	-	-	11.1	10.1	9.0	6.2
Urban Grasses	-	-	11.2	11.2	10.3	9.3
Impervious	-	-	0.0	0.0	0.0	0.0
Alternatively, the following land use average values may be applied to the site as a whole.[5]						
Low Density Residential	0.5	12%	11.2	11.2	10.3	9.3
Low Density Residential	1	20%	9.5	9.5	9.0	8.6
Medium Density Residential	2	25%	7.8	7.8	7.8	7.8
Medium Density Residential	3	30%	7.6	7.6	7.6	7.6
Medium Density Residential	4	38%	6.5	6.5	6.5	6.5
High Density Residential	≥5	65%	5.0	5.0	5.0	5.0
Commercial & Road Right-of-Way[4]	-	90%	2.9	2.9	2.9	2.9

[1] DU = Dwelling Units
[2] Hydrologic soil group designations of A/D, B/D, and C/D should be considered as D soils for this application.
[3] These values apply when no recharge of the aquifer is expected.
[4] These values may be used where total impervious and pervious areas are tabulated separately.
[5] These values may only be used for an area as a whole (includes impervious and pervious areas).

Table A-3 (Appendix A) Land Use Definitions

Land Use	Definition
Woods / Forest	Areas dominated by trees. Woods are protected from grazing and litter and brush adequately cover the soil.
Brush	Brush, weeds, grass mixture where brush is the major element and more than 75% of the ground is covered.
Meadow	Continuous grass, protected from grazing, generally mowed for hay.
Managed Wood	Orchards, tree farms, and other areas planted or maintained for the production of fruits, nuts, berries, or ornamentals.
Pasture	Pasture, grassland, or range where at least 50% of the ground is covered and the area is not heavily grazed.
Row Crop	Areas used to produce crops, such as corn, soybeans, vegetables, tobacco, and cotton.
Urban Grasses	Vegetation (primarily grasses) planted in developed settings for recreation, erosion control, or aesthetic purposes. Examples include parks, lawns, golf courses, airport grasses, and industrial site grasses.
Residential	Areas with a mixture of constructed materials and vegetation; the average % imperviousness and number of dwelling units per acre to determine the appropriate density is specified.
Commercial	Includes infrastructure (e.g. roads, railroads, etc.) and all highly developed areas not classified as High Intensity Residential.

ii. The pre-development ground water recharge volume shall be calculated by determining the area of each land use-soil type pairing on the site of interest. The recharge associated with each such pairing multiplied by the area will give the pre-development volume of total groundwater recharge. The same shall be done for the post-development land use-soil type pairings.

Any activity that is expected to produce stormwater runoff with elevated concentrations of carcinogens, hydrocarbons, metals, or toxics is prohibited from infiltrating untreated stormwater from the area affected by the activity. The groundwater recharge mitigation requirement for areas affected by such activities must be met by methods which do not present a risk of groundwater contamination. The following land uses and activities are typically deemed stormwater hotspots:

Vehicle salvage yards and recycling facilities

- vehicle service and maintenance facilities (i.e. truck stops, gas stations)
- fleet storage areas (i.e. bus, truck)
- industrial sites subject to industrial stormwater permitting requirements
- bulk terminals
- marinas
- facilities that generate or store hazardous materials
- other land uses and activities as designated by individual review

The following land uses and activities are not normally considered hotspots:

- residential streets and rural highways
- residential development
- institutional development
- commercial and office developments
- non-industrial rooftops
- pervious areas, except golf courses and nurseries

The applicant may use structural BMPs within drinking water source protection areas for community public water systems only to the extent that the structural BMP(s) does not cause contaminants in the recharge waters to impact the ground water quality at levels that would cause an exceedance of the drinking water Maximum Contaminant Levels (OAC Section 3745-81 and 3745-82). To obtain a map of drinking water source protection areas for community public water systems contact Ohio EPA's Division of Drinking and Ground Waters at (614) 644-2752.

Linear transportation projects which are caused solely by correcting safety related issues, mandates of modern design requirements and/or resulting from other mitigation activities are exempt from Groundwater Recharge Mitigation (Appendix B, A.8) if less than one acre of total new right-of-way is associated with the project.

Protection of open space (infiltration areas) shall be by binding conservation easements that identify a third-party management agency, such as a

homeowners' association/condominium association, political jurisdiction or third-party land trust.

A.8 Groundwater Recharge Mitigation.

If the post-development recharge volume is less than the pre-development recharge volume, then mitigation will be required. Two options are available for most applications:

i. The preferred method is to convert additional land to land use with higher recharge potential. The difference in groundwater recharge between the existing and converted land use recharge is the amount which can be used as recharge credit. Off-site Groundwater Recharge Mitigation shall occur within the same Watershed Assessment Unit (12-digit HUC scale) as the permitted site and preferably up-gradient and within a 2-mile radius.

   Mitigation shall be protected in perpetuity by binding conservation easements or environmental covenants which must be recorded within 6 months of receiving permit authorization. Granting of binding conservation easements or environmental covenants protected in perpetuity for land outside of the disturbed area, but within a required riparian setback counts towards required mitigation. Mitigation may also be satisfied by approved pooled mitigation areas and in-lieu fee sponsored mitigation areas.

ii. On-site structural and non-structural practices may also be used to achieve groundwater mitigation requirements by retaining and infiltrating on-site a minimum volume of stormwater runoff based on the area and hydrologic soil groups of disturbed soils. If these infiltrating practices are incorporated upstream of the water quality volume treatment practice, the volume of groundwater being infiltrated may be subtracted from the water quality volume for the purpose of meeting post-construction requirements. The on-site retention requirement is determined by the following formula:

$$V_{retention} = A_{HSG\text{-}A}*0.90 \text{ in} + A_{HSG\text{-}B}*0.75 \text{ in} + A_{HSG\text{-}C}*0.50 \text{ in} + A_{HSG\text{-}D}*0.25 \text{ in}$$

(Equation 3, Appendix A)

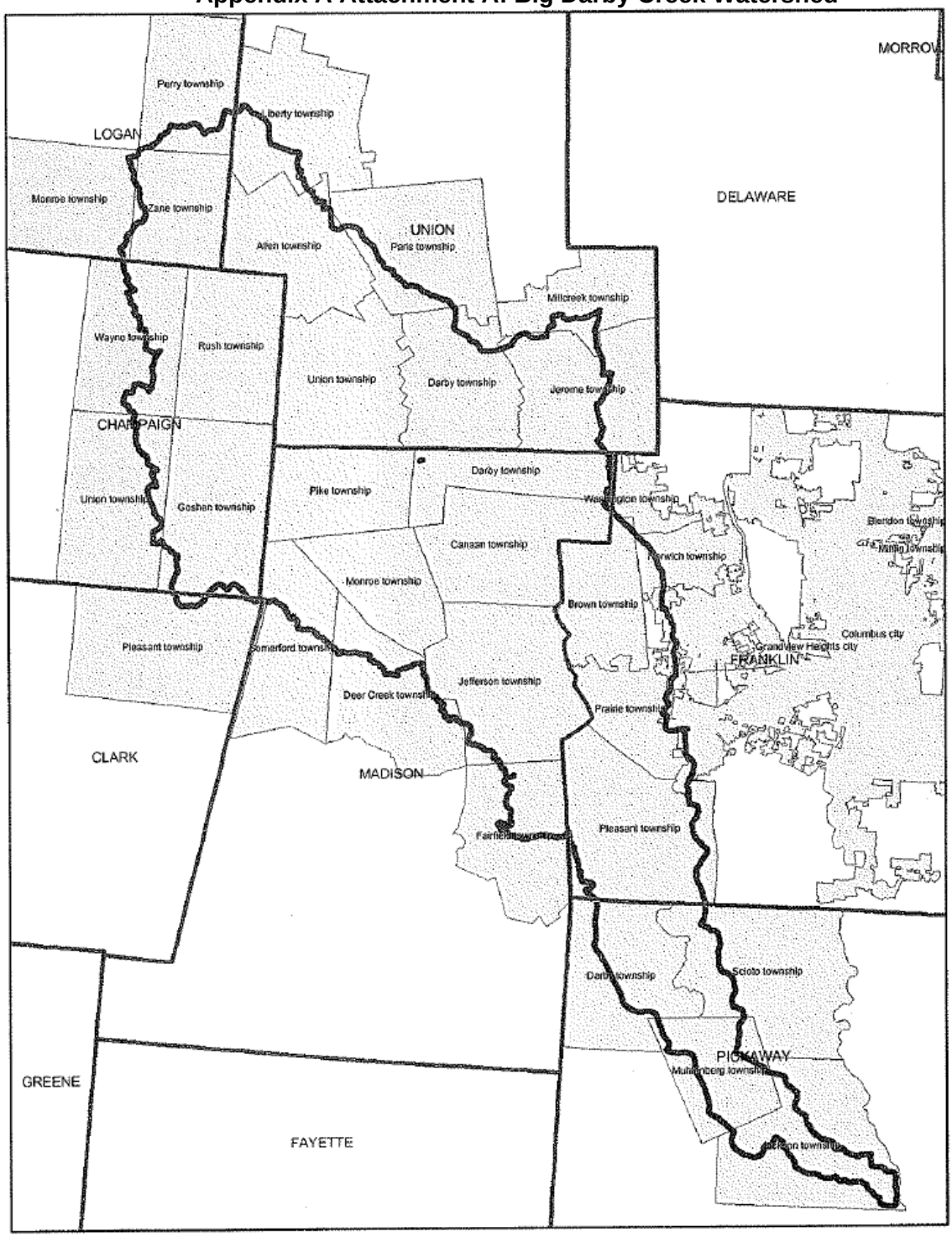
Where,
$V_{retention}$ = volume of runoff retained onsite using an approved infiltration practice
$A_{HSG\text{-}x}$ = area of each hydrologic soil group within the disturbed area

Table A-4: Hydrologic Soil Groups and On-site Retention Depth per Acre

Hydrologic Soil Group	HSG A	HSG B	HSG C	HSG D
Retention Depth (inches)	0.90	0.75	0.50	0.25

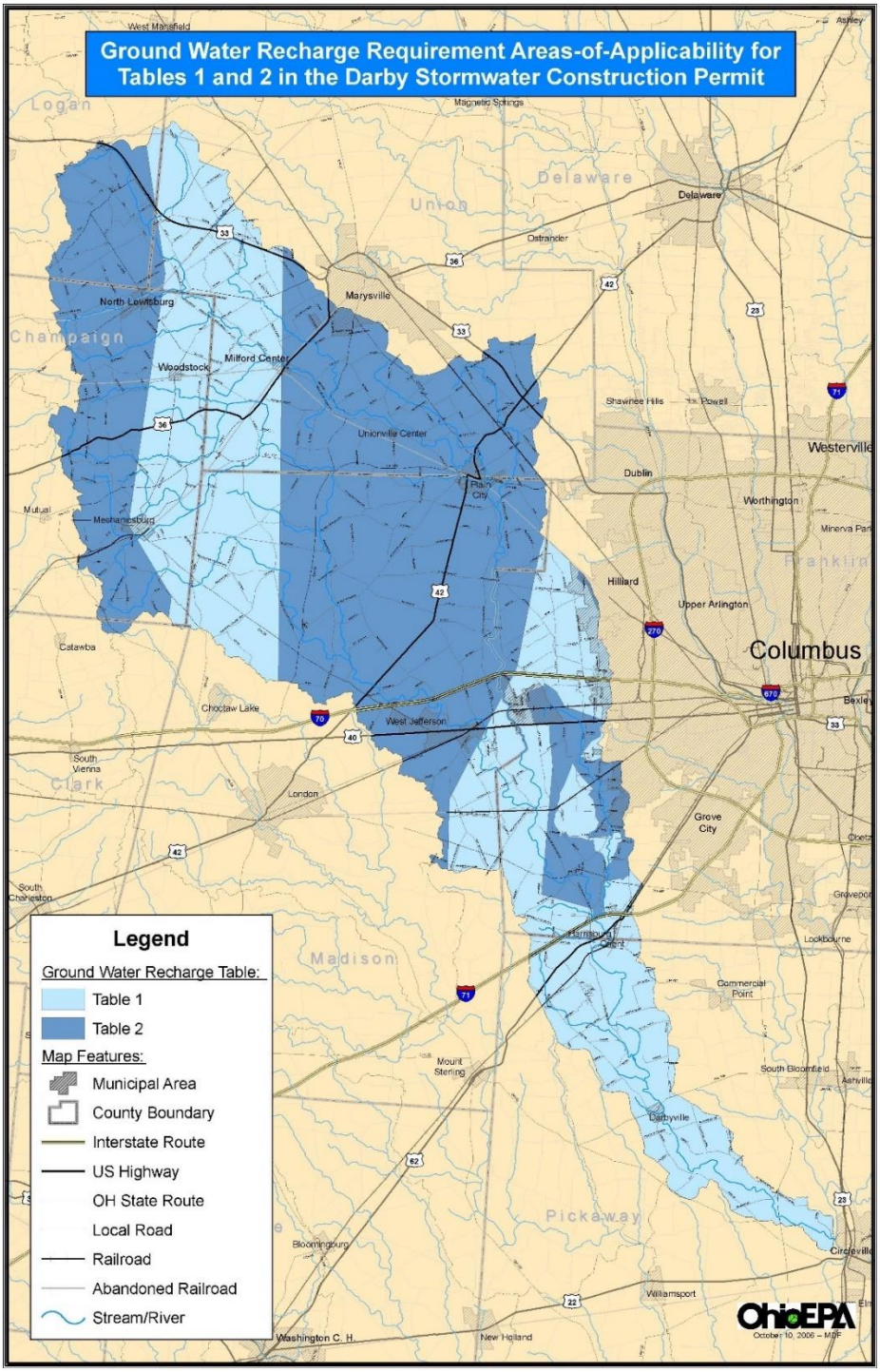
Retention volume ($V_{retention}$) provided by selected practices shall be determined using the runoff reduction method criteria as outlined in Part III.G.2.e, Ohio EPA's Runoff Reduction spreadsheet and supporting documentation in the Rainwater and Land Development manual. Hydrologic soil group (HSG) areas are to be determined by using the current version of SURRGO or Web Soil Survey soils information.

Appendix A Attachment A: Big Darby Creek Watershed



A more detailed map can be viewed at:
https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program

Appendix A Attachment B: Groundwater Recharge Areas



A more detailed map can be viewed at:
https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program

Appendix A Attachment B

Part 1 Stream Assessment

This assessment will determine if a stream is considered a previously channelized, low-gradient headwater stream (a drainage ditch may be a natural stream that has been channelized and can be restored) which would be applicable for stream restoration in lieu of protecting a setback as per Appendix A. A.5.i and ii.

In the event the assessment of the stream, meets all the criteria listed below, restoration (provided 401/404 permits are authorized) as depicted in Part 2 of this attachment, may be a means of reducing the setback distance required by A.5.i. (Appendix A).

Previously Channelized Low-Gradient Headwater Streams, shall for the purposes of this permit, be defined as having all of the following characteristics:

- Less than 10 square miles of drainage area
- Low gradient and low stream power such that despite their straightened and entrenched condition incision (down-cutting) is not evident
- Entrenched, entrenchment ratio < 2.2
- Straight, sinuosity of the bankfull channel < 1.02

Part 2 Restoration

Restoration shall be accomplished by any natural channel design approach that will lead to a self-maintaining reach able to provide both local habitat and watershed services (e.g. self-purification and valley floodwater storage).

a. Construction of a floodplain, channel and habitat via natural channel design;
b. Floodplain excavation necessary to promote interaction between stream and floodplain;
c. Include a water quality setback of 100 feet from top of the streambank on each side.

The primary target regardless of design approach shall be the frequently flooded width, which shall be maximized, at 10 times the channel's self-forming width. Five times the self-forming channel width may still be acceptable particularly on portions of the site if greater widths are achieved elsewhere.

Appendix B
Olentangy River Watershed

CONTENTS OF THIS APPENDIX

B.1 Permit Area
B.2 TMDL Conditions
B.3 Riparian Setback Requirements
B.4 Riparian Setback Mitigation
Attachment B-A: Area of Applicability for the Olentangy Watershed (Map)
Attachment B-B: Stream Assessment and Restoration

B.1 Permit Area.

This appendix to Permit OHC00006 applies to specific portions of the Olentangy River Watershed located within the State of Ohio. The permit area includes the following 12-digit Hydrologic Unit Codes (HUC-12) within the Olentangy River Watershed:

12-Digit Hydrologic Unit Codes

12-Digit Hydrologic Unit Codes (HUC)	Narrative Description of Sub-Watershed
05060001 09 01	Shaw Creek
05060001 09 02	Headwaters Whetstone Creek
05060001 09 03	Claypool Run-Whetstone Creek
05060001 10 07	Delaware Run-Olentangy River
05060001 11 01	Deep Run-Olentangy River
05060001 11 02 (Only portion as depicted in Attachment A)	Rush Run-Olentangy River

Please see Attachment A (Appendix B) for permit area boundaries. An electronic version of Attachment A can be viewed at ***https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program***

B.2 TMDL Conditions.

This general permit requires control measures/BMPs for construction sites that reflect recommendations set forth in the U.S. EPA approved Olentangy TMDL.

B.3 Riparian Setback Requirements.

The permittee shall comply with the riparian setback requirements of this permit or alternative riparian setback requirements established by a regulated MS4 and approved by Ohio EPA. The SWP3 shall clearly delineate the boundary of required stream setback distances. The stream setback shall consist of a streamside buffer and an outer buffer. No construction activity shall occur, without appropriate mitigation, within the streamside buffer except activities associated with stormwater conveyances from permanent treatment practices, approvable utility crossings and restoration or recovery of floodplain and channel form characteristics as described in Attachment B. Stormwater conveyances must be designed to minimize the width of disturbance. Construction activities requiring mitigation for intrusions within the outer buffer for the Olentangy River mainstem and perennial streams are described in Appendix B.4.

If intrusion within the delineated setback boundary is necessary to accomplish the purposes of a project, then mitigation shall be required in accordance with Appendix B.3. of this permit. Streams requiring protection under this section have a defined bed and bank or channel and are defined as follows:

- The Olentangy River mainstem;
- Perennial streams have continuous flow on either the surface of the stream bed or under the surface of the stream bed;
- Intermittent streams flow for extended periods of time seasonally of a typical climate year; and
- Jurisdictional Ephemeral streams are normally dry and only flow during and after precipitation runoff (episodic flow).

National Resources Conservation Service (NRCS) soil survey maps should be used as one reference and the presence of a stream requiring protection should also be confirmed in the field. Any required setback distances shall be clearly displayed in the field prior to any construction related activity.

Riparian setbacks shall be delineated based upon one of the following two methods:

i. The required setback distances shall vary with stream type as follows:

a. The setback distances associated with the mainstem of the Olentangy River shall consist of:

(1) A streamside buffer width of 100 feet as measured horizontally from the ordinary high water mark per side; and

(2) An outer buffer width sized to the regulatory 100-year floodplain based on FEMA mapping. No impervious surfaces shall be constructed without appropriate mitigation and moderate to substantial fill activities with no impervious surface may require appropriate mitigation pending an individual approval by Ohio EPA.

b. The setback distance associated with perennial streams, other than the Olentangy mainstem, shall consist of:

(1) A streamside buffer width of 80 feet per side measured horizontally from the ordinary high water mark; and

(2) An outer buffer width sized to the regulatory 100-year floodplain based on FEMA mapping. In the event the regulatory 100-year floodplain is not established, the outer buffer width shall be calculated using the following equation and measured horizontally from the ordinary high water mark. No impervious surfaces, structure, fill, or activity that would impair the floodplain or stream stabilizing ability of the outer buffer shall occur without appropriate mitigation:

$W = 143DA^{0.41}$ (Equation 1 Appendix B)

where:
DA = drainage area (mi^2)
W = total width of riparian setback (ft)

W shall be centered over the meander pattern of the stream such that a line representing the setback width would evenly intersect equal elevation lines on either side of the stream.

If the DA remains relatively constant throughout the stretch of interest, then the DA of the downstream edge of the stretch should be used. Where there is a significant increase in the DA from the upstream edge to the downstream edge of the area of interest, the setback width shall increase accordingly.

c. The setback distance associated with intermittent streams and jurisdictional ephemeral streams shall be a streamside buffer width of 30 feet per side measured horizontally from the centerline of the stream. No outer buffer is required for intermittent and ephemeral streams.

ii. Stream Restoration with 100 feet (each side) Riparian Setback. Each stream segment within the proposed site boundaries can be assessed in accordance with Attachment B. In the event the stream segment is classified as a "Previously Modified Low Gradient Headwater Stream", the permittee has the option to restore the stream segment in accordance with Attachment B and include a 100 feet water quality setback distance from the top of the streambank on each side. In the event the stream segment exceeds the minimum criteria in Attachment B to be classified as a "Previously Modified Low Gradient Headwater Stream", this may be considered on a case-by-case basis.

No structural sediment controls (e.g., the installation of sediment barriers or a sediment settling pond) or structural post-construction controls shall be used in a stream or the streamside buffer. Activities and controls that would not impair the floodplain or stream stabilizing ability of the outer buffer can be considered.

Redevelopment projects (i.e., developments on previously developed property) located within the delineated setback boundary is exempt from Riparian Setback Mitigation (B.3) provided the proposed project does not further intrude the delineated setback boundary.

B.4 Riparian Setback Mitigation.

The mitigation required for intrusion into the riparian setback of the **Olentangy River mainstem or perennial streams** shall be determined by the horizontal distance the intrusion is from the stream. Up to three zones will be used in determining the required mitigation. Zone 1 extends from 0 to 30 feet from the stream edge. Zone 2 extends from 30 feet to the outer edge of the streamside buffer. Zone 3 extends from the outer edge of the streamside buffer to the outer edge of the outer buffer. Intrusion into these zones will require the following mitigation within the same Watershed Assessment Unit

(12-digit HUC scale). Alternative mitigation, within the permit area, may be considered on a case-by-case basis:

1. Four (4) times the total area disturbed in the stream within Zone 1 of the site being developed shall be mitigated; or, two (2) times the total area disturbed in the stream within Zone 1 shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected by binding conservation easements or environmental covenants.

2. Three (3) times the area disturbed within Zone 2 of the site being developed shall be mitigated within Zones 1 and/or 2 of the mitigation location; or, one and one-half (1.5) times the total area disturbed within Zone 2 shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected in perpetuity by binding conservation easements or environmental covenants.

3. Two (2) times the area to be mitigated within Zone 3 of the site being developed shall be mitigated within any Zone of the mitigation location; or, one (1) times the total area to be mitigated within any zone shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected in perpetuity by binding conservation easements or environmental covenants.

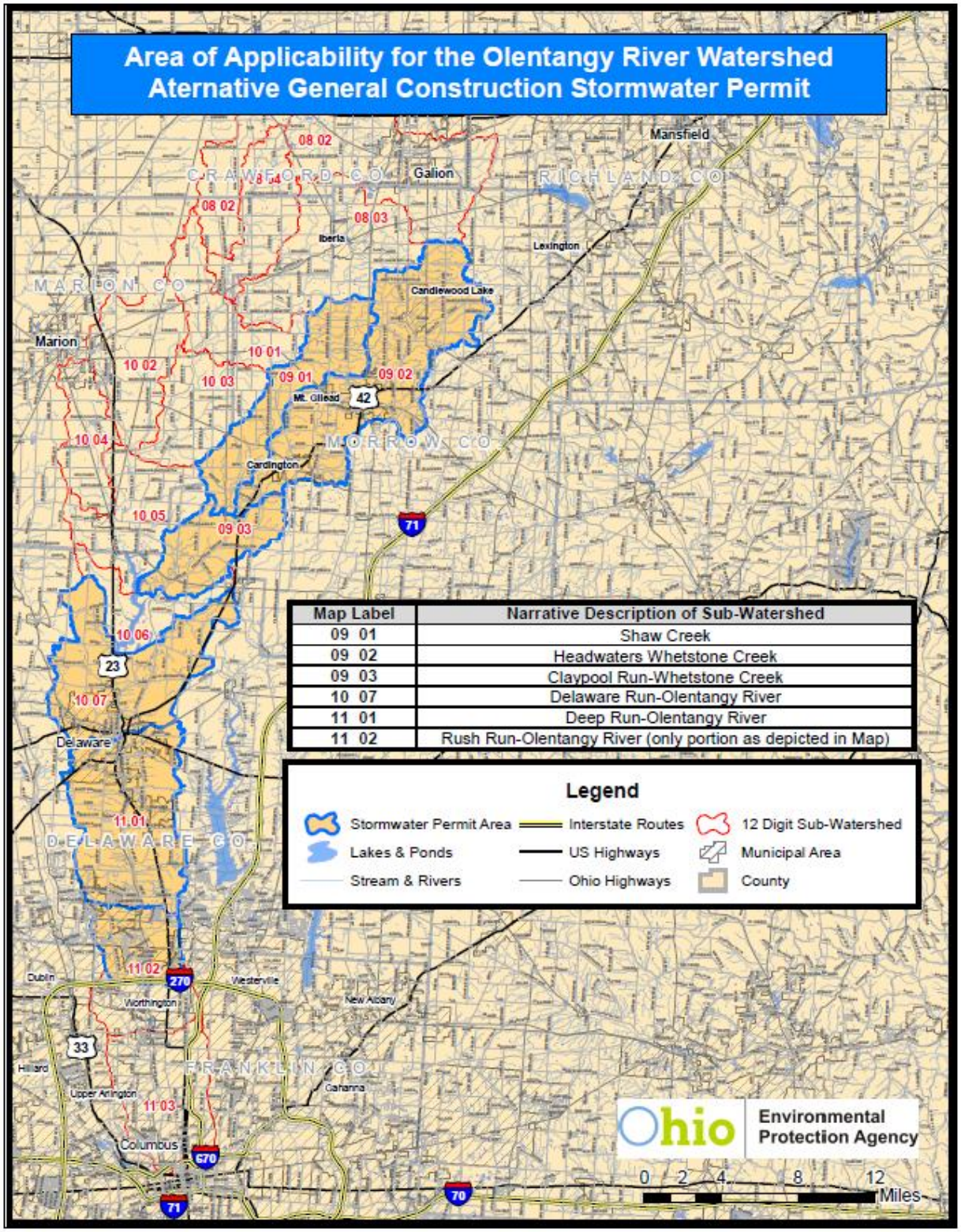
The mitigation required for intrusion into the riparian setback of an **intermittent stream** shall be four (4) times the total area disturbed within the riparian setback of the site being developed shall be mitigated; or two (2) times the total area disturbed within the riparian setback shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected in perpetuity by binding conservation easements or environmental covenants.

The mitigation required for intrusion into the streamside buffer of a **jurisdictional ephemeral stream** shall be two (2) times the total area disturbed within the riparian setback of the site being developed shall be mitigated; or one (1) times the total area disturbed within the riparian setback shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected in perpetuity by binding conservation easements or environmental covenants.

All mitigation shall, at a minimum, include conserved or restored setback zone, and should be designed to maximize the ecological function of the mitigation. Including mitigation at the stream edge along with associated setback areas is one way to maximize ecological function. Mitigation shall be protected in perpetuity by binding conservation easements or environmental covenants which must be recorded within 6 months of permit authorization. Granting of binding conservation easements or environmental covenants protected for land outside of disturbed area, but within a required riparian setback counts towards required mitigation.

Mitigation may also be satisfied by approved pooled mitigation areas and in-lieu fee sponsored mitigation areas. Mitigation resulting from State or Federal environmental regulations may be adjusted in recognition of these requirements.

Appendix B Attachment A Applicable Portions of the Olentangy Watershed



A more detailed map can be viewed at:
https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program

Appendix B Attachment B

Part 1 Stream Assessment

This assessment will determine if a stream is considered a previously channelized, low-gradient headwater stream (a drainage ditch may be a natural stream that has been channelized and can be restored) which would be applicable for stream restoration in lieu of protecting an outer 'no build' setback as per Appendix B B.2i. and ii.

In the event the assessment of the stream meets all the criteria listed below, restoration as depicted in Part 2 of this attachment or natural channel design could be performed, provided 401/404 permits are authorized, and may be a means of reducing the setback distance required by B.2.i. (Appendix B).

Previously Modified, Low-Gradient Headwater Streams shall, for the purposes of this permit, be defined as having all of the following characteristics:

- Less than 10 square miles of drainage area;
- Low gradient and low stream power such that incision (down-cutting) is not evident;
- Entrenched such that the ratio of the frequently flooded width to the bankfull width is less than 2.2; and
- Straight with little or no sinuosity present such that the ratio of the bankfull channel length to the straight-line distance between two points is less than 1.02.

Part 2 Restoration

Restoration shall be accomplished by any natural channel design approach that will lead to a self-maintaining reach able to provide both local habitat and watershed services (e.g. self-purification and valley floodwater storage).

a. Construction of a floodplain, channel and habitat via natural channel design;
b. Floodplain excavation necessary to promote interaction between stream and floodplain;
c. Include a water quality setback of 100 feet from top of the streambank on each side.

The primary target shall be a frequently flooded width of 10 times the channel's self-forming width. Five times the self-forming channel width may be acceptable if sufficient elements of natural channel design are included in the restoration project.

Appendix C. Rainfall Intensity for Calculation of Water Quality Flow (WQF)

DURATION t_c (minutes)	WATER QUALITY INTENSITY [i_{wq}] (inches/hour)	DURATION t_c (minutes)	WATER QUALITY INTENSITY [i_{wq}] (inches/hour)
5	2.37	33	0.95
6	2.26	34	0.93
7	2.15	35	0.92
8	2.04	36	0.90
9	1.94	37	0.88
10	1.85	38	0.86
11	1.76	39	0.85
12	1.68	40	0.83
13	1.62	41	0.82
14	1.56	42	0.80
15	1.51	43	0.78
16	1.46	44	0.77
17	1.41	45	0.76
18	1.37	46	0.75
19	1.33	47	0.74
20	1.29	48	0.73
21	1.26	49	0.72
22	1.22	50	0.71
23	1.19	51	0.69
24	1.16	52	0.68
25	1.13	53	0.67
26	1.10	54	0.66
27	1.07	55	0.66
28	1.05	56	0.65
29	1.03	57	0.64
30	1.01	58	0.64
31	0.99	59	0.63
32	0.97	60	0.62

Note: For t_c < 5 minutes, use i = 2.37 in/hr; for t_c > 60 minutes, use i = 0.62 in/hr. For all other t_c, use the appropriate value from this table.

EMH&T

APPENDIX B: Contractor & Subcontractor SWPPP Acknowledgement Form

DUBLIN WATERWAYS MAINTENANCE PROGRAM YEAR 2
Storm Water Pollution Prevention Plan
Contractor & Subcontractor Acknowledgement

"I have been informed of the terms and conditions of Ohio's storm water general permit for construction activities (the "Permit") and have reviewed and understand the conditions and responsibilities of this Storm Water Pollution Prevention Plan ("SWPPP"); I acknowledge my responsibilities under the Permit and SWPPP."

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

SWPPP Role: _____

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

SWPPP Role: _____

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

SWPPP Role: _____

EMH&T

APPENDIX C: Erosion & Sediment Control Plan & Best Management Practice Details

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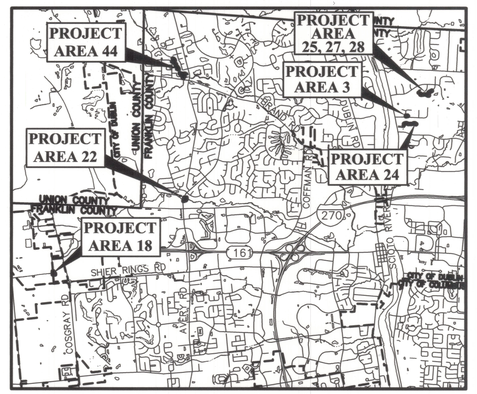
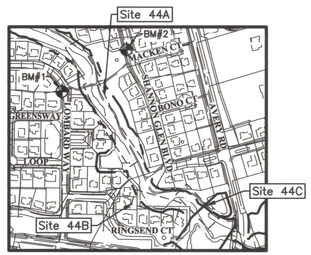
CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM
2025

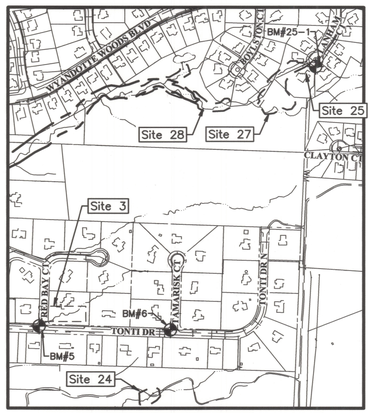


LOCATION MAP
1" = 5000'

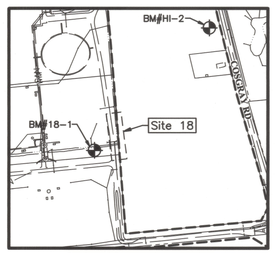


SITE 44 INDEX MAP
Scale : 1" = 500'

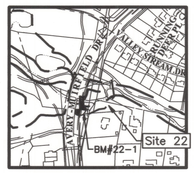
GRAPHIC SCALE
0 250 500 1000
1 inch = 500 feet



SITES 3, 24, 25, 27 & 28 INDEX MAP
Scale : 1" = 500'



SITE 18 INDEX MAP
Scale : 1" = 500'



SITE 22 INDEX MAP
Scale : 1" = 500'

BENCH MARKS
(NAVD 1988)

Source BM HI–2 — Aluminum disk in the southwest corner of the west headwall of Cosgray Road bridge WAS–39–4.58 over Cosgray Ditch #2, 0.70 miles south of Dublin–Plain City Road, 24 feet west of the centerline.
Northing = 764892 Easting = 1775840 Elev. = 942.034

BM#1 — Chiseled "X" on the east flange bolt of a fire hydrant located on the west side of Lombard Way, being the first hydrant (160 ft) north of Greensway Loop.
Northing = 777650 Easting = 1783058 Elev. = 919.90

BM#2 — Chiseled "X" on the east flange bolt of a fire hydrant located on the northwest side of the intersection of Shannon Glen Boulevard and Macken Court.
Northing = 777925 Easting = 1783483 Elev. = 921.39

BM#5 — Chiseled "X" on the south flange bolt of a fire hydrant located at the northwest corner of the intersection of Tonti Drive and Red Bay Court.
Northing = 774086 Easting = 1798457 Elev. = 848.30

BM#6 — Chiseled "X" on the south flange bolt of a fire hydrant located at the northwest corner of the intersection of Tonti Drive and Tamarisk Court.
Northing = 774061 Easting = 1799323 Elev. = 887.52

BM#18–1 — Chiseled square on the southwest corner of a concrete pad for an electric cabinet, being 75 feet south of the southeast corner of Darree Field #13.
Northing = 763776 Easting = 1775082 Elev. = 942.56

BM#22–1 — Chiseled "X" on the west flange bolt of a fire hydrant located on the east side of Avery–Muirfield Drive, being on the north side of the driveway to residence #6810.
Northing = 768597 Easting = 1783833 Elev. = 916.11

BM#25–1 — Chiseled "X" on the north flange bolt of a fire hydrant located on the south side of the cul–de–sac for Lanham Court, being in front of residence #7778.
Northing = 775791 Easting = 1800280 Elev. = 914.52

STANDARD CONSTRUCTION DRAWINGS

The Standard Construction Drawings listed on these plans are to be considered a part thereof.

City of Columbus	City of Dublin (2024 Edition)	
AA–S102	RD–01	RD–11
AA–S134B	RD–02	ST–01
AA–S149	RD–04	ST–03
AA–S150	RD–05	ST–04
AA–S151	RD–06	ST–05
AA–S161		ST–06
AA–S168		

OWNER
CITY OF DUBLIN
6555 SHIER RINGS ROAD
DUBLIN, OHIO 43016
Tel: (614) 410–4740

ENGINEERS
EMH&T
5500 NEW ALBANY ROAD
NEW ALBANY, OHIO 43054
Tel: (614) 775–4500

STANTEC
1500 LAKE SHORE DRIVE,
SUITE 100, COLUMBUS,
OHIO 43204
Tel: (614) 486–4383

MUNICIPALITY APPROVAL
The signatures below signify only concurrence with the purpose and general location of the project and does not constitute assurance to operate as intended. All technical details remain the responsibility of the Professional Civil Engineer preparing the plans.

Approved:

Director of Engineering/City Engineer
City of Dublin, Ohio
Paul A. Hammersmith, P.E.

Date

Notify OHIO811.org Before You Dig
Notify online using Remote Ticket Entry
To call dial 8-1-1 or 800-362-2764
idig

PREPARED BY:

STATE OF OHIO
ALEXANDRIA KOSOMA JENSEN
E-88649
REGISTERED
PROFESSIONAL ENGINEER

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Registered Engineer No.
(Sheets 01–07, 10–19, 29–30, 32–34, 44–67, 70, 73–77, 80, 84–92, 95–97)

06/20/25
Date

STATE OF OHIO
JONATHAN RICKETTS
E-84552
REGISTERED
PROFESSIONAL ENGINEER

Stantec

Registered Engineer No.
(Sheets 01–06, 08–09, 20–31, 35–43, 62–65, 68–69, 71–72, 78–79, 81–83, 87–90, 93–95)

06/20/2025
Date

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
TITLE SHEET

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE: JUNE 2025
SCALE: AS NOTED
JOB NO.: 2022-0903
SHEET: 01/97

24-016-CIP

I:\2022\0903\Dwg\04Sheets\Plans\Year 2\01 Title Sheet.dwg Last Saved By: jjensen 6/18/2025 4:24 PM Last Printed By: jjensen Alexandria 6/18/2025 4:25 PM (No Xref's)

SITE NARRATIVE

PLAN DESIGNER:

Sites 3, 13, 18, 25, 44:
EMH&T Inc.
Alex Jensen, PE
5500 New Albany Road
Columbus, Ohio 43054
Tel: (614) 775-4500
Fax: (614) 775-4800
Email: ajensen@emht.com

Sites 22, 24, 27, 28:
Stantec
Jon Ricketts, PE
1500 Lake Shore Drive Suite 100
Columbus, Ohio 43204
Tel: (614) 233-6718
Email: Jonathan.Ricketts@stantec.com

OWNER:

City of Dublin
6555 Shier Rings Road
Dublin, Ohio 43016
Tel: (614) 410-4740

PROJECT DESCRIPTION:

The project includes the bank stabilization of nine stream sites throughout the City of Dublin using streambank grading, riprap installation, and riparian buffer planting to enhance channel stability.

EXISTING SITE CONDITIONS:

Pre-development conditions of the sites include eroded banks and protruded storm outfalls throughout the existing stream reaches.

RECEIVING STREAM:

Tamarisk Creek (Site 3), South Fork Indian Run (Sites 18 and 22), Bait Shop Creek (Site 24), Tonti Creek (Sites 25, 27, and 28), and Tributary I-2 of North Fork Indian Run (Site 44).

ADJACENT AREAS:

The project consists of sites that run through wooded corridors, recreational parks, and alongside roadways throughout the City of Dublin.

DISTURBED AREA:

The total disturbed area is 4.20 ± acres.

EROSION AND SEDIMENT MEASURES:

Erosion and sediment control for the project will be managed in one phase at each project site.

CONSTRUCTION SEQUENCE:

CONSTRUCTION SEQUENCING

Site 3
1. Establish a temporary stabilized construction entrance, staging area, compost filter sock perimeter, and temporary construction fence perimeter.
2. Delineate limits of disturbance and tree areas to protect.
3. Clearing and grubbing.
4. Install rock check dams upstream and downstream of work area.
5. Install clean water pump around from upstream of the work area into existing undisturbed channel downstream of the work area.
6. Install muddy water pump around and filter bag.
7. Construct the proposed channel stabilization improvements.
8. Install erosion control matting, topsoil, seedings, and plantings.
9. Remove temporary pump arounds, rock check dams, and filter bag after site is stabilized to the satisfaction of the City Engineer.
10. Remove temporary construction entrance, staging area, compost filter sock, and construction fencing.
11. Perform site restoration on all disturbed areas not previously stabilized.

Sites 18:
1. Establish a temporary stabilized construction entrance, staging area, compost filter sock perimeter, and temporary construction fence perimeter.
2. Delineate limits of disturbance and tree areas to protect.
3. Clearing and grubbing.
4. Install rock check dam upstream and downstream of work area.
5. Install clean water pump around from upstream of the work area into the existing undisturbed channel downstream of the work area.
6. Install muddy water pump around and filter bag.
7. Construct the proposed channel stabilization improvements.
8. Install erosion control matting, topsoil, seedings, and plantings.
9. Remove temporary pump arounds, rock check dam, and filter bag after site is stabilized to the satisfaction of the City Engineer.
10. Remove temporary construction entrance, staging area, compost filter sock, and construction fencing.
11. Perform site restoration on all disturbed areas not previously stabilized.

Site 22:
1. Establish a temporary stabilized construction entrance, staging area, timber mats, temporary construction fencing, and composite filter sock.
2. Delineate limits of disturbance, tree areas to protect, and utility protection.
3. Clearing and grubbing.
4. Construction layout of bank stabilization activities.
5. Construct the proposed channel bank stabilization.
6. Install topsoil, seed, mulch, slope erosion protection mat, and plantings at bank stabilization location.
7. Prepare area for seeding on the floodplain.
8. Install seed, mulch, and plantings on floodplain.
9. Remove temporary construction entrance, staging area, composite filter sock, timber mats, and construction fencing.
10. Perform final site restoration on all disturbed areas not previously stabilized.

Site 24:
1. Establish a temporary stabilized construction entrance, staging area, temporary construction fencing, and composite filter sock.
2. Delineate limits of disturbance, tree areas to protect, and utility protection.
3. Clearing and grubbing.
4. Trim culvert.
5. Construct the proposed rock toe and rock channel protection.
6. Install topsoil, seed, mulch, slope erosion protection mat, and plantings on graded bank.
7. Remove temporary construction entrance, staging area, composite filter sock, and construction fencing.
8. Repair access paths.
9. Perform final site restoration on all disturbed areas not previously stabilized.

CONSTRUCTION SEQUENCE (CONT.)

Site 25:
1. Relocate existing mailbox to a location determined by the City Engineer.
2. Establish a temporary stabilized construction entrance using timber matting and install inlet protection on the existing storm sewer inlet.
3. Delineate limits of disturbance and tree areas to protect.
4. Clearing and grubbing
5. Install rock check dam in front of the existing basin outlet structure to filter runoff prior to discharging from the basin.
6. Install the proposed storm sewer, inlets, and rock channel protection.
7. Protect installed storm sewer inlets from sediment. Place temporary fill above final grade as needed to facilitate access to Sites 27 and 28. Install additional timber matting, staging area, compost filter sock perimeter, and temporary construction fence perimeter.
8. Upon the completion of Sites 27 and 28, remove the staging area, rock check dam, filter socks and perimeter fencing.
9. Remove temporary fill to final grade and remove inlet protection. Install erosion control matting, seeding, and compost filter sock ditch checks.
10. Remove the remaining construction fencing, timber matting, and inlet protection.
11. Perform site restoration on all disturbed areas not previously stabilized.

Site 27:
1. Utilize the Site 25 staging area, access path, compost filter sock, construction fencing, and any other temporary sediment and erosion control measure established for Site 25.
2. Delineate limits of disturbance, tree areas to protect, and utility protection.
3. Clearing and grubbing.
4. Install clean water pump around from upstream of the work area into existing undisturbed channel downstream.
5. Install rock check dams upstream and downstream of work area.
6. Install muddy water pump around, filter bag, and filter socks.
7. Construct the proposed rock toe, emergency spillway, embankment, and outfall protection.
8. Install topsoil, seed, mulch, turf reinforcement mat, slope erosion protection mat, and plantings leaving an access route to access Site 28.
9. Construct Site 28.
10. Remove all temporary sediment and erosion control measures from Sites 25, 27, and 28.
11. Perform final site restoration on all disturbed areas not previously stabilized.

Site 28:
1. Utilize the Site 25 and 27 staging area, access path, compost filter sock, construction fencing, and all other temporary sediment and erosion control measure established for Sites 25 and 27.
2. Delineate limits of disturbance and tree areas to protect.
3. Install the following temporary sediment and erosion control measures such as the minor stream crossings, timber mats, construction fencing, composite filter sock, and staging area.
4. Clearing and grubbing.
5. Install clean water pump around from upstream of the basin outfall work along Tributary 1A and direct the flow downstream of the confluence with Tributary 1.
6. Install rock check dam upstream of the basin outfall work.
7. Install muddy water pump around, filter bag, and filter socks.
8. Construct the proposed outfall protection, rock ramp, and headwater channel.
9. Install seed, mulch, slope erosion protection mat, and plantings on disturbed areas.
10. Remove the clean water pump around, rock check dam, and muddy water pump around.
11. Construct the remaining bank stabilization measures and anchor logs along Tributary 1.
12. Install seed, mulch, slope erosion protection mat, and plantings on disturbed areas.
13. Remove all temporary sediment and erosion control measures.
14. Perform final site restoration on all disturbed areas not previously stabilized.

Site 44A, 44B & 44C:
1. Establish a temporary stabilized construction entrance, staging area, compost filter sock perimeter, and temporary construction fence perimeter.
2. Delineate limits of disturbance and tree areas to protect.
3. Clearing and grubbing.
4. Install rock check dams upstream and downstream of work area.
5. Install clean water pump around from upstream of the work area into existing undisturbed channel downstream of the work area.
6. Install muddy water pump around and filter bag.
7. Construct the proposed channel stabilization improvements.
8. Install erosion control matting, topsoil, seedings, and plantings.
9. Remove temporary pump arounds, rock check dams, and filter bag after site is stabilized to the satisfaction of the City Engineer.
10. Remove temporary construction entrance, staging area, compost filter sock, and construction fencing.
11. Perform site restoration on all disturbed areas not previously stabilized.

Note:
The construction sequence provided above is for NPDES permit coverage compliance only. The Contractor will be responsible for determining their own project schedule and shall not soley rely on the stated sequence of construction for bidding.

SCHEDULE:

The Contractor shall provide a schedule of operations to the Owner. Sedimentation and erosion control features shall be placed in accordance with this schedule.

OHIO EPA NPDES FACILITY PERMIT NUMBER:

4GC10508*AG

SITE CONTACT:

Michael Hendershot, PE
City of Dublin
(614) 410-4657
MHendershot@dublin.oh.us

SEDIMENT AND EROSION CONTROL NOTES

INSPECTIONS:
The NPDES permit holder along with the Contractor shall provide qualified personnel to conduct site inspections ensuring proper functionality of the erosion and sedimentation controls. All erosion and sedimentation controls are to be inspected once per every seven calendar days and within 24 hours of a 0.5" storm event or greater that occurs over a 24 hour period. Records of the site inspections shall be kept and made available to jurisdictional agencies if requested.

MAINTENANCE:
It is the Contractor's responsibility to maintain the sedimentation and erosion control features on this project. Any sediment or debris which has reduced the efficiency of a control shall be removed immediately. Should a structure or feature become damaged, the Contractor shall repair or replace at no additional cost to the City of Dublin.

CONTRACTORS RESPONSIBILITIES:
Details have been provided on the plans in an effort to help the Contractor provide erosion and sedimentation control. The details shown on the plan shall be considered a minimum. Additional or alternate details may be found in the Ohio EPA Manual "Rainwater and Land Development". The Contractor shall be solely responsible for providing necessary and adequate measures for proper control of erosion and sediment runoff from the site along with proper maintenance and inspection in compliance with the NPDES General Permit for Stormwater Discharges Associated with Construction Activity.

The City shall file a Notice of Intent as per NPDES requirements including any offsite dumping or borrow areas. The Contractor is to submit a co-permittee Notice of Intent to obtain coverage under the NPDES permit coverage issued to the City. It is the Contractor's responsibility to notify his subcontractors of the OEPA requirements. Furnish copies of the documents to the City of Dublin.

The Construction Sequence shown on this plan is provided to satisfy Ohio EPA SWPPP requirements and for the Contractor's convenience only. The Contractor is required to develop and submit his own construction sequence (schedule of operations) to the Owner. The schedule should include a sequence of the placement of the sedimentation and erosion control measures that provides for continual protection of the site throughout the earth moving activities.

Prior to construction operations in a particular area, all sedimentation and erosion control features shall be in place. Field adjustments with respect to locations and dimensions may be made by the Engineer, City of Dublin, and the Ohio EPA.

It may become necessary to remove portions of sedimentation controls during construction to facilitate the grading operations in certain areas. However, the controls shall be replaced upon grading or during any inclement weather.

The Contractor shall be responsible to have the current Storm Water Pollution Prevention Plan immediately available or posted on site.

The contractor is responsible for ensuring that offsite soil borrow and export areas have Ohio EPA NPDES permit coverage and that appropriate erosion and sediment controls are properly installed and maintained.

Street cleaning (on an as-needed basis) is required through the duration of this construction project. This includes sweeping, power cleaning and (if necessary) manual removal of dirt or mud in the street gutters.

The Contractor shall be responsible to ensure that no solid or liquid waste is discharged into storm water runoff. Untreated sediment-laden runoff shall not flow off of site without being directed through a control practice.

Direct discharge of sediment laden water to the City's sewer system or a receiving stream is a violation of Ohio EPA and City of Dublin regulations; the Contractor will be held liable for the violation and subsequent fines.

This plan must be posted on-site. A copy of the SWPPP plan and the approved Ohio EPA Stormwater Permit (with the site-specific NOI number) shall be kept on-site at all times.

All Erosion & Sediment Control practices are subject to Field Modification at the direction of the City of Dublin and/or Ohio EPA.

TABLE 1: PERMANENT STABILIZATION

AREA REQUIRING PERMANENT STABILIZATION	TIME FRAME TO APPLY EROSION CONTROL
Any areas that will lie dorment for one year or more	Within seven days of the most recent disturbance
Any areas within 50 feet of a surface water of the state and at final grade	Within two days of reaching final grade
Any areas at final grade	Within seven days of reaching final grade within that area

TABLE 2: TEMPORARY STABILIZATION

AREA REQUIRING PERMANENT STABILIZATION	TIME FRAME TO APPLY EROSION CONTROL
Any areas within 50 feet of a surface water of the state and at final grade	Within two days of the most recent disturbance if the area will remain idle for more than fourteen days
For all construction activities, any disturbed areas that will be dormant for more than 14 days but less than one year, and not within 50 feet of a surface water of the state	Within seven days of the most recent disturbance within the area For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s)
Disturbed areas that will be idle over winter	Prior to the onset of winter weather

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS
MAINTENANCE PROGRAM 2025
EROSION & SEDIMENT CONTROL NOTES & DETAILS

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

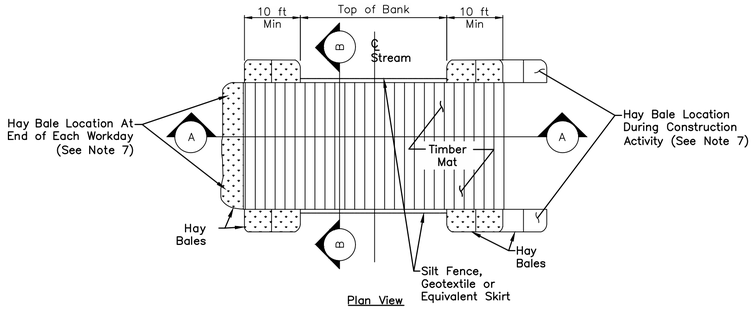
DATE
JUNE 2025

SCALE
NONE

JOB NO.
2022-0903

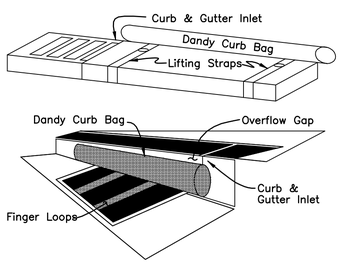
SHEET
62/97

N:\2022\0903\Dwg\04Sheets\Plan\Year 2\Erosion & Sediment Control Notes & Details.dwg, Last Saved By: jhobarello, 6/16/2025 3:24 PM, Last Plotted By: Rascarello, Joslyn, 6/16/2025 4:43 PM (No Xrefs)



1. This type of bridge is generally used for small stream crossings less than 25 feet in width and a proper stream bank configuration.
2. Extend timber mat 50 feet, but not less than 10 feet, from top of bank, on both sides of stream crossing in order to minimize disturbance of stream banks and riparian areas.
3. Bridge will be temporarily removed if high water renders it unsafe for crossing.
4. Bridge to remain in place until completion of final restoration.
5. A skirt formed of silt fence, geotextile fabric, or equivalent shall be placed on the sides and bottom of the bridge to trap sediment as necessary.
6. Individual mats shall be anchored and butted tightly to minimize the introduction of sediment to the waterbody.
7. Hay bales will be placed at the edge of the equipment bridge at the end of each work day to prevent erosion, but will be removed during construction activity.
8. Temporary stream crossing shall be inspected on a daily basis.
9. Damaged crossing shall be repaired within 24 hours of the inspection, and before any subsequent use.
10. Sediment deposits on the crossing or its approaches shall be removed within 24 hours of inspection.
11. Anchor timber mat to a tree, or temporary concrete blocks with sufficient strength, using steel chain or cable.
12. Contractor may submit a substitute equal stream crossing detail for review by the City Engineer.

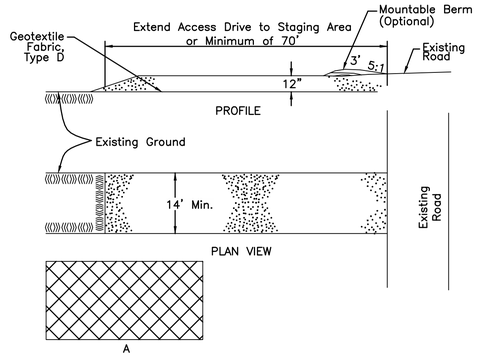
DETAIL
TEMPORARY MINOR STREAM CROSSNG — Not to Scale



Installation: Stand grate on end. Slide the Dandy Curb Bag on with Dam on top of the grate. Pull all excess down. Lay unit on its side. Carefully tuck flap in. Press Velcro strips together. Install the unit making sure front edge of grate is inserted in frame first then lower back into place. Press Velcro dots together which are located under lifting straps. This insures straps remain flush with gutter.

Maintenance: With a stiff bristle broom sweep silt and other debris off surface after each event.

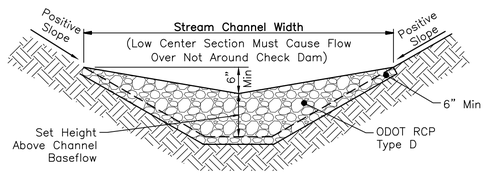
DETAIL
DANDY CURB BAG — Not to Scale



A: Contractor Laydown Area (dumpster, vehicle fueling) location to be determined in the field by Contractor.

1. Stone Size – use 2" stone, or reclaimed or recycled concrete equivalent. Item 304 or other finely graded material shall not be added to the stone.
   1.1. Where noted on plans, only timber mat or approved equal may be used for site entrance material.
2. Length – Extend access drive to staging area or a minimum of 70', whichever occurs first.
3. Thickness – Twelve (12) inches.
4. Width – 14' min.
5. Geotextile Filter, Type D – Will be placed over the entire area prior to placing of stone.
6. Surface Water – All surface water flowing or diverted toward construction entrances shall be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.
7. Maintenance – The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right–of–way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public rights–of–way must be removed immediately.
8. Washing – Wheels shall be cleaned to remove sediment prior to entrance onto public right–of–ways. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.
9. Periodic inspection and needed maintenance shall be provided after each rain. Contractor shall utilize a vacuum sweeper equipped with a brush when directed by the City Engineer shall sediment tracking onto public streets become an issue.

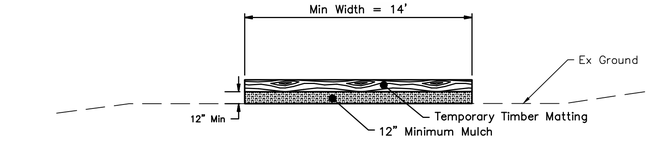
DETAIL
STABILIZED CONSTRUCTION ENTRANCE — Not to Scale



CROSS SECTION VIEW

1. The check dam shall be constructed of 4–8 inch diameter stone, placed so that it completely covers the width of the channel. ODOT Type D stone is acceptable, but should be underlain with a gravel filter consisting of ODOT No. 3 or 4 or suitable filter fabric.
2. Maximum height of check dam shall not exceed 3.0 feet. Minimum height shall not be less than 1.0 foot.
3. The midpoint of the rock check dam shall be a minimum of 6 inches lower than the sides in order to direct across the center and away from the channel sides.
4. The base of the check dam shall be entrenched approximately 6 inches.
5. Spacing of check dams shall be in a manner such that the toe of the upstream dam is at the same elevation as the top of the downstream dam.
6. A Splash Apron shall be constructed where check dams are expected to be in use for an extended period of time, a stone apron shall be constructed immediately downstream of the check dam to prevent flows from undercutting the structure. The apron should be 6 in. thick and its length two times the height of the dam.
7. Stone placement shall be performed either by hand or mechanically as long as the center of check dam is lower than the sides and extends across entire channel.
8. Side slopes shall be a minimum of 2:1.

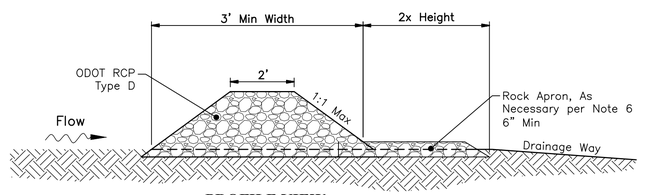
DETAIL
ROCK CHECK DAM — Not to Scale



CROSS SECTION VIEW

1. Place timber mats along access route to project area to protect existing ground and/or critical root zones during construction.
2. Following construction, matting and mulch shall be removed and existing ground shall be restored to existing conditions.

DETAIL
TEMPORARY TIMBER MATTING — NOT TO SCALE



PROFILE VIEW

Maintenance:

1. Rock check dams shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.
2. Close attention shall be paid to the repair of damaged check dams, end runs and undercutting beneath dams.
3. Necessary repairs to check dams shall be accomplished promptly.
4. Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reaches approximately one–half the height of the barrier.
5. Any sediment deposits remaining in place after the aggregate is no longer required shall be dressed to conform to the existing grade, prepared and seeded.
6. The apron shall have a thickness of 6" minimum and the length shall be 2x the height of the dam.

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
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FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
EROSION & SEDIMENT CONTROL NOTES & DETAILS

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
AS NOTED

JOB NO.
2022-0903

SHEET
63/97

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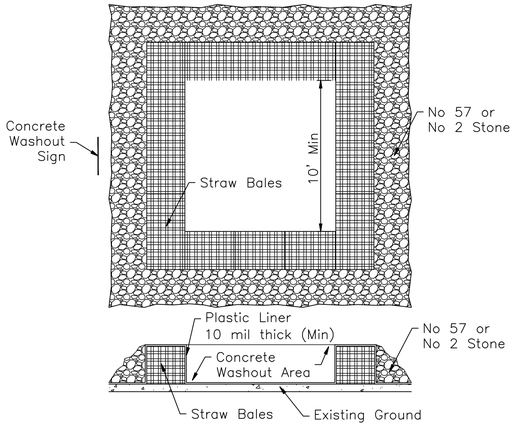
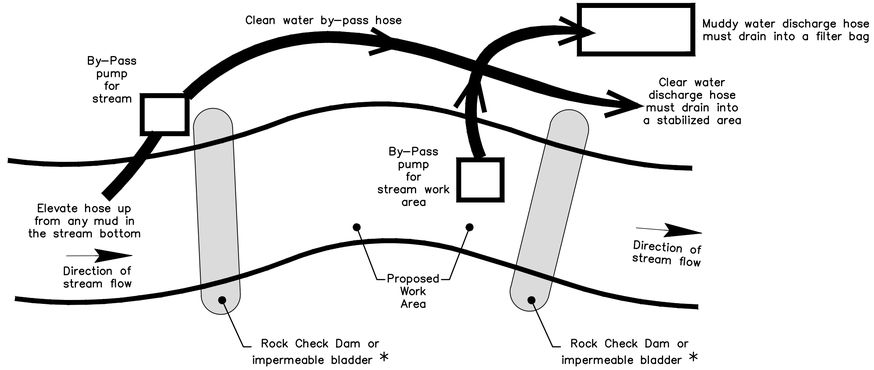


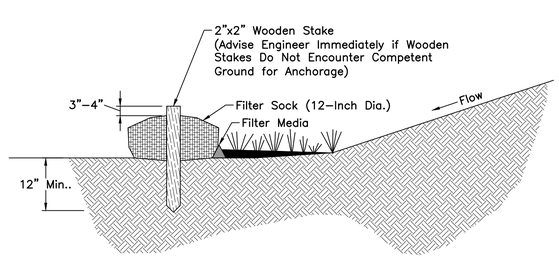
Notes:
1. Concrete trucks shall utilize areas to washout trucks. Accumulated concrete shall be removed from the site and disposed of properly.
2. As an alternative, contractor shall use a roll off box with liner.

DETAIL
CONCRETE WASHOUT DETAIL — Not to Scale



* Non–erodable material only

DETAIL
STREAM DAM AND BY-PASS PUMP DETAIL — Not to Scale

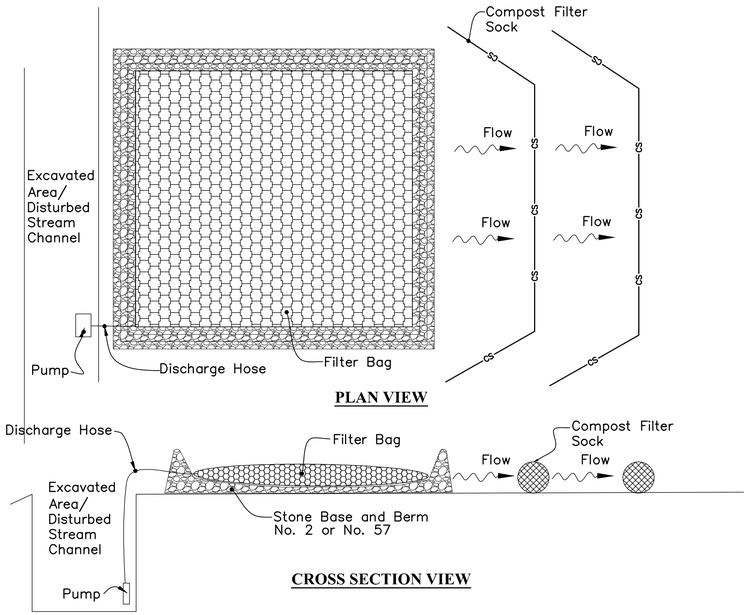


1. Materials – compost used for filter socks shall be weed, pathogen and insect free and free of any refuse, contaminants or other materials toxic to plant growth. they shall be derived from a well–decomposed source of organic matter and consist of a particles ranging from 3/8" to 2".
2. Filter socks shall be 3 or 5 mil continuous, tubular, hdpe 3/8" knitted mesh netting material, filled with compost passing the above specifications for compost products.

Installation:
1. Filter socks will be placed on a level line across slopes, generally parallel to the base of the slope or other affected area. on slopes approaching 2:1, additional socks shall be provided at the top and as needed midslope.
2. Upon installation of the filter sock, additional filter media (matching the media inside of the sock) shall be placed on the upland side of the filter sock. filter media shall extend halfway up the sock and slope at a maximum of 45 degrees to existing ground elevation.
3. Filter socks intended to be left as a permanent filter or part of the natural landscape, shall be seeded at the time of installation for establishment of permanent vegetation.
4. Filter socks are not to be used in concentrated flow situations or in runoff channels.

Maintenance:
1. Routinely inspect filter socks after each significant rain, maintaining filter socks in a functional condition at all times.
2. Remove sediments collected at the base of the filter socks when they reach 1/3 of the exposed height of the practice.
3. Where the filter sock deteriorates or fails, it will be repaired or replaced with a more effective alternative.
4. Removal – filter socks will be dispersed on site when no longer required in such as way as to facilitate and not obstruct seedings.

DETAIL
COMPOST FILTER SOCK DETAIL — Not to Scale



Installation:
The Contractor shall pump muddy water encountered within excavated areas that are not tributary to sediment basins into a filter fabric bag. The bag shall be placed within a level undisturbed area as far away from the stormwater outfall as possible. The bag shall be placed on top of a aggregate pad. Additionally, a perimeter aggregate berm shall be constructed around the bag. Perimeter controls such as compost filter socks shall be utilized along the downstream side of the bag. The perimeter controls shall be installed to ensure that the water flowing out of the bag does not flow around the ends of the controls. Upon completion, the bag shall be removed to an area away from the stormwater outfall and opened. The accumulated sediment shall be spread out to allow to dry and stabilized with vegetation. Filter bag shall be sized based upon the pumping rate into the bag.

Maintenace:
The filter bag shall be replaced when the bag is half filled with sediment.

The Contractor shall contact the Owner/Engineer for consultative services if dewatering activities overwhelm the filter bag and perimeter controls.

DETAIL
DEWATERING FILTER BAG — Not to Scale

REVISIONS

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EROSION & SEDIMENT CONTROL NOTES & DETAILS

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE: JUNE 2025

SCALE: AS NOTED

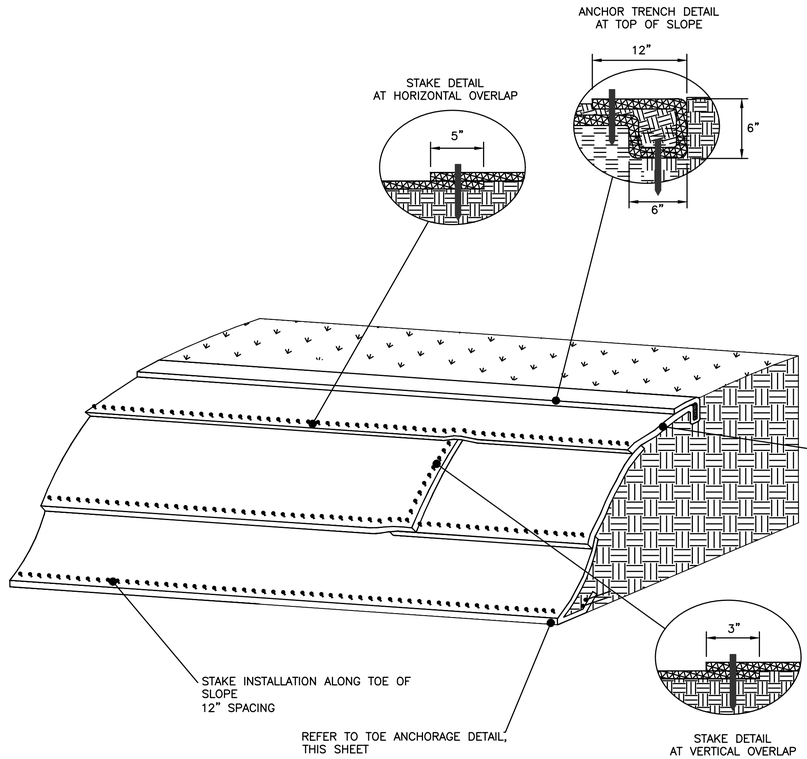
JOB NO.: 2022-0903

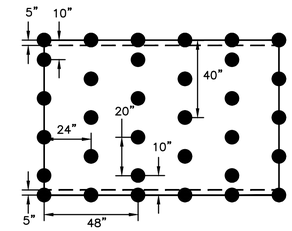
SHEET: 64/97

J:\2022\0903\Dwg\04Sheets\Plans\Year 2\Erosion & Sediment Control Notes & Details.dgn Last Saved By: bascarella 6/16/2025 4:24 PM Last Plotted By: bascarella 6/16/2025 4:43 PM (No Xrefs)

Item 670, Slope Erosion Protection Mat/Turf Reinforcement Mat Installation Notes:

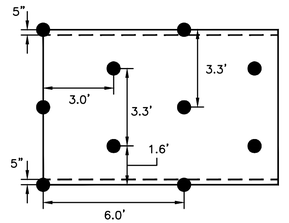
1. Install topsoil to final grade, as shown on the plans.
2. Install seed mix with fertilizer.
3. Begin at the toe of slope. Unroll mat parallel to the stream channel. Ensure mat is flat on the ground. Anchor matting in toe trench with 2x2x12 inch wood stakes or 2x2x12 wedges. 12 inch wire "U" staples may be substituted for wood stakes. Refer to Detail, This Sheet.
4. Unroll matting over topsoil and affix firmly to the slope with stakes placed in appropriate locations as shown in the stake pattern guide.
5. Stake through the matting at the toe of slope, approximately 12 inches apart across entire mat length.
6. Consecutive sections of matting spliced upstream to downstream must be end–over–end (shingle style) with an approximate 3 inch overlap. Stake through overlapped area, approximately 12 inches apart across entire mat width.
7. At the upstream and downstream terminal ends of the matting, provide an anchor trench to key matting into the soil. Provide a 12 inch wide x 24 inch deep trench with a row of stakes approximately 12 inches apart. Backfill and compact the trench after staking. Apply seed and fertilizer. Install separate minimum 24 inch wide mat over anchor trench, secure mat with stakes spaced 24 inches apart along both sides of the trench.
8. The edges of parallel sections of matting must be staked with an approximately 5 inch overlap. Overlap the mat section from higher on the slope over the mat positioned lower on the slope. Space stakes 12 inches apart along the mat overlap.
9. Anchor the matting along the top of slope in a 6 inch deep x 6 inch wide trench with approximately 12 inches of matting extended beyond the upslope portion of the trench. Anchor the matting with a row of stakes approximately 12 inches apart in the bottom of the trench. Backfill and compact the trench after stapling. Apply seed and fertilizer to the compacted soil and fold the remaining 12 inch portion of matting back over the seed and compacted soil. Secure matting over compacted soil with a row of stakes spaced approximately 12 inches apart across the length of the matting.
10. Product Standard: Details and Notes for temporary matting products are based on the Rolanka BioD–OCF, North American Green C125BN, or North American Green C700BN Erosion Control Mats. Refer to the project site details for the referenced Erosion Control Mat. If not specified, Rolanka BioD–OCF or North American Green C125BN shall be used. Substitute Biodegradable products that provide equal erosion protection will be considered as outlined in the specifications for Item 670, Slope Erosion Protection Mat, As Per Plan. Details and Notes for permanent matting products are based on North American Green C350 or North American Green TMax High–Performance Turf Reinforcement Mat. Substitute permanent matting products that provide equal erosion protection will be considered as outlined in the specifications for Item 670, Turf Reinforcement Mat, As Per Plan.





3.75 STAKES PER SYD

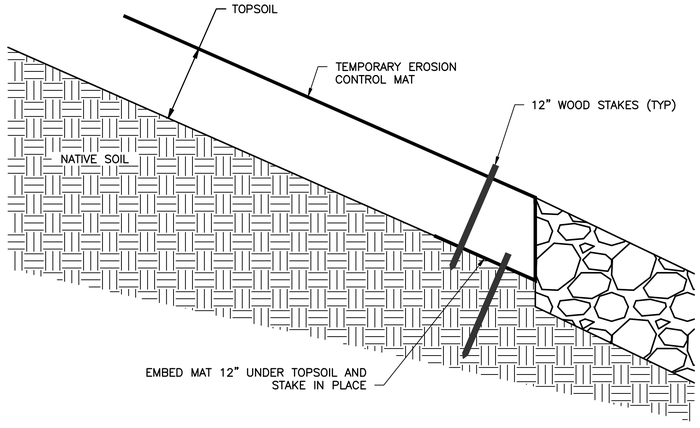
STREAMBANK STAKE PATTERN GUIDE DETAIL



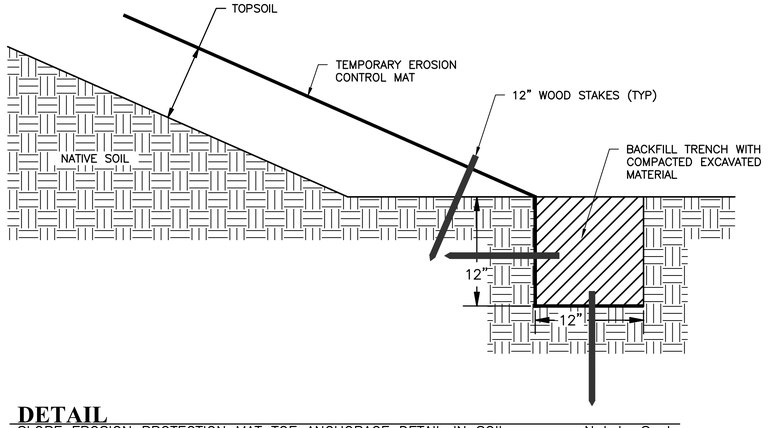
1.15 STAKES PER SYD

FLOODPLAIN STAKE PATTERN GUIDE DETAIL

DETAIL
SLOPE EROSION PROTECTION MAT INSTALLATION DETAIL Not to Scale



DETAIL
SLOPE EROSION PROTECTION MAT TOE ANCHORAGE DETAIL AT RIPRAP Not to Scale



DETAIL
SLOPE EROSION PROTECTION MAT TOE ANCHORAGE DETAIL IN SOIL Not to Scale

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS
MAINTENANCE PROGRAM 2025
EROSION CONTROL MAT DETAILS

EMHT
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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
NONE

JOB NO.
2022-0903

SHEET
65/97

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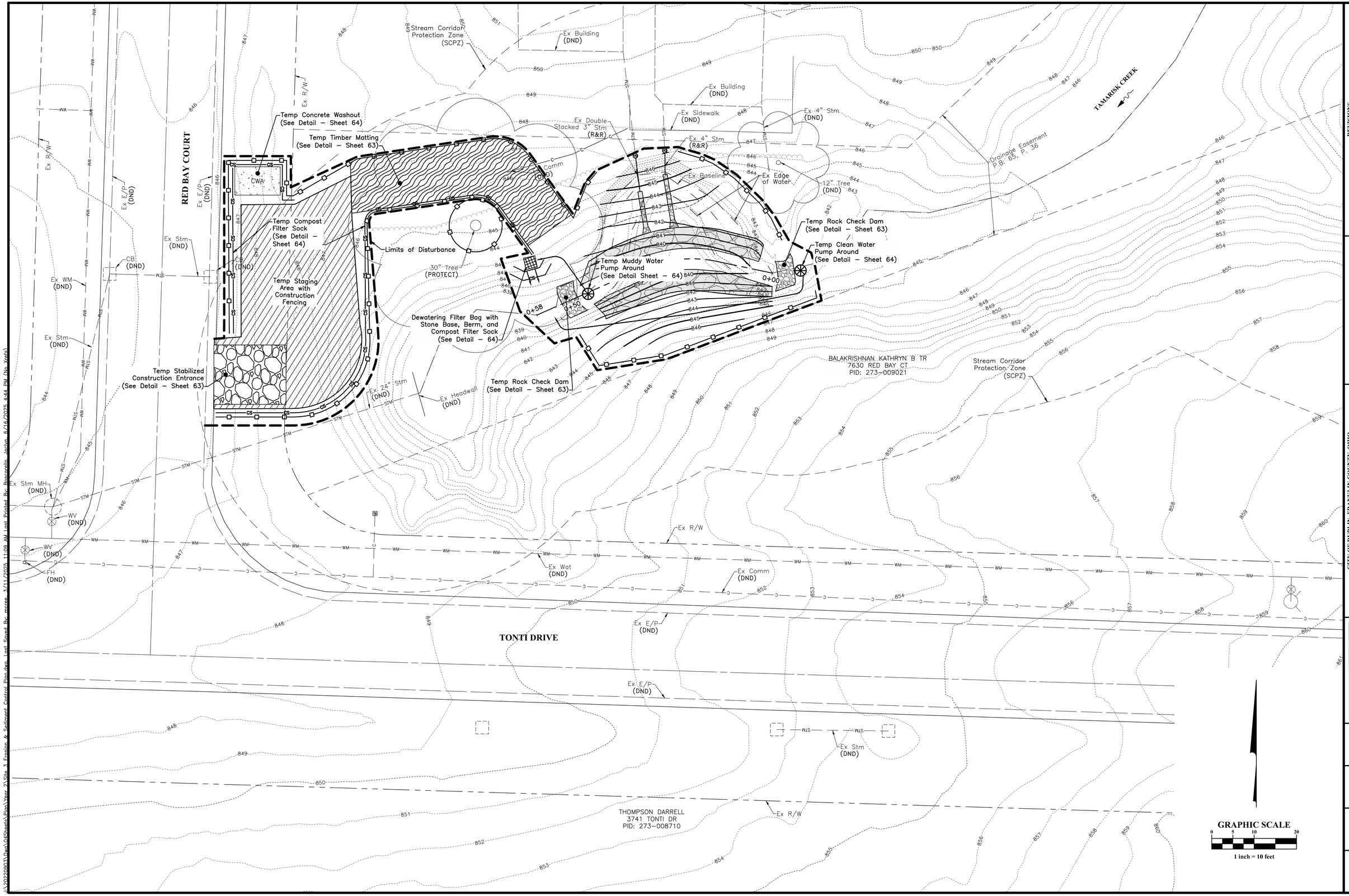

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 3 EROSION & SEDIMENT CONTROL PLAN

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Evans, Mechwart, Hambleton & Tilton, Inc.
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emht.com

DATE
JUNE 2025

SCALE
1" = 10'

JOB NO.
2022-0903

SHEET
66/97

X:\2022\0903\Dwg\04Sheets\PlnView\2Site 3 Erosion & Sediment Control Plan.dgn Last Saved By: mreza 3/11/2025 11:02 AM Last Plotted By: Breconello, devin 6/16/2025 4:44 PM (No Xrefs)

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Ex Irrg Control Box (DND)

Ex Elec (DND)

Ex Elec (DND)

Stream Corridor Protection Zone (SCPZ) Off Page

Ex Sign (DND)

Ex E/P (DND)

CITY OF DUBLIN OHIO
COSGRAY RD
PID: 274-001008

DARREE FIELDS DRIVEWAY

Ex Speed Bump (DND)

Ex 60" Stm (DND)

CITY OF DUBLIN OHIO
COSGRAY RD
PID: 274-001009

DARREE FIELDS DRIVEWAY

Temp Stabilized Construction Entrance (See Detail – Sheet 63)

Ex E/P (DND)

Ex Sign (DND)

Ex RCP (DND)

Ex 18" Stm (DND)

Temp Clean Water Pump Around (See Detail – Sheet 64)

Temp Muddy Water Pump Around (See Detail – Sheet 64)

Edge of Water

Temp Rock Check Dam (See Detail – Sheet 63)

SOUTH FORK INDIAN RUN

200+00

Ex RCP (R&R)

201+00

201+29

12" Tree (DND)

15" Tree (DND)

CITY OF DUBLIN OHIO
COSGRAY RD
PID: 272-000085

Dewatering Filter Bag with Stone Base, Berm, and Compost Filter Sock (See Detail – Sheet 64)

12" Tree (DND)

Temp Construction Fencing

Ex Tree Row

Temp Compost Filter Sock (See Detail – Sheet 64)

Limits of Disturbance

CITY OF DUBLIN OHIO
COSGRAY RD
PID: 272-000085

Temp Staging Area with Construction Fencing

Stream Corridor Protection Zone (SCPZ)

GRAPHIC SCALE
0 5 10 20
1 inch = 10 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 18 EROSION & SEDIMENT CONTROL PLAN

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Engineers Surveyors Planners Scientists
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SCALE
1" = 10'

JOB NO.
2022-0903

SHEET
67/97

YASUMASA
SHIBATA
0.23 AC.
6347 VALLEY
STREAM DR

DIANE KOPP
0.24 AC.
6339 VALLEY
STREAM DR

GRAPHIC SCALE
0 10 20 40
1 inch =20 feet

CITY OF DUBLIN
0.067 AC. (DEED)
O.R. 22233D03

RESERVE "A"
INDIAN RUN
MEADOWS
SECTION NO. 1
P.B. 61, P. 53

AVERY-MUIRFIELD DRIVE

SITE 22 BASELINE

16" TREE
(DND)

12" TREE
(DND)

EX. BIKE PATH

TEMP COMPOST FILTER SOCK
SEE DETAIL SHEET 64 (TYP.)

TEMPORARY EASEMENT (0.06 AC)

SOUTH FORK INDIAN RUN

LIMITS OF
DISTURBANCE

TEMP STAGING AREA WITH
CONSTRUCTION FENCING
1,366.53 SF

EX. HEADWALL
(DND)

CITY OF
DUBLIN, OHIO
1.689 AC.
(DEED)
I.N.
201404040041478

TEMP TIMBER MATTING
SEE NOTE 2 SHEET 20 AND
DETAIL SHEET 63 (TYP.)

TEMP CONSTRUCTION FENCING

14" TREE
(DND)

13" TREE
(DND)

RICHARD A.
COLEMAN, II
1.062 AC.
6810 AVERY
MUIRFIELD RD

TEMP STABILIZED
CONSTRUCTION ENTRANCE
SEE DETAIL SHEET 63

EX. STORMWATER
MANHOLE (DND)

FEMA FLOODWAY

PROPERTY LINE
(TYP.)

FEMA FLOODWAY
20' BUFFER

FEMA 500-YR
FLOODPLAIN

FEMA 100-YR
FLOODPLAIN

DAVID J. KAISER
LAURA A. KAISER
0.919 AC.
6800 AVERY RD

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 22 EROSION AND SEDIMENT CONTROL PLAN

Stantec

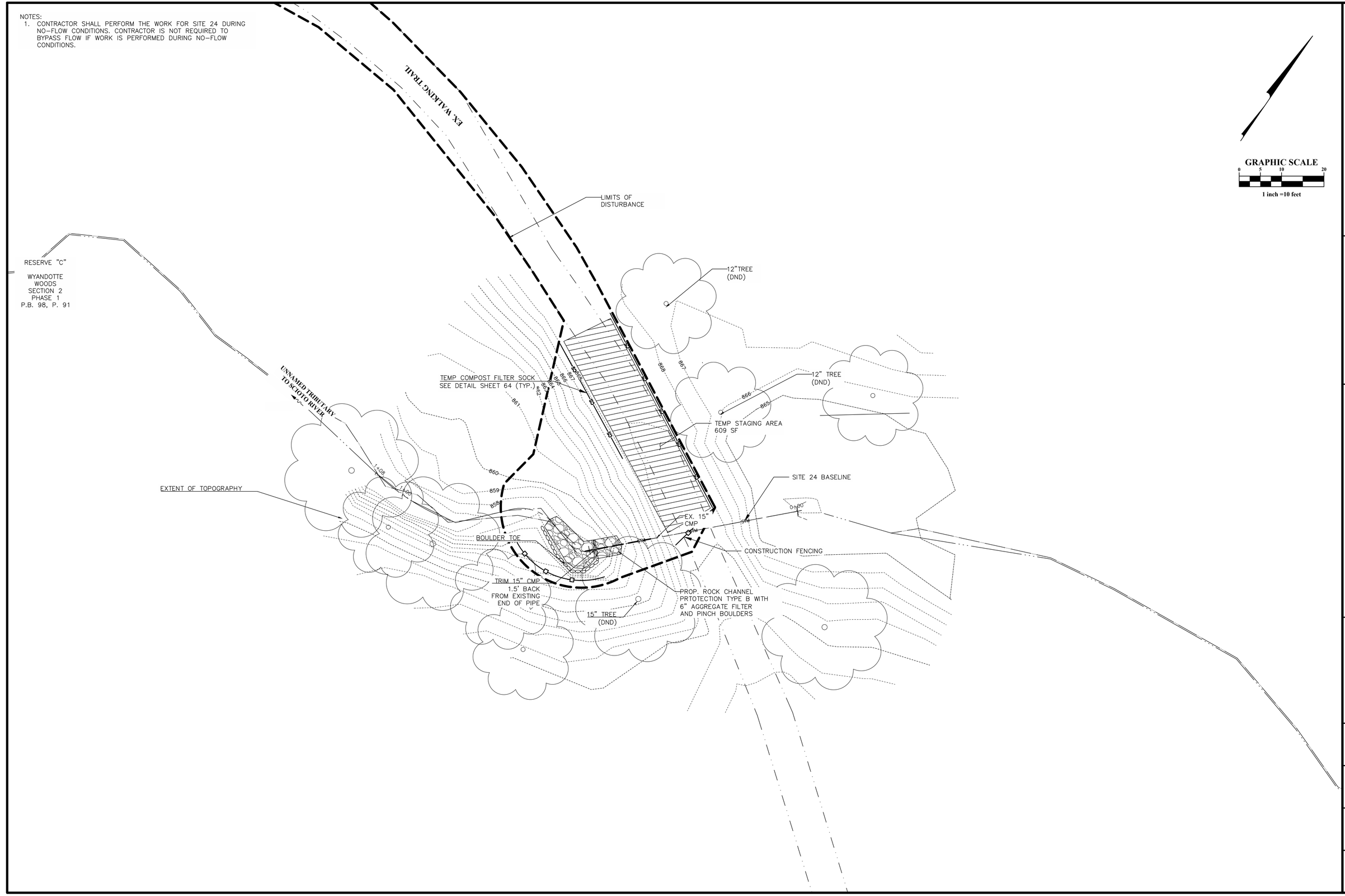
DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
68/97

NOTES:
1. CONTRACTOR SHALL PERFORM THE WORK FOR SITE 24 DURING NO-FLOW CONDITIONS. CONTRACTOR IS NOT REQUIRED TO BYPASS FLOW IF WORK IS PERFORMED DURING NO-FLOW CONDITIONS.



GRAPHIC SCALE
0 5 10 20
1 inch =10 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 24 EROSION AND SEDIMENT CONTROL PLAN

Stantec

DATE
JUNE 2025

SCALE
1" = 10'

JOB NO.
2022-0903

SHEET
69/97

NOTES:
1. Contractor shall relocate concrete washout as needed to facilitate site access.
2. Final grade shown on these plans may not be representative of the temporary access grading needed to access the site. Contractor shall extend the timber matting for the proposed access route a minimum of 70 feet.
3. Contractor shall protect the existing sanitary manhole located within the access corridor and take necessary precautions to prevent damage.
4. The cost of all labor, equipment, and materials required for any temporary improvements to the site to facilitate access shall be paid for under Item Spec., Installation and Removal of Temporary Access, As Per Plan.

AKINS ARIEL
7788 BOYLSTON CT
PID: 273-010828

LUCAS STUART D
LUCAS ROBIN S
7780 BOYLSTON CT
PID: 273-010827

HOSSAIN MOHAMMED M
7793 LANHAM CT
PID: 273-011169

WALROD BRYANT J
7785 LANHAM CT
PID: 273-011168

OZGUNER UMIT
7777 LANHAM CT
PID: 273-0111167

KOESTERS STEPHEN C TR
7778 LANHAM CT
PID: 273-011166

CITY OF DUBLIN OHIO
WYANDOTTE WOODS BL
PID: 273-010853

CAUTION: HOUSE IN CLOSE PROXIMITY TO SITE – OPERATE IN AREA WITH CARE

Temp Concrete Washout With Compost Filter Sock (See Note 1 – This Sheet) (See Detail – Sheet 64)

Temp Inlet Protection (See Detail – Sheet 63)

Temp Timber Matting (See Note 2 – This Sheet) (See Detail – Sheet 63)

Temp Compost Filter Sock (See Detail – Sheet 64)

Temp Rock Check Dam (See Detail – Sheet 63)

Temp Staging Area with Construction Fencing

Construction Fence

Ex Basin Outlet Structure

Ex Stormwater Management Basin

Ex 100-Year Basin Elev (Elev = 886.72)

Detention Easement (Approx.)
P.B. 98, P. 91
I.N. 200201070005031

Stream Corridor Protection Zone (SCPZ)

LANHAM COURT

Ex Roof Drain (DND)
Ex Ditch (DND)
Edge of Water
Ex 4" Stm (DND)
Ex 3" Stm (DND)
Ex 15" Stm (DND)
Ex San MH (DND) (See Note 3 – This Sheet)
Ex Comm (DND)
Ex 12" San (DND)
Ex Gas (DND)
Ex Wat (DND)
Ex Sidewalk (R&R)
Ex Curb (R&R)
CI (R&R)
Ex Mailbox (REMOVE & RESET)
Ex E/P (DND)
Ex Yard Light (DND)
Ex Driveway (DND)
Ex Building (DND)
Ex R/W
FH (DND)
WV (DND)
8" Drainage, Pedestrian Access Easement P.B. 98, P. 91 I.N. 200201070005031
24" Tree (DND)
36" Tree (DND)
16" Tree (DND)
15" Tree (DND)
12" Tree (DND)
60" Tree (DND)

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 25 EROSION & SEDIMENT CONTROL PLAN

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Engineers Architects Surveyors Planners
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
70/97

Plotted By: Bascarello, Jason, 6/16/2025 4:44 PM (No Xref's)
Last Saved By: mreza 7/1/2025 12:21 PM
J:\2022\0903\Dwg\04Sheets\Plan\Year 2\Site 25 Erosion & Sediment Control Plan.dwg

PROPERTY LINE
(TYP.)

DETENTION EASEMENT
(APPROX.)
P.B. 98, P. 91
I.N. 200201070005031

MARK G. STOLZE
0.59 AC.
7772 BOYLSTON
CT

CONSTRUCTION
ENTRANCE ON
SITE 25

TEMPORARY EASEMENT (0.09 AC)

PLACE COMPACTED EMBANKMENT
PER ODOT CMS ITEM 203,
EMBANKMENT, AS PER PLAN

SITE 27 OUTFALL
BASELINE

SPILLWAY (TYP.)

RESERVE "C"

WYANDOTTE
WOODS
SECTION 2
PHASE 1
P.B. 98, P. 91

SITE 27 EMERGENCY
SPILLWAY WITH ROCK
TOE BASELINE

TEMP MUDDY WATER PUMP AROUND
SEE DETAIL SHEET 64 (TYP.)

ROCK TOE (TYP.)

TEMP MINOR STREAM CROSSING
SEE DETAIL SHEET 63 (TYP.)
START STA 2+05
END STA 3+05

LIMITS OF
DISTURBANCE

TEMP COMPOST FILTER SOCK
SEE DETAIL SHEET 64 (TYP.)

DEWATERING FILTER BAG
WITH STONE BASE AND BERM
SEE DETAIL SHEET 64 (TYP.)

TEMP ROCK
CHECK DAM
SEE DETAIL
SHEET 63
(TYP.)

TEMP CLEAN WATER PUMP AROUND
SEE DETAIL SHEET 64 (TYP.)

TRIBUTARY 1

SITE 27 BASELINE

14"
12"
12"
16"
26"
12"

GRAPHIC SCALE
0 10 20
1 inch =10 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 27 EROSION AND SEDIMENT CONTROL PLAN

Stantec

DATE
JUNE 2025

SCALE
1" = 10'

JOB NO.
2022-0903

SHEET
71/97

DAVID A. ORSINELLI 0.48 AC. 4305 WYANDOTTE WOODS BL

GERALD M. KOSICKI 0.51 AC. 4313 WYANDOTTE WOODS BL

STEVEN C. BLACKSTONE 0.49 AC. 7795 BOYLSTON CT

RYAN SMITH 0.47 AC. 4321 WYANDOTTE WOODS BL

TIMOTHY W. WRIGHT 0.46 AC. 4329 WYANDOTTE WOODS BL

RAMA THAKALLAPALLY 0.47 AC. 7787 BOYLSTON CT

JU SHEN CHIN 0.46 AC. 4337 WYANDOTTE WOODS BL

WHITE FOX & CO LTD 0.46 AC. 4345 WYANDOTTE WOODS BL

DON E. CHRICKER 0.46 AC. WYANDOTTE WOODS BL

MUHAMMAD A. KHALIFA 0.53 AC. 7779 BOYLSTON CT

STUART D. 0.47 7780 BO CT

MARK G. STOLZE 0.59 AC. 7772 BOYLSTON CT

CRAIG S. SHEMENSKI 0.53 AC. 7771 BOYLSTON CT

DETENTION EASEMENT (APPROX.) P.B. 98, P. 91 I.N. 200201070005031

DETENTION EASEMENT (APPROX.) P.B. 98, P. 91 I.N. 200201070005031

OUTFALL & TRIBUTARY 1A BASELINE

TRIBUTARY 1A

TEMP CLEAN WATER PUMP AROUND SEE DETAIL SHEET 64 (TYP.)

TEMP ROCK CHECK DAM SEE DETAIL SHEET 63 (TYP.)

DEWATERING FILTER BAG WITH STONE BASE AND BERM SEE DETAIL SHEET 64 (TYP.)

TEMP COMPOST FILTER SOCK SEE DETAIL SHEET 64 (TYP.)

TEMP STAGING AREA

PROPERTY LINE (TYP.)

FEMA 100-YR FLOODPLAIN

TEMP MINOR STREAM CROSSING SEE DETAIL SHEET 63 (TYP.) START STA 3+55 END STA 3+88

TEMP MINOR STREAM CROSSING SEE DETAIL SHEET 63 (TYP.) START STA 2+13 END STA 2+38

TEMP TIMBER MAT SEE DETAIL SHEET 63 (TYP.)

TEMPORARY EASEMENT (0.035 AC.)

TEMPORARY EASEMENT (0.09 AC.)

CONSTRUCTION ACCESS VIA SITE 27 WITH ENTRANCE ON SITE 25

TRIBUTARY 1

TRIBUTARY 1 BASELINE

RESERVE "C" WYANDOTTE WOODS SECTION 2 PHASE 1 P.B. 98, P. 91

LIMITS OF DISTURBANCE

TREE PROTECTION FENCE (TYP.)

TEMP COMPOST FILTER SOCK SEE DETAI SHEET 64 (TYP.)

GRAPHIC SCALE
0 7.5 15 30
1 inch = 30 feet

MARK	DATE	DESCRIPTION
		REVISIONS

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 28 EROSION AND SEDIMENT CONTROL PLAN

Stantec

DATE
JUNE 2025

SCALE
1" = 30'

JOB NO.
2022-0903

SHEET
72/97

J:\2022\0903\Dwg\05Sheets\Dwg\Year 2\Site 44\Site 44 Erosion & Sediment Control Plan.dwg, last Saved By mrzeo, 7/18/2025 4:24 PM, Last Printed By Bosserello, Jaclyn, 6/16/2025 8:44 PM, (No Xrefs)

Stream Corridor Protection Zone (SCPZ)

Ex 4" Clay Pipe

Ex 6" Plastic Pipe

FEMA 100-Year Floodplain Limits

WYNER WILLIAM
6291 OLIVIA CT
PID: 273-010309

CITY OF DUBLIN
SHANNON GLEN BL
PID: 273-010028

Temp Muddy Water Pump Around (See Detail – Sheet 64)

Temp Rock Check Dam (See Detail – Sheet 63)

Dewatering Filter Bag with Stone Base, Berm, and Compost Filter Sock (See Detail – Sheet 64)

Ex Bush Row (DND)

Ex SUP (DND)

TRIBUTARY I-2

Ex Wall (DND)

Ex Bollard (DND)

Ex Handrail (DND)

Ex Edge of Water

Temp Clean Water Pump Around (See Detail – Sheet 64)

Temp Compost Filter Sock (See Detail – Sheet 64)

Limits of Disturbance

Drainage Easement P.B. 101, P. 10

Temp Staging Area with Construction Fencing

Temp Stabilized Construction Entrance (See Detail – Sheet 63)

Easement P.B. 101, P. 10

CITY OF DUBLIN
RESERVE K
PID: 273-011069

CITY OF DUBLIN
SHANNON GLEN BL
PID: 273-010028

CITY OF DUBLIN
RINGSEND CT
PID: 273-011255

Drainge Easement P.B. 103, P. 6

Temp Compost Filter Sock (See Detail – Sheet 64)

Temp Rock Check Dam (See Detail – Sheet 63)

10' Easement P.B. 84, P.84

KEPP KEVIN A
8068 LOMBARD WY
PID: 273-011061

STROMINGER TERRANCE A
8060 LOMBARD WY
PID: 273-011062

RANC ROBERT EDWIN
8076 LOMBARD WY
PID: 273-011060

WU JUN
8084 LOMBARD WY
PID: 273-011059

MENON TARA
8067 LOMBARD WY
PID: 273-011063

ABU-SALEH MOHAMMAD A
8056 LOMBARD WY
PID: 273-011237

LEE DAMIAN J
8048 LOMBARD WY
PID: 273-011239

CARBALLO EMMANUEL SANCHEZ
8052 LOMBARD WY
PID: 273-011238

NOVISKY BRENDAN
6623 GREENSWAY LOOP
PID: 273-007812

LOMBARD WAY

GREENSWAY LOOP

MATCH LINE – SEE SHEET 74

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

REVISIONS			
MARK	DATE	DESCRIPTION	

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS
MAINTENANCE PROGRAM 2025
SITE 44A EROSION & SEDIMENT CONTROL PLAN

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
73/97

A:\2022\0903\Dwg\02Sheets\Plan View\2_Site 44&46 Erosion & Sediment Control Plan.dwg, Last Saved By: mgrote, 3/19/2025 4:24 PM, Last Plotted By: Rosenello, Jocelyn, 6/16/2025 4:44 PM, (No Xrefs)

Stream Corridor Protection Zone (SCPZ)

FEMA 100-Year Floodplain Limits

CITY OF DUBLIN
SHANNON GLEN BL
PID: 273-010028

Dewatering Filter Bag with Stone Base, Berm, and Compost Filter Sock (See Detail – Sheet 64)

Temp Muddy Water Pump Around (See Detail – Sheet 64)

Ex SUP (DND)

Ex Bush Row (DND)

14" Tree (DND)

8+00

TRIBUTARY I-2

9+00

9+06

7+00

Temp Rock Check Dam (See Detail – Sheet 63)

Ex Edge of Water

Ex Storm (DND)

Temp Staging Area with Construction Fencing

Ex Bush Row (DND)

Temp Compost Filter Sock (See Detail – Sheet 64)

MATCH LINE – SEE SHEET 73

MATCH LINE – SEE SHEET 75

Drainage Easement P.B. 103, P. 6

CAO HONG
8044 LOMBARD WY
PID: 273-011240

HAO XUEJING
8040 LOMBARD WY
PID: 273-011241

RAVIPATI VENU
8036 LOMBARD WY
PID: 273-011242

WOOD CHARLES M
8024 LOMBARD WY
PID: 273-007817

LOMBARD WAY

15' Easement P.B. 103, P. 6

CITY OF DUBLIN
SHANNON GLEN BL
PID: 273-010028

Stream Corridor Protection Zone (SCPZ)

Ex Stormwater Management Basin

Note: Basin Contours Shown were Developed from GIS Data

Normal Pool = 912.50
(NGVD29)
(94-021-RES)

NELSON PAUL JR
6482 RINGSEND CT
PID: 273-011245

LEONG CHI KIN
6490 RINGSEND CT
PID: 273-011244

CITY OF DUBLIN
RINGSEND CT
PID: 273-011255

KIM MYUNG J
6474 RINGSEND CT
PID: 273-011246

GIROUX KELLY
6466 RINGSEND CT
PID: 273-011247

HOUPT JOHN M
6458 RINGSEND CT
PID: 273-011248

RINGSEND COURT

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS
MAINTENANCE PROGRAM 2025
SITE 44A EROSION & SEDIMENT CONTROL PLAN

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers Surveyors Planners Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
74/97

MATCH LINE – SEE SHEET 74

PRAKEL NANCY S TR
8119 SHANNON GLEN BL
PID: 273-010303

RAI RAJNISH
8123 SHANNON GLEN BL
PID: 273-010304

FEMA 100-Year Floodplain Limits

CITY OF DUBLIN
SHANNON GLEN BL
PID: 273-010028

Stream Corridor Protection Zone (SCPZ)

Ex Stormwater Management Basin

Ex SUP (DND)

FEMA Floodway & 100-Year Floodplain Limits

Temp Clean Water Pump Around (See Detail – Sheet 64)

Temp Muddy Water Pump Around (See Detail – Sheet 64)

Temp Rock Check Dam (See Detail – Sheet 63)

Temp Rock Check Dam (See Detail – Sheet 64)

Dewatering Filter Bag with Stone Base, Berm, and Compost Filter Sock (See Detail – Sheet 64)

Temp Compost Filter Sock (See Detail – Sheet 64)

Ex Edge of Water

Ex Wall (DND)

Ex Stm (DND)

Ex Ditch (DND)

Ex Bush Row (DND)

Ex Wood Deck (DND)

Limits of Disturbance

Drainage Easement P.B. 103, P. 6

15' Easement P.B. 106, P. 6

TRIBUTARY I-2

GIROUX KELLY
6466 RINGSEND CT
PID: 273-011247

CITY OF DUBLIN
RINGSEND CT
PID: 273-011255

HOUPT JOHN M
6458 RINGSEND CT
PID: 273-011248

HICKS JOSHUA A
6450 RINGSEND CT
PID: 273-011249

DOAN CHI-HUNG
6442 RINGSEND CT
PID: 273-011250

AL-TAMIM RAED S
6434 RINGSEND CT
PID: 273-011251

ABU-SALEH WALID
6426 RINGSEND CT
PID: 273-011252

BROTHERS MERRILL M
6418 RINGSEND CT
PID: 273-011253

RINGSEND COURT

Temp Stabilized Construction Entrance (See Detail – Sheet 63)

Temp Staging Area with Construction Fencing

NORTH FORK INDIAN RUN

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

REVISIONS			
MARK	DATE	DESCRIPTION	

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 44B&C EROSION & SEDIMENT CONTROL PLAN

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

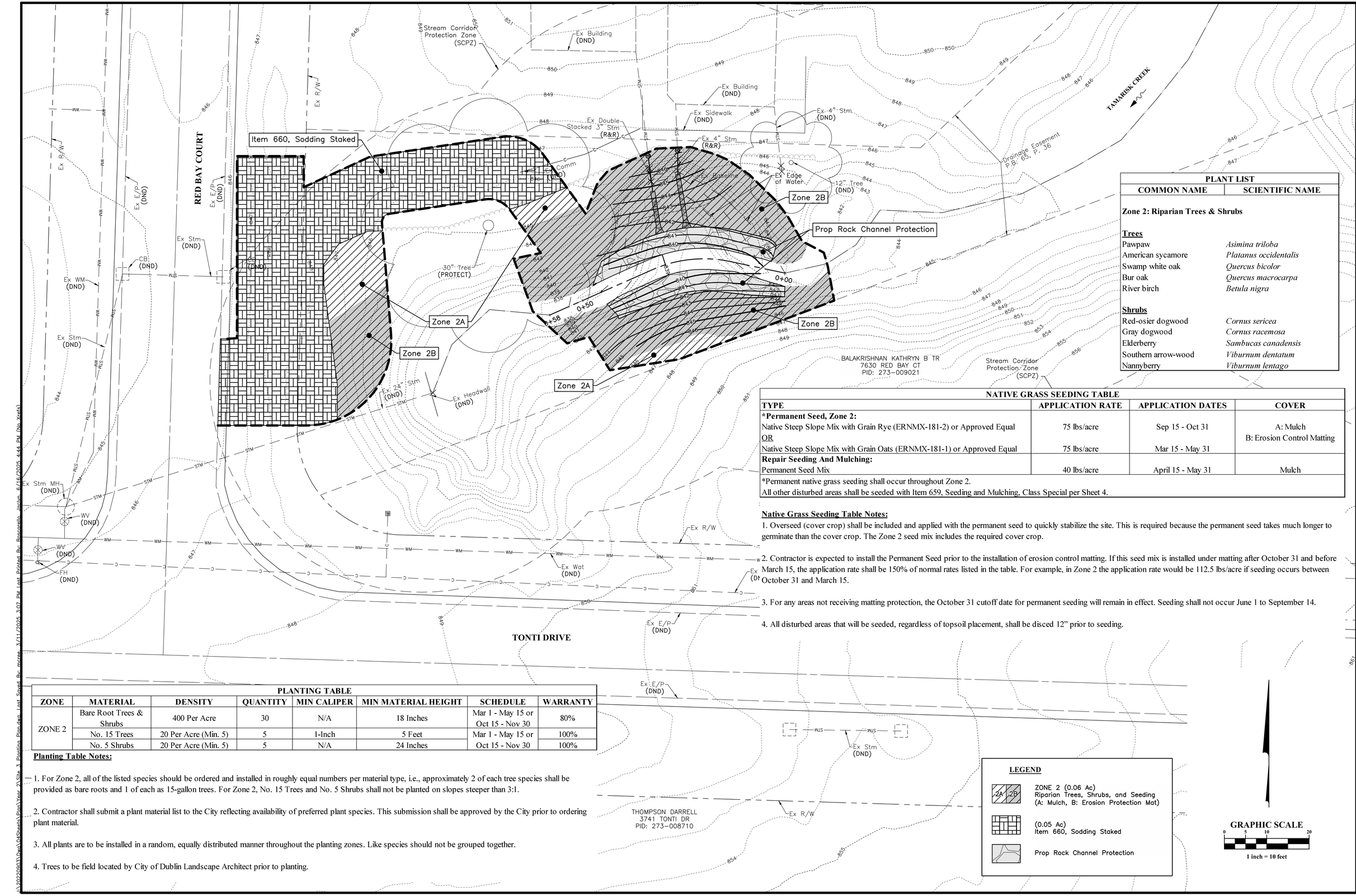
DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
75/97

K:\2022\0903\Dwg\04Sheets\Plans\Year 2\Site 44B&C Erosion & Sediment Control Plan.dgn Last Saved By: mcrae 3/19/2025 4:22 PM Last Plotted By: Boscarello, Jaclyn 6/16/2025 4:44 PM (No Xrefs)



PLANT LIST	
COMMON NAME	**SCIENTIFIC NAME**
Zone 2: Riparian Trees & Shrubs	
Trees	
Pawpaw	*Asimina triloba*
American sycamore	*Platanus occidentalis*
Swamp white oak	*Quercus bicolor*
Bur oak	*Quercus macrocarpa*
River birch	*Betula nigra*
Shrubs	
Red-osier dogwood	*Cornus sericea*
Gray dogwood	*Cornus racemosa*
Elderberry	*Sambucas canadensis*
Southern arrow-wood	*Viburnum dentatum*
Nannyberry	*Viburnum lentago*

NATIVE GRASS SEEDING TABLE

TYPE	APPLICATION RATE	APPLICATION DATES	COVER
***Permanent Seed, Zone 2:**			
Native Steep Slope Mix with Grain Rye (ERNMX-181-2) or Approved Equal	75 lbs/acre	Sep 15 - Oct 31	A: Mulch
OR			B: Erosion Control Matting
Native Steep Slope Mix with Grain Oats (ERNMX-181-1) or Approved Equal	75 lbs/acre	Mar 15 - May 31	
Repair Seeding And Mulching:			
Permanent Seed Mix	40 lbs/acre	April 15 - May 31	Mulch
*Permanent native grass seeding shall occur throughout Zone 2.			
All other disturbed areas shall be seeded with Item 659, Seeding and Mulching, Class Special per Sheet 4.			

Native Grass Seeding Table Notes:

1. Overseed (cover crop) shall be included and applied with the permanent seed to quickly stabilize the site. This is required because the permanent seed takes much longer to germinate than the cover crop. The Zone 2 seed mix includes the required cover crop.

2. Contractor is expected to install the Permanent Seed prior to the installation of erosion control matting. If this seed mix is installed under matting after October 31 and before March 15, the application rate shall be 150% of normal rates listed in the table. For example, in Zone 2 the application rate would be 112.5 lbs/acre if seeding occurs between October 31 and March 15.

3. For any areas not receiving matting protection, the October 31 cutoff date for permanent seeding will remain in effect. Seeding shall not occur June 1 to September 14.

4. All disturbed areas that will be seeded, regardless of topsoil placement, shall be disced 12" prior to seeding.

PLANTING TABLE

ZONE	MATERIAL	DENSITY	QUANTITY	MIN CALIPER	MIN MATERIAL HEIGHT	SCHEDULE	WARRANTY
ZONE 2	Bare Root Trees & Shrubs	400 Per Acre	30	N/A	18 Inches	Mar 1 - May 15 or Oct 15 - Nov 30	80%
	No. 15 Trees	20 Per Acre (Min. 5)	5	1-Inch	5 Feet	Mar 1 - May 15 or	100%
	No. 5 Shrubs	20 Per Acre (Min. 5)	5	N/A	24 Inches	Oct 15 - Nov 30	100%

Planting Table Notes:

1. For Zone 2, all of the listed species should be ordered and installed in roughly equal numbers per material type, i.e., approximately 2 of each tree species shall be provided as bare roots and 1 of each as 15-gallon trees. For Zone 2, No. 15 Trees and No. 5 Shrubs shall not be planted on slopes steeper than 3:1.

2. Contractor shall submit a plant material list to the City reflecting availability of preferred plant species. This submission shall be approved by the City prior to ordering plant material.

3. All plants are to be installed in a random, equally distributed manner throughout the planting zones. Like species should not be grouped together.

4. Trees to be field located by City of Dublin Landscape Architect prior to planting.

LEGEND

- 2A 2B — ZONE 2 (0.06 Ac) Riparian Trees, Shrubs, and Seeding (A: Mulch, B: Erosion Protection Mat)
- (0.05 Ac) Item 660, Sodding Staked
- Prop Rock Channel Protection

GRAPHIC SCALE

0 5 10 20

1 inch = 10 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 3 PLANTING PLAN

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

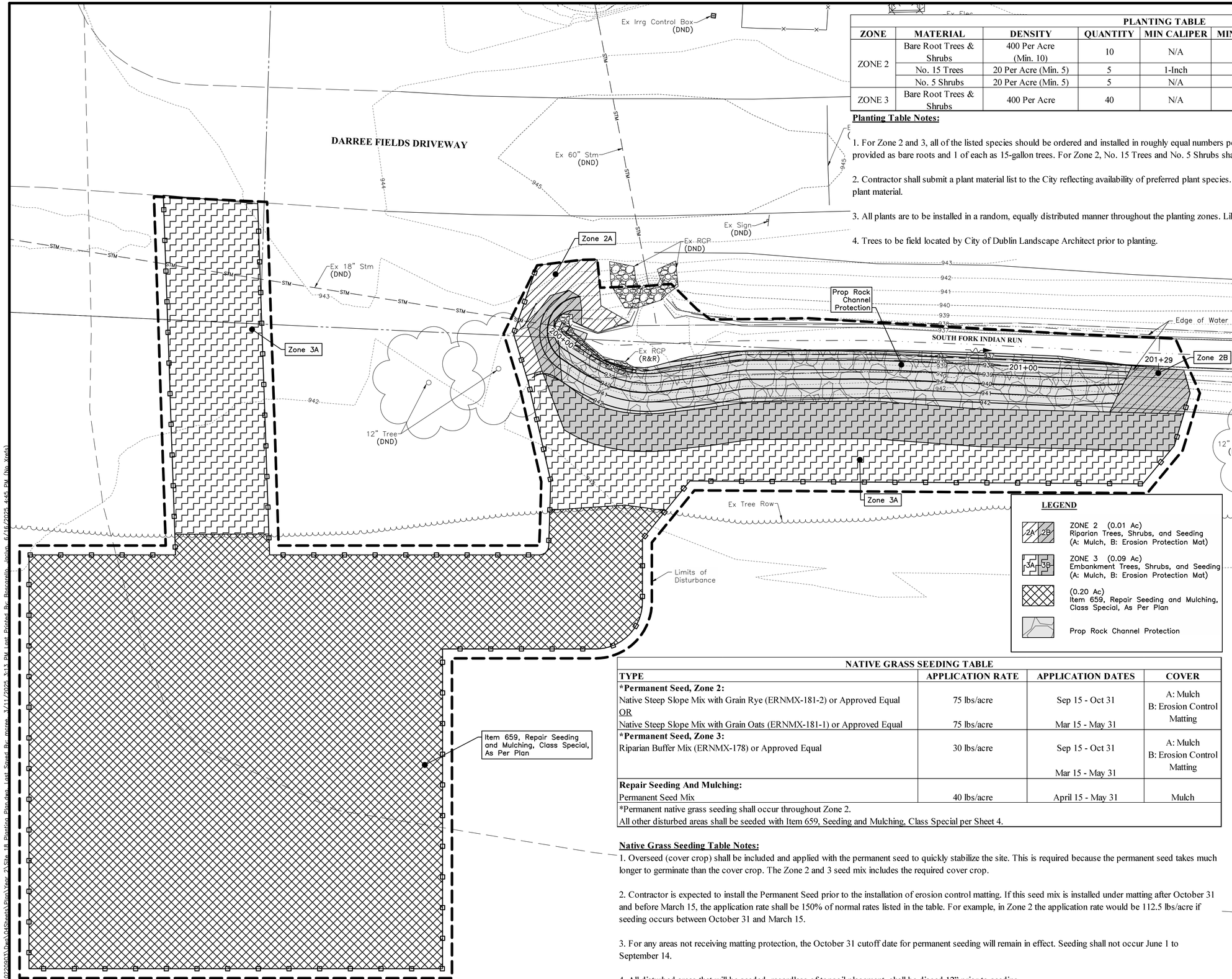
DATE: JUNE 2025

SCALE: 1" = 10'

JOB NO.: 2022-0903

SHEET: 76/97

A:\2022\0903\Dwg\04Sheets\Plan\Year 2\Site 3 Planting Plan.dgn Last Saved By: mmarx 3/11/2025 3:07 PM Last Plotted By: Bascarello, Jason 6/16/2025 4:44 PM (No Xrefs)



PLANTING TABLE							
ZONE	**MATERIAL**	**DENSITY**	**QUANTITY**	**MIN CALIPER**	**MIN MATERIAL HEIGHT**	**SCHEDULE**	**WARRANTY**
ZONE 2	Bare Root Trees & Shrubs	400 Per Acre (Min. 10)	10	N/A	18 Inches	Mar 1 - May 15 or Oct 15 - Nov 30	80%
	No. 15 Trees	20 Per Acre (Min. 5)	5	1-Inch	5 Feet	Mar 1 - May 15 or Oct 15 - Nov 30	100%
	No. 5 Shrubs	20 Per Acre (Min. 5)	5	N/A	24 Inches		100%
ZONE 3	Bare Root Trees & Shrubs	400 Per Acre	40	N/A	18 Inches	Mar 1 - May 15 or Oct 15 - Nov 30	80%

Planting Table Notes:

1. For Zone 2 and 3, all of the listed species should be ordered and installed in roughly equal numbers per material type, i.e., approximately 2 of each tree species shall be provided as bare roots and 1 of each as 15-gallon trees. For Zone 2, No. 15 Trees and No. 5 Shrubs shall not be planted on slopes steeper than 3:1.

2. Contractor shall submit a plant material list to the City reflecting availability of preferred plant species. This submission shall be approved by the City prior to ordering plant material.

3. All plants are to be installed in a random, equally distributed manner throughout the planting zones. Like species should not be grouped together.

4. Trees to be field located by City of Dublin Landscape Architect prior to planting.

LEGEND

- 2A / 2B — ZONE 2 (0.01 Ac) Riparian Trees, Shrubs, and Seeding (A: Mulch, B: Erosion Protection Mat)
- 3A / 3B — ZONE 3 (0.09 Ac) Embankment Trees, Shrubs, and Seeding (A: Mulch, B: Erosion Protection Mat)
- (0.20 Ac) Item 659, Repair Seeding and Mulching, Class Special, As Per Plan
- Prop Rock Channel Protection

NATIVE GRASS SEEDING TABLE			
TYPE	**APPLICATION RATE**	**APPLICATION DATES**	**COVER**
***Permanent Seed, Zone 2:** Native Steep Slope Mix with Grain Rye (ERNMX-181-2) or Approved Equal OR Native Steep Slope Mix with Grain Oats (ERNMX-181-1) or Approved Equal	75 lbs/acre 75 lbs/acre	Sep 15 - Oct 31 Mar 15 - May 31	A: Mulch B: Erosion Control Matting
***Permanent Seed, Zone 3:** Riparian Buffer Mix (ERNMX-178) or Approved Equal	30 lbs/acre	Sep 15 - Oct 31 Mar 15 - May 31	A: Mulch B: Erosion Control Matting
Repair Seeding And Mulching: Permanent Seed Mix	40 lbs/acre	April 15 - May 31	Mulch
*Permanent native grass seeding shall occur throughout Zone 2. All other disturbed areas shall be seeded with Item 659, Seeding and Mulching, Class Special per Sheet 4.			

Native Grass Seeding Table Notes:

1. Overseed (cover crop) shall be included and applied with the permanent seed to quickly stabilize the site. This is required because the permanent seed takes much longer to germinate than the cover crop. The Zone 2 and 3 seed mix includes the required cover crop.

2. Contractor is expected to install the Permanent Seed prior to the installation of erosion control matting. If this seed mix is installed under matting after October 31 and before March 15, the application rate shall be 150% of normal rates listed in the table. For example, in Zone 2 the application rate would be 112.5 lbs/acre if seeding occurs between October 31 and March 15.

3. For any areas not receiving matting protection, the October 31 cutoff date for permanent seeding will remain in effect. Seeding shall not occur June 1 to September 14.

4. All disturbed areas that will be seeded, regardless of topsoil placement, shall be disced 12" prior to seeding.

PLANT LIST	
COMMON NAME	**SCIENTIFIC NAME**
Zone 2: Riparian Trees & Shrubs	
Trees	
Pawpaw	*Asimina triloba*
American sycamore	*Platanus occidentalis*
Swamp white oak	*Quercus bicolor*
Bur oak	*Quercus macrocarpa*
River birch	*Betula nigra*
Shrubs	
Red-osier dogwood	*Cornus sericea*
Gray dogwood	*Cornus racemosa*
Elderberry	*Sambucas canadensis*
Southern arrow-wood	*Viburnum dentatum*
Nannyberry	*Viburnum lentago*
Zone 3: Embankment Trees & Shrubs	
Pawpaw	*Asimina triloba*
Sugar maple	*Acer saccharum*
Ohio buckeye	*Aesculus glabra*
Serviceberry	*Amelanchier laevis*
Common hackberry	*Celtis occidentalis*
Eastern redbud	*Cercis canadensis*
Gray dogwood	*Cornus racemosa*
Fragrant sumac	*Rhus aromatica 'Gro-Low'*
Staghorn sumac	*Rhus typhina*
Blackhaw	*Viburnum prunifolium*

GRAPHIC SCALE

0 5 10 20

1 inch = 10 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 18 PLANTING PLAN

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE: JUNE 2025

SCALE: 1" = 10'

JOB NO.: 2022-0903

SHEET: 77/97

I:\2022\0903\Dwg\05Sheets\Dmg Vwpr 2\Site 18 Planting Plan.dwg, last Saved By: mreed, 7/11/2025 3:13 PM, last Plotted By: Boscarello, Hoyin, 6/16/2025 3:45 PM, NONE

PLANT LIST	
COMMON NAME	**SCIENTIFIC NAME**
Willow Live Stakes	
Peachleaf willow	*Salix amygdaloides*
Pussy willow	*Salix discolor*
Sandbar willow	*Salix interior*
Black willow	*Salix nigra*
Zone 2 & 3: Riparian Trees & Shrubs	
Trees	
Pawpaw	*Asimina Triloba*
American sycamore	*Platanus occidentalis*
Swamp white oak	*Quercus bicolor*
Bur oak	*Quercus macrocarpa*
River Birch	*Betula nigra*
Shrubs	
Red-osier dogwood	*Cornus sericea*
Gray dogwood	*Cornus racemosa*
Elderberry	*Sambucas canadensis*
Southern arrow-wood	*Viburnum dentatum*
Nannyberry	*Viburnum lentago*

NATIVE GRASS SEEDING TABLE			
TYPE	**APPLICATION RATE**	**APPLICATION DATES**	**COVER**
***Permanent Seed, Zone 2:** Native Steep Slope Mix with Grain Rye (ERNMX-181-2) or Approved Equal OR Native Steep Slope Mix with Grain Oats (ERNMX-181-1) or Approved Equal	75 lbs/acre 75 lbs/acre	Sep 15 - Oct 31 Mar 15 - May 31	A: Mulch B: Slope Erosion Protection Matting
***Permanent Seed, Zone 3:** Riparian Buffer Mix (ERNMX-178) or Approved Equal	30 lbs/acre	Sep 15 - Oct 31 Mar 15 - May 31	A: Mulch B: Erosion Control Matting
Repair Seeding And Mulching: Permanent Seed Mix	40 lbs/acre	April 15 - May 31	Mulch
*Permanent native grass seeding shall occur throughout Zones 2 and 3. All other disturbed areas shall be seeded with Item 659, Seeding and Mulching, Class Special per Sheet 4.			

Native Grass Seeding Table Notes:

1. Overseed (cover crop) shall be included and applied with the permanent seed to quickly stabilize the site. This is required because the permanent seed takes much longer to germinate than the cover crop. The Zone 2 seed mixe includes the required cover crop.

2. Contractor is expected to install the Permanent Seed prior to the installation of erosion control matting. If this seed mix is installed under matting after October 31 and before March 15, the application rate shall be 150% of normal rates listed in the table. For example, in Zone 2 the application rate would be 112.5 lbs/acre if seeding occurs between October 31 and March 15.

3. For any areas not receiving matting protection, the October 31 cutoff date for permanent seeding will remain in effect. Seeding shall not occur June 1 to September 14.

4. All disturbed areas that will be seeded, regardless of topsoil placement, shall be discd 12" prior to seeding.

PLANTING TABLE							
ZONE	**MATERIAL**	**DENSITY**	**QUANTITY**	**MIN CALIPER**	**MIN MATERIAL HEIGHT**	**SCHEDULE**	**WARRANTY**
ZONE 1	Live Stakes	1 Per Linear Foot of Bank in 2 Offset Rows	140	1/2-Inch	2 Feet	Nov 1 - Apr 30	90%
ZONES 2 & 3	Bare Root Trees & Shrubs	400 Per Acre	112	N/A	18 Inches	Mar 1 - May 15 or Oct 15 - Nov 30	80%
	No. 15 Trees	20 Per Acre (Min. 5)	6	1-Inch	5 Feet	Mar 1 - May 15 or Oct 15 - Nov 30	100%
	No. 5 Shrubs	20 Per Acre (Min. 5)	6	N/A	24 Inches		100%

Planting Table Notes:

1. For Zones 2 and 3, all of the listed species should be ordered and installed in roughly equal numbers per material type. For example in Zone 2, approximately 11 of each tree and shrub species shall be provided as bare roots and 1 of each as 15-gallon trees and 5-gallon shrubs.

2. Contractor shall submit a plant material list to the City reflecting availability of preferred plant species. This submission shall be approved by the City prior to ordering plant material.

3. All plants are to be installed in a random, equally distributed manner throughout the planting zones. Like species should not be grouped together.

4. Trees to be field located by City of Dublin Landscape Architect prior to planting.

5. Live stakes shall be installed per the Live Stake Planting Detail on Sheet 87.

GRAPHIC SCALE
0 5 10 20
1 inch =20 feet

LEGEND
- ZONE 1 (140 Linear Ft) Live Stakes
- ZONE 2 (0.04 Ac) Riparian Trees, Shrubs, and Seeding (A: Mulch, B: Erosion Protection Mat)
- ZONE 3 (0.24 Ac) Embankment Trees, Shrubs, and Seeding (A: Mulch, B: Erosion Protection Mat)
- (0.03 Ac) Item 659, Repair Seeding and Mulching, Class Special, As Per Plan

REVISIONS
MARK | DATE | DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 22 PLANTING PLAN

Stantec

DATE: JUNE 2025
SCALE: 1" = 20'
JOB NO.: 2022-0903
SHEET: 78/97

PLANT LIST	
COMMON NAME	**SCIENTIFIC NAME**
Zone 2: Riparian Trees & Shrubs	
Trees	
American sycamore	*Platanus occidentalis*
Swamp white oak	*Quercus bicolor*
Bur oak	*Quercus macrocarpa*
River birch	*Betula nigra*
Shrubs	
Buttonbush	*Cornus racemosa*
Spicebush	*Lindera benzoin*

NATIVE GRASS SEEDING TABLE			
TYPE	**APPLICATION RATE**	**APPLICATION DATES**	**COVER**
***Permanent Seed, Zone 2:**			A: Mulch B: Slope Erosion Protection Matting
Native Steep Slope Mix with Grain Rye (ERNMX-181-2) or Approved Equal	75 lbs/acre	Sep 15 - Oct 31	
OR			
Native Steep Slope Mix with Grain Oats (ERNMX-181-1) or Approved Equal	75 lbs/acre	Mar 15 - May 31	
Repair Seeding And Mulching:			
Permanent Seed Mix	40 lbs/acre	April 15 - May 31	Mulch
*Permanent native grass seeding shall occur throughout Zones 2 and 3. All other disturbed areas shall be seeded with Item 659, Seeding and Mulching, Class Special per Sheet 4.			

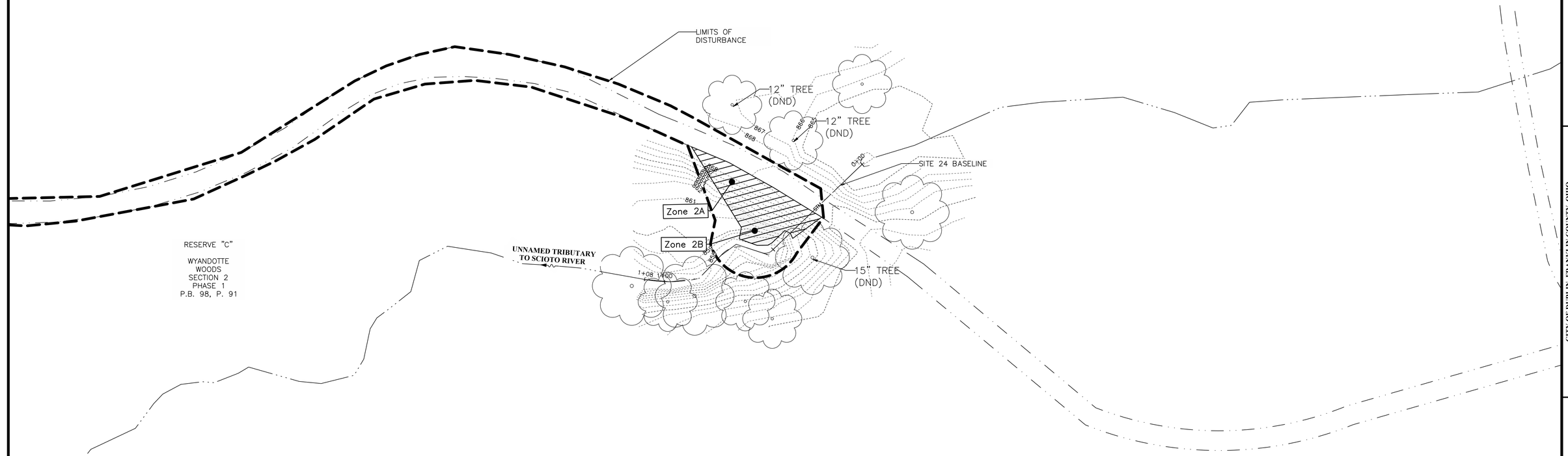
Native Grass Seeding Table Notes:

1. Overseed (cover crop) shall be included and applied with the permanent seed to quickly stabilize the site. This is required because the permanent seed takes much longer to germinate than the cover crop. The Zone 2 seed mix includes the required cover crop.

2. Contractor is expected to install the Permanent Seed prior to the installation of erosion control matting. If this seed mix is installed under matting after October 31 and before March 15, the application rate shall be 150% of normal rates listed in the table. For example, in Zone 2 the application rate would be 112.5 lbs/acre if seeding occurs between October 31 and March 15.

3. For any areas not receiving matting protection, the October 31 cutoff date for permanent seeding will remain in effect. Seeding shall not occur June 1 to September 14.

4. All disturbed areas that will be seeded, regardless of topsoil placement, shall be discd 12" prior to seeding.



GRAPHIC SCALE
0 5 10 20
1 inch =20 feet

PLANTING TABLE							
ZONE	**MATERIAL**	**DENSITY**	**QUANTITY**	**MIN CALIPER**	**MIN MATERIAL HEIGHT**	**SCHEDULE**	**WARRANTY**
ZONE 2	No. 15 Trees	20 Per Acre (Min. 4)	4	1-Inch	5 Feet	Mar 1 - May 15 or	100%
	No. 5 Shrubs	20 Per Acre (Min. 4)	4	N/A	24 Inches	Oct 15 - Nov 30	100%

Planting Table Notes:

1. For Zone 2, all of the listed species should be ordered and installed in roughly equal numbers per material type. For example in Zone 2, approximately 1 of each tree species shall be provided as 15-gallon trees and 2 of each shrub species shall be provided as 5-gallon shrubs..

2. Contractor shall submit a plant material list to the City reflecting availability of preferred plant species. This submission shall be approved by the City prior to ordering plant material.

3. All plants are to be installed in a random, equally distributed manner throughout the planting zones. Like species should not be grouped together.

4. Trees to be field located by City of Dublin Landscape Architect prior to planting.

LEGEND

2A 2B — ZONE 2 (0.02 Ac)
Riparian Trees, Shrubs, and Seeding
(A: Mulch, B: Erosion Protection Mat)

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 24 PLANTING PLAN

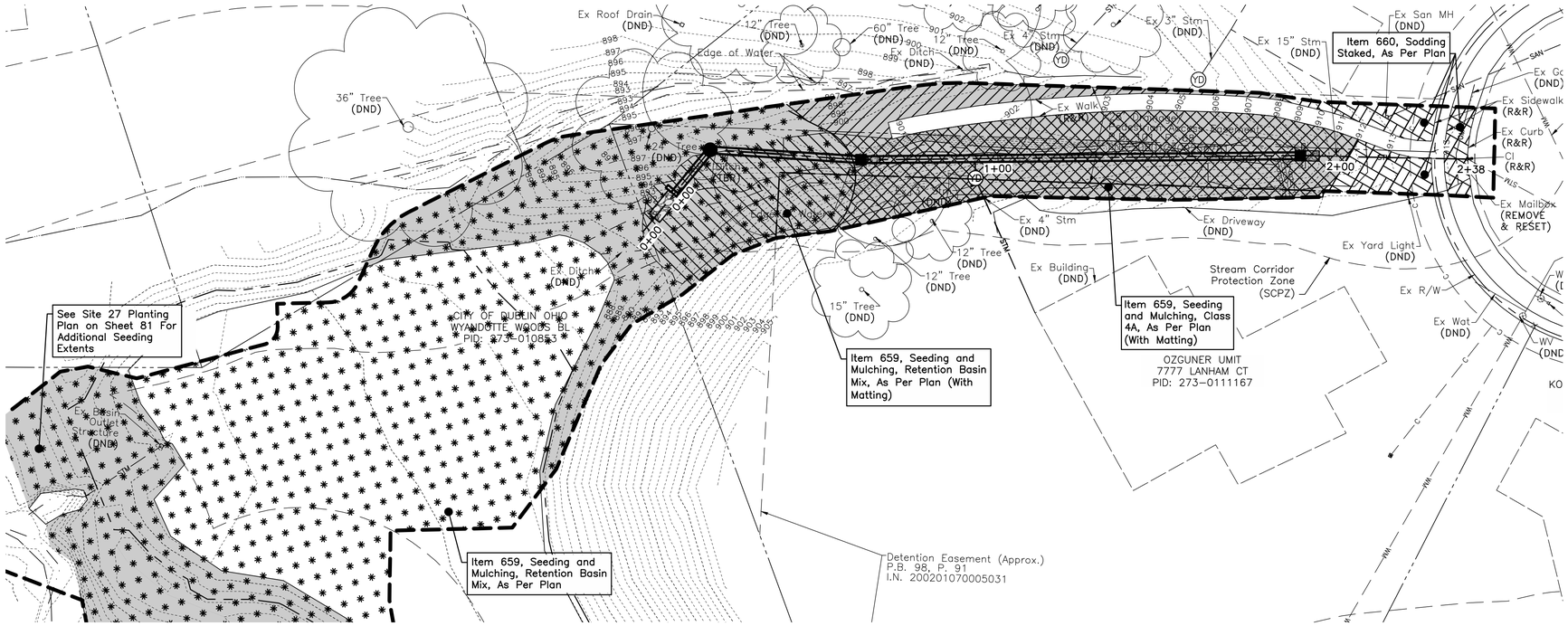
Stantec

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
79/97



LEGEND

(0.09 Ac)
Item 659, Seeding and Mulching, Class 4A, As Per Plan
(A: Mulch, B: Slope Erosion Control Mat, C: Turf Reinforcement Mat)

(0.38 Ac)
Item 659, Seeding and Mulching, Retention Basin Mix, As Per Plan
(A: Mulch, B: Slope Erosion Control Mat, C: Turf Reinforcement Mat)

(0.02 Ac)
Item 660, Sodding Staked

Prop Rock Channel Protection

NATIVE GRASS SEEDING TABLE

TYPE	APPLICATION RATE	APPLICATION DATES	COVER
Permanent Seed, Item 659, Seeding and Mulching, Class 4A, As Per Plan Refer to ODOT CMS 659.09 for Seeding Mix	Refer to ODOT CMS 659.09 for Application Rate	Refer to ODOT CMS 659.09 for Application Dates	A: Mulch B: Erosion Control Matting C: Turf Reinforcement Mat
Permanent Seed, Item 659, Seeding and Mulching, Retention Basin Mix, As Per Plan Retention Basin Wildlife Mix (ERNMX-127) or Approved Equal with Grain Rye OR Retention Basin Wildlife Mix (ERNMX-127) or Approved Equal with Grain Rye with Japanese Millet or Barnyard Grass	Permanent Seed: 20 lbs/acre Grain Rye: 30 lbs/acre Japanese Millet/Barnyard Grass: 10 lbs/acre	Sep 1 - Apr 30 May 1 - Aug 31	A: Mulch B: Erosion Control Matting C: Turf Reinforcement Mat
Repair Seeding And Mulching: Permanent Seed Mix	40 lbs/acre	April 15 - May 31	Mulch
All other disturbed areas shall be seeded with Item 659, Seeding and Mulching, Class Special per Sheet 4.			

Native Grass Seeding Table Notes:

1. Overseed (cover crop) shall be included and applied with the permanent seed to quickly stabilize the site. This is required because the permanent seed takes much longer to germinate than the cover crop.

2. Contractor is expected to install the Permanent Seed prior to the installation of erosion control matting. If this seed mix is installed under matting after October 31 and before March 15, the application rate shall be 150% of normal rates listed in the table. For example, in the retention basin mix the application rate would be 45 lbs/acre if seeding occurs between October 31 and March 15.

3. For any areas not receiving matting protection, the August 31 cutoff date for permanent seeding will remain in effect. Seeding shall not occur June 1 to September 14.

4. All disturbed areas that will be seeded, regardless of topsoil placement, shall be disced 12" prior to seeding.

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS
MAINTENANCE PROGRAM 2025
SITE 25 PLANTING PLAN

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
80/97

M:\2022\0903\Data\45Sheets\Plan\Year A\Site_25_Planting_Planting_Text_Saved_By_marcea_3/25/2022_10:06_AM_Last_Printed_By_Broncrillo_depw_6/16/2025_1:45_PM_(No_Xrefs)

PLANT LIST	
COMMON NAME	**SCIENTIFIC NAME**
Zone 2: Riparian Trees & Shrubs	
Trees	
Bur oak	*Quercus macrocarpa*
Shrubs	
Buttonbush	*Cornus racemosa*
Spicebush	*Lindera benzoin*

PLANTING TABLE							
ZONE	**MATERIAL**	**DENSITY**	**QUANTITY**	**MIN CALIPER**	**MIN MATERIAL HEIGHT**	**SCHEDULE**	**WARRANTY**
ZONE 2	No. 15 Trees	20 Per Acre (Min. 1)	1	1-Inch	5 Feet	Mar 1 - May 15 or	100%
	No. 5 Shrubs	20 Per Acre (Min. 2)	2	N/A	24 Inches	Oct 15 - Nov 30	100%

Planting Table Notes:

1. For Zone 2, all of the listed species should be ordered and installed in roughly equal numbers per material type. For example in Zone 2, approximately 1 of each tree species shall be provided as 15-gallon trees and approximately 1 of each shrub species shall be provided as 5-gallon shrubs.

2. Contractor shall submit a plant material list to the City reflecting availability of preferred plant species. This submission shall be approved by the City prior to ordering plant material.

3. All plants are to be installed in a random, equally distributed manner throughout the planting zones. Like species should not be grouped together.

4. Trees to be field located by City of Dublin Landscape Architect prior to planting.

5. No trees or shrubs shall be planted on the storm water basin embankment.

NATIVE GRASS SEEDING TABLE			
TYPE	**APPLICATION RATE**	**APPLICATION DATES**	**COVER**
***Permanent Seed, Zone 2:** Native Steep Slope Mix with Grain Rye (ERNMX-181-2) or Approved Equal OR Native Steep Slope Mix with Grain Oats (ERNMX-181-1) or Approved Equal	75 lbs/acre 75 lbs/acre	Sep 15 - Oct 31 Mar 15 - May 31	A: Mulch B: Erosion Control Matting
***Item 659 Seeding and Mulching, Retention Basin Mix, Zones A, B, and C** Overseed: Japanese Millet (Echinochloa Esculenta) or Winter Rye (Grain) (Secale Cereale) Permanent Seed: Ernset Seeds ERNMX-126, Retention Basin Floor Mix or Approved Equal	 10 lbs/acre 30 lbs/acre 20-40 lbs/acre	 May 1 - Aug 31 Sep 1 - Apr 30 Mar 15-May 30	A: Mulch B: Slope Erosion Protection Matting C: Turn Reinforcement Matting
Repair Seeding And Mulching: Permanent Seed Mix	 40 lbs/acre	 April 15 - May 31	 Mulch
*Permanent native grass seeding shall occur throughout Zones 2 and 3. All other disturbed areas shall be seeded with Item 659, Seeding and Mulching, Class Special per Sheet 4.			

Native Grass Seeding Table Notes:

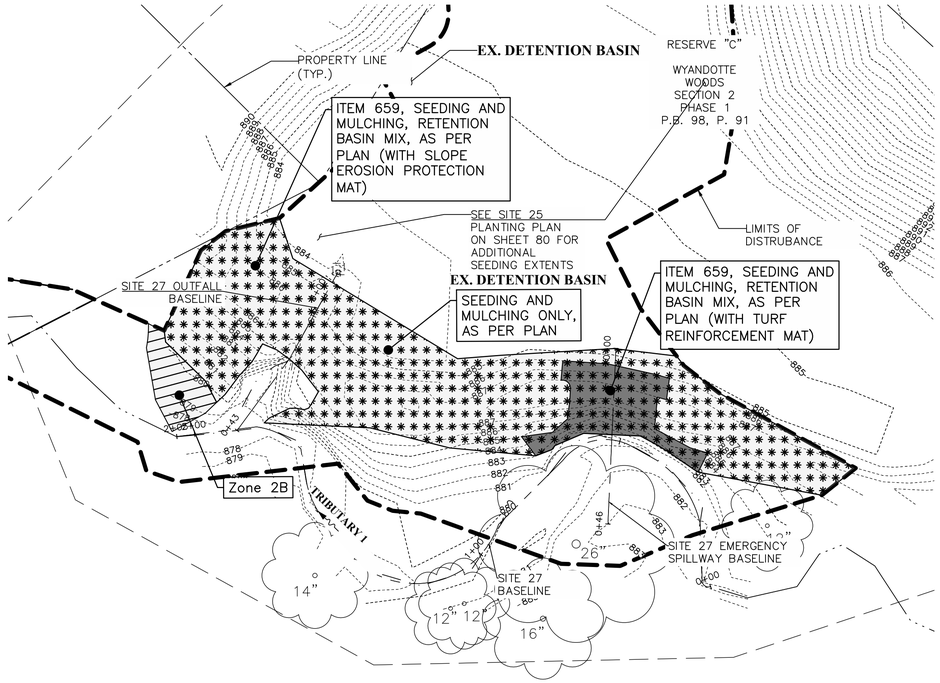
1. Overseed (cover crop) shall be included and applied with the permanent seed to quickly stabilize the site. This is required because the permanent seed takes much longer to germinate than the cover crop. The Zone 2 seed mix includes the required cover crop.

2. Contractor is expected to install the Permanent Seed prior to the installation of erosion control matting. If this seed mix is installed under matting after October 31 and before March 15, the application rate shall be 150% of normal rates listed in the table. For example, in Zone 2 the application rate would be 112.5 lbs/acre or in the retention basin mix the application rate would be 30-60 lbs/acre if seeding occurs between October 31 and March 15.

3. For any areas not receiving matting protection, the October 31 cutoff date for permanent seeding will remain in effect. Seeding shall not occur June 1 to September 14.

4. All disturbed areas that will be seeded, regardless of topsoil placement, shall be discd 12" prior to seeding.

GRAPHIC SCALE
0 5 10 20
1 inch =20 feet



LEGEND

2A 2B — ZONE 2 (0.01 Ac)
Riparian Trees, Shrubs, and Seeding
(A: Mulch, B: Erosion Protection Mat)

A B C — (0.09 Ac)
Item 659, Seeding and Mulching, Retention Basin Mix, As Per Plan
(A: Mulch, B: Erosion Protection Mat, C: Turf Reinforcement Mat)

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 27 PLANTING PLAN

Stantec

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
81/97

BOYLSTON COURT

CRAIG S. SHEMENSKI
0.53 AC.
7771 BOYLSTON CT

MARK G. STOLZE
0.59 AC.
7772 BOYLSTON CT

STUART D. LUCAS
0.47 AC.
7780 BOYLSTON CT

DETENTION EASEMENT
(APPROX.)
P.B. 98, P. 91
I.N. 200201070005031

PROPERTY LINE
(TYP.)

MATCHLINE SEE SHEET 83

Zone 2A

Zone 2B

Zone 1

TRIBUTARY 1

TRIBUTARY 1 BASELINE

LIMITS OF DISTRUBANCE

SEE SITE 27 PLANTING PLAN ON SHEET 81 FOR DETAIL

RESERVE "C"

WYANDOTTE WOODS
SECTION 2
PHASE 1
P.B. 98, P. 91

NOTES:
1. REFER TO SHEETS 83 FOR THE PLANT LIST, PLANTING TABLE, NATIVE SEED MIX TABLE, AND NOTES.

LEGEND

ZONE 1 (609 Linear Ft)
Live Stakes

2A 2B — ZONE 2 (0.40 Ac)
Riparian Trees, Shrubs, and Seeding
(A: Mulch, B: Erosion Protection Mat)

A B — (0.01 Ac)
Item 659, Seeding and Mulching,
Retention Basin Mix, As Per Plan
(A: Mulch, B: Erosion Protection Mat)

GRAPHIC SCALE
0 5 10 20
1 inch =20 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR

DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025

SITE 28 PLANTING PLAN

Stantec

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
82/97

PLANT LIST	
COMMON NAME	**SCIENTIFIC NAME**
Live Stakes	
Buttonbush	*Cephalanthus occidentalis*
Silky dogwood	*Cornus amomum*
Ninebark	*Physocarpus opulifolius*
Zone 2: Riparian Trees & Shrubs	
Trees	
Pawpaw	*Asimina triloba*
American sycamore	*Platanus occidentalis*
Swamp white oak	*Quercus bicolor*
Bur oak	*Quercus macrocarpa*
River birch	*Betula nigra*
Shrubs	
Buttonbush	*Cornus racemosa*
Spicebush	*Lindera benzoin*

PLANTING TABLE							
ZONE	**MATERIAL**	**DENSITY**	**QUANTITY**	**MIN CALIPER**	**MIN MATERIAL HEIGHT**	**SCHEDULE**	**WARRANTY**
ZONE 1	Live Stakes	1 Per Linear Foot of Bank	609	1/2-Inch	2 Feet	Nov 1 - Apr 30	90%
ZONE 2	Bare Root Trees & Shrubs	400 Per Acre	160	N/A	18 Inches	Mar 1 - May 15 or Oct 15 - Nov 30	80%
	No. 15 Trees	20 Per Acre (Min. 5)	8	1-Inch	5 Feet	Mar 1 - May 15 or	100%
	No. 5 Shrubs	20 Per Acre (Min. 5)	8	N/A	24 Inches	Oct 15 - Nov 30	100%

Planting Table Notes:

1. For Zone 2, all of the listed species should be ordered and installed in roughly equal numbers per material type. For example in Zone 2, approximately 22 of each tree and shrub species shall be provided as bare roots, approximately 1 of each tree species shall be provided as 15-gallon trees and approximately 4 of each shrub species shall be provided as 5-gallon shrubs.

2. Contractor shall submit a plant material list to the City reflecting availability of preferred plant species. This submission shall be approved by the City prior to ordering plant material.

3. All plants are to be installed in a random, equally distributed manner throughout the planting zones. Like species should not be grouped together.

4. Trees to be field located by City of Dublin Landscape Architect prior to planting.

5. Live stakes shall be installed per the Live Stake Planting Detail on Sheet 77 along Zone 1.

6. No trees or shrubs shall be planted on the storm water basin embankment.

NATIVE GRASS SEEDING TABLE			
TYPE	**APPLICATION RATE**	**APPLICATION DATES**	**COVER**
***Permanent Seed, Zone 2:**			
Native Steep Slope Mix with Grain Rye (ERNMX-181-2) or Approved Equal	75 lbs/acre	Sep 15 - Oct 31	A: Mulch B: Erosion Control Matting
OR			
Native Steep Slope Mix with Grain Oats (ERNMX-181-1) or Approved Equal	75 lbs/acre	Mar 15 - May 31	
***Item 659 Seeding and Mulching, Retention Basin Mix, Zones A, B, and C**			
Overseed:			A: Mulch B: Slope Erosion Protection Mat
Japanese Millet (Echinochloa Esculenta) or	10 lbs/acre	May 1 - Aug 31	
Winter Rye (Grain) (Secale Cereale)	30 lbs/acre	Sep 1 - Apr 30	
Permanent Seed:			
Ernset Seeds ERNMX-126, Retention Basin Floor Mix or Approved Equal	20-40 lbs/acre	Mar 15-May 30	
Repair Seeding And Mulching:			
Permanent Seed Mix	40 lbs/acre	April 15 - May 31	Mulch
*Permanent native grass seeding shall occur throughout Zones 2 and 3. All other disturbed areas shall be seeded with Item 659, Seeding and Mulching, Class Special per Sheet 4.			

Native Grass Seeding Table Notes:

1. Overseed (cover crop) shall be included and applied with the permanent seed to quickly stabilize the site. This is required because the permanent seed takes much longer to germinate than the cover crop. The Zone 2 seed mix includes the required cover crop.

2. Contractor is expected to install the Permanent Seed prior to the installation of erosion control matting. If this seed mix is installed under matting after October 31 and before March 15, the application rate shall be 150% of normal rates listed in the table. For example, in Zone 2 the application rate would be 112.5 lbs/acre or in the retention basin mix the application rate would be 30-60 lbs/acre if seeding occurs between October 31 and March 15.

3. For any areas not receiving matting protection, the October 31 cutoff date for permanent seeding will remain in effect. Seeding shall not occur June 1 to September 14.

4. All disturbed areas that will be seeded, regardless of topsoil placement, shall be discd 12" prior to seeding.

EX. DETENTION BASIN

RESERVE "C"
WYANDOTTE WOODS SECTION 2 PHASE 1 P.B. 98, P. 91

ITEM 659, SEEDING AND MULCHING, RETENTION BASIN MIX, AS PER PLAN (WITH SLOPE EROSION PROTECTION MAT)

DETENTION EASEMENT (APPROX.) P.B. 98, P. 91 I.N. 200201070005031

P.B. 98, P. 91 I.N. 200201070005031

TRIBUTARY 1A

OUTFALL AND TRIBUTARY 1A BASELINE

PROPERTY LINE (TYP.)

RESERVE "C"
WYANDOTTE WOODS SECTION 2 PHASE 1 P.B. 98, P. 91

Zone 1
Zone 2A
Zone 2B

LIMITS OF DISTURBANCE

TRIBUTARY 1 BASELINE

FEMA 100-YR FLOODPLAI)

TRIBUTARY 1

MATCHLINE SEE SHEET 82

LEGEND

ZONE 1 (609 Linear Ft)
Live Stakes

ZONE 2 (0.40 Ac)
Riparian Trees, Shrubs, and Seeding
(A: Mulch, B: Erosion Protection Mat)

(0.01 Ac)
Item 659, Seeding and Mulching, Retention Basin Mix, As Per Plan
(A: Mulch, B: Erosion Protection Mat)

GRAPHIC SCALE
0 5 10 20
1 inch =20 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 28 PLANTING PLAN

Stantec

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
83/97

PLANTING TABLE (SITE 44A)							
ZONE	MATERIAL	DENSITY	QUANTITY	MIN CALIPER	MIN MATERIAL HEIGHT	SCHEDULE	WARRANTY
ZONE 2	Bare Root Trees & Shrubs	400 Per Acre	70	N/A	18 Inches	Mar 1 - May 15 or Oct 15 - Nov 30	80%
	No. 15 Trees	20 Per Acre (Min. 5)	5	1-Inch	5 Feet	Mar 1 - May 15 or	100%
	No. 5 Shrubs	20 Per Acre (Min. 5)	5	N/A	24 Inches	Oct 15 - Nov 30	100%
ZONE 3	Bare Root Trees & Shrubs	400 Per Acre	60	N/A	18 Inches	Mar 1 - May 15 or Oct 15 - Nov 30	80%

Planting Table Notes:

1. For Zone 2 and 3, all of the listed species should be ordered and installed in roughly equal numbers per material type, i.e., approximately 2 of each tree species shall be provided as bare roots and 1 of each as 15-gallon trees. For Zone 2, No. 15 Trees and No. 5 Shrubs shall not be planted on slopes steeper than 3:1.

2. Contractor shall submit a plant material list to the City reflecting availability of preferred plant species. This submission shall be approved by the City prior to ordering plant material.

3. All plants are to be installed in a random, equally distributed manner throughout the planting zones. Like species should not be grouped together.

4. Trees to be field located by City of Dublin Landscape Architect prior to planting.

PLANT LIST	
COMMON NAME	**SCIENTIFIC NAME**
Zone 2: Riparian Trees & Shrubs	
Trees	
Pawpaw	*Asimina triloba*
American sycamore	*Platanus occidentalis*
Swamp white oak	*Quercus bicolor*
Bur oak	*Quercus macrocarpa*
River birch	*Betula nigra*
Shrubs	
Red-osier dogwood	*Cornus sericea*
Gray dogwood	*Cornus racemosa*
Elderberry	*Sambucas canadensis*
Southern arrow-wood	*Viburnum dentatum*
Nannyberry	*Viburnum lentago*
Zone 3: Embankment Trees & Shrubs	
Pawpaw	*Asimina triloba*
Sugar maple	*Acer saccharum*
Ohio buckeye	*Aesculus glabra*
Serviceberry	*Amelanchier laevis*
Common hackberry	*Celtis occidentalis*
Eastern redbud	*Cercis canadensis*
Gray dogwood	*Cornus racemosa*
Fragrant sumac	*Rhus aromatica 'Gro-Low'*
Staghorn sumac	*Rhus typhina*
Blackhaw	*Viburnum prunifolium*

LEGEND

- ZONE 1 (630 Linear Ft) Willow Live Stakes
- 2A 2B — ZONE 2 (0.15 Ac) Riparian Trees, Shrubs, and Seeding (A: Mulch, B: Erosion Protection Mat)
- 3A 3B — ZONE 3 (0.14 Ac) Embankment Trees, Shrubs, and Seeding (A: Mulch, B: Erosion Protection Mat)
- (0.40 Ac) Item 659, Repair Seeding and Mulching, Class Special, As Per Plan
- Prop Rock Channel Protection

NATIVE GRASS SEEDING TABLE			
TYPE	**APPLICATION RATE**	**APPLICATION DATES**	**COVER**
***Permanent Seed, Zone 2:** Native Steep Slope Mix with Grain Rye (ERNMX-181-2) or Approved Equal	75 lbs/acre	Sep 15 - Oct 31	A: Mulch B: Erosion Control Matting
OR Native Steep Slope Mix with Grain Oats (ERNMX-181-1) or Approved Equal	75 lbs/acre	Mar 15 - May 31	
***Permanent Seed, Zone 3:** Riparian Buffer Mix (ERNMX-178) or Approved Equal	30 lbs/acre	Sep 15 - Oct 31 Mar 15 - May 31	A: Mulch B: Erosion Control Matting
Repair Seeding And Mulching: Permanent Seed Mix	40 lbs/acre	April 15 - May 31	Mulch
*Permanent native grass seeding shall occur throughout Zones 2 and 3. All other disturbed areas shall be seeded with Item 659, Seeding and Mulching, Class Special per Sheet 4.			

Native Grass Seeding Table Notes:

1. Overseed (cover crop) shall be included and applied with the permanent seed to quickly stabilize the site. This is required because the permanent seed takes much longer to germinate than the cover crop. The Zone 2 and 3 seed mixes include the required cover crop.

2. Contractor is expected to install the Permanent Seed prior to the installation of erosion control matting. If this seed mix is installed under matting after October 31 and before March 15, the application rate shall be 150% of normal rates listed in the table. For example, in Zone 2 the application rate would be 112.5 lbs/acre if seeding occurs between October 31 and March 15.

3. For any areas not receiving matting protection, the October 31 cutoff date for permanent seeding will remain in effect. Seeding shall not occur June 1 to September 14.

4. All disturbed areas that will be seeded, regardless of topsoil placement, shall be disced 12" prior to seeding.

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

MATCH LINE – SEE SHEET 85

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 44A PLANTING PLAN

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
84/97

I:\2022\0903\Dwg\04Sheets\Plan\Year 2\Site 44\44A - Planting Plan.dgn Last Saved By: bpascarello 6/12/2025 4:26 PM Last Printed By: bpascarello 6/16/2025 4:45 PM (No Xrefs)

NOTE:
See Sheet 84 for Planting Tables for Site 44A

Stream Corridor Protection Zone (SCPZ)

FEMA 100-Year Floodplain Limits

CITY OF DUBLIN
SHANNON GLEN BL
PID: 273-010028

MATCH LINE - SEE SHEET 86

Ex SUP (DND)

Zone 1

Zone 3B

Ex Bush Row (DND)

8+00

TRIBUTARY I-2

9+00

9+06

Zone 2B

9" -15" Tree (DND)

Edge of Water

14" Tree (DND)

7+00

Ex Storm (DND)

Zone 3B

Drainage Easement P.B. 103, P. 6

Item 659, Repair Seeding and Mulching, Class Special, As Per Plan

Prop Rock Channel Protection

MATCH LINE - SEE SHEET 84

CAO HONG
8044 LOMBARD WY
PID: 273-011240

FEMA 100-Year Floodplain Limits

HAO XUEJING
8040 LOMBARD WY
PID: 273-011241

CITY OF DUBLIN
SHANNON GLEN BL
PID: 273-010028

Stream Corridor Protection Zone (SCPZ)

Note: Basin Contours Shown were Developed from GIS Data

Normal Pool = 912.50
(NGVD29)
(94-021-RES)

CITY OF DUBLIN
RINGSEND CT
PID: 273-011255

Drainage Easement P.B. 103, P. 6

GIROUX KELLY
6466 RINGSEND CT
PID: 273-011247

HOUPT JOHN M
6458 RINGSEND CT
PID: 273-011248

KIM MYUNG J
6474 RINGSEND CT
PID: 273-011246

NELSON PAUL JR
6482 RINGSEND CT
PID: 273-011245

LEONG CHI KIN
6490 RINGSEND CT
PID: 273-011244

RAVIPATI VENU
8036 LOMBARD WY
PID: 273-011242

RINGSEND COURT

LEGEND

- ZONE 1 — Willow Live Stakes
- 2A / 2B — ZONE 2 — Riparian Trees, Shrubs, and Seeding (A: Mulch, B: Erosion Protection Mat)
- 3A / 3B — ZONE 3 — Embankment Trees, Shrubs, and Seeding (A: Mulch, B: Erosion Protection Mat)
- Item 659, Repair Seeding and Mulching, Class Special, As Per Plan
- Prop Rock Channel Protection

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS
MAINTENANCE PROGRAM 2025
SITE 44A PLANTING PLAN

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
85/97

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PLANTING TABLE							
ZONE	MATERIAL	DENSITY	QUANTITY	MIN CALIPER	MIN MATERIAL HEIGHT	SCHEDULE	WARRANTY
ZONE 2	Bare Root Trees & Shrubs	400 Per Acre	30	N/A	18 Inches	Mar 1 - May 15 or Oct 15 - Nov 30	80%
	No. 15 Trees	20 Per Acre (Min. 5)	5	1-Inch	5 Feet	Mar 1 - May 15 or Oct 15 - Nov 30	100%
	No. 5 Shrubs	20 Per Acre (Min. 5)	5	N/A	24 Inches		100%
ZONE 3	Bare Root Trees & Shrubs	400 Per Acre	100	N/A	18 Inches	Mar 1 - May 15 or Oct 15 - Nov 30	80%

Planting Table Notes:

1. For Zone 2 and 3, all of the listed species should be ordered and installed in roughly equal numbers per material type, i.e., approximately 2 of each tree species shall be provided as bare roots and 1 of each as 15-gallon trees. For Zone 2, No. 15 Trees and No. 5 Shrubs shall not be planted on slopes steeper than 3:1.

2. Contractor shall submit a plant material list to the City reflecting availability of preferred plant species. This submission shall be approved by the City prior to ordering plant material.

3. All plants are to be installed in a random, equally distributed manner throughout the planting zones. Like species should not be grouped together.

4. Trees to be field located by City of Dublin Landscape Architect prior to planting.

NATIVE GRASS SEEDING TABLE			
TYPE	APPLICATION RATE	APPLICATION DATES	COVER
***Permanent Seed, Zone 2:**			
Native Steep Slope Mix with Grain Rye (ERNMX-181-2) or Approved Equal	75 lbs/acre	Sep 15 - Oct 31	A: Mulch B: Erosion Control Matting
OR			
Native Steep Slope Mix with Grain Oats (ERNMX-181-1) or Approved Equal	75 lbs/acre	Mar 15 - May 31	
***Permanent Seed, Zone 3:**			
Riparian Buffer Mix (ERNMX-178) or Approved Equal	30 lbs/acre	Sep 15 - Oct 31	A: Mulch B: Erosion Control Matting
		Mar 15 - May 31	
Repair Seeding And Mulching:			
Permanent Seed Mix	40 lbs/acre	April 15 - May 31	Mulch
*Permanent native grass seeding shall occur throughout Zones 2 and 3.			
All other disturbed areas shall be seeded with Item 659, Seeding and Mulching, Class Special per Sheet 4.			

Native Grass Seeding Table Notes:

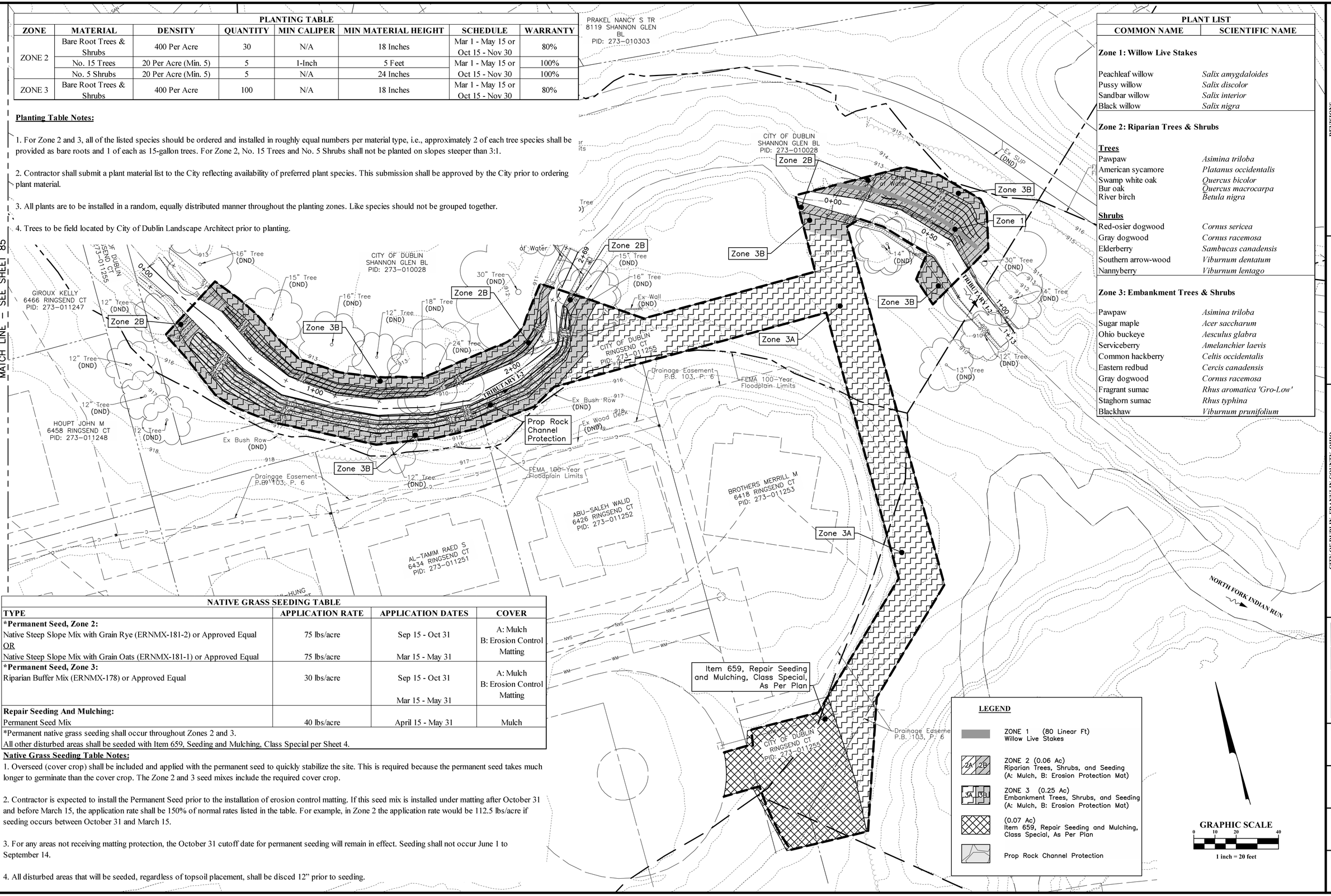
1. Overseed (cover crop) shall be included and applied with the permanent seed to quickly stabilize the site. This is required because the permanent seed takes much longer to germinate than the cover crop. The Zone 2 and 3 seed mixes include the required cover crop.

2. Contractor is expected to install the Permanent Seed prior to the installation of erosion control matting. If this seed mix is installed under matting after October 31 and before March 15, the application rate shall be 150% of normal rates listed in the table. For example, in Zone 2 the application rate would be 112.5 lbs/acre if seeding occurs between October 31 and March 15.

3. For any areas not receiving matting protection, the October 31 cutoff date for permanent seeding will remain in effect. Seeding shall not occur June 1 to September 14.

4. All disturbed areas that will be seeded, regardless of topsoil placement, shall be disced 12" prior to seeding.

PLANT LIST	
COMMON NAME	SCIENTIFIC NAME
Zone 1: Willow Live Stakes	
Peachleaf willow	*Salix amygdaloides*
Pussy willow	*Salix discolor*
Sandbar willow	*Salix interior*
Black willow	*Salix nigra*
Zone 2: Riparian Trees & Shrubs	
Trees	
Pawpaw	*Asimina triloba*
American sycamore	*Platanus occidentalis*
Swamp white oak	*Quercus bicolor*
Bur oak	*Quercus macrocarpa*
River birch	*Betula nigra*
Shrubs	
Red-osier dogwood	*Cornus sericea*
Gray dogwood	*Cornus racemosa*
Elderberry	*Sambucas canadensis*
Southern arrow-wood	*Viburnum dentatum*
Nannyberry	*Viburnum lentago*
Zone 3: Embankment Trees & Shrubs	
Pawpaw	*Asimina triloba*
Sugar maple	*Acer saccharum*
Ohio buckeye	*Aesculus glabra*
Serviceberry	*Amelanchier laevis*
Common hackberry	*Celtis occidentalis*
Eastern redbud	*Cercis canadensis*
Gray dogwood	*Cornus racemosa*
Fragrant sumac	*Rhus aromatica 'Gro-Low'*
Staghorn sumac	*Rhus typhina*
Blackhaw	*Viburnum prunifolium*



REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
SITE 44B&C PLANTING PLAN

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
1" = 20'

JOB NO.
2022-0903

SHEET
86/97

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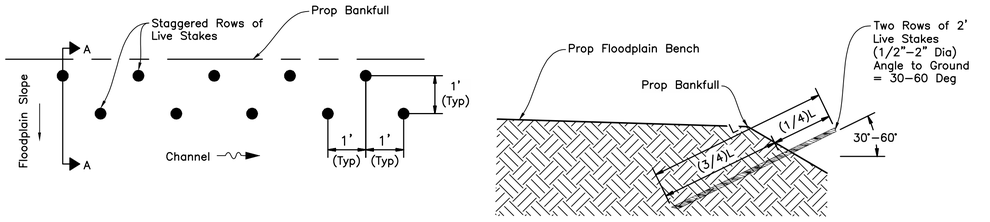
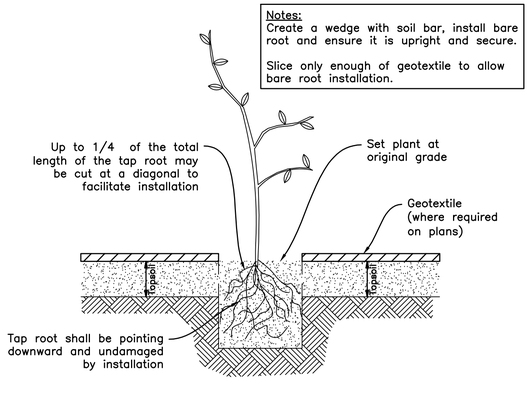
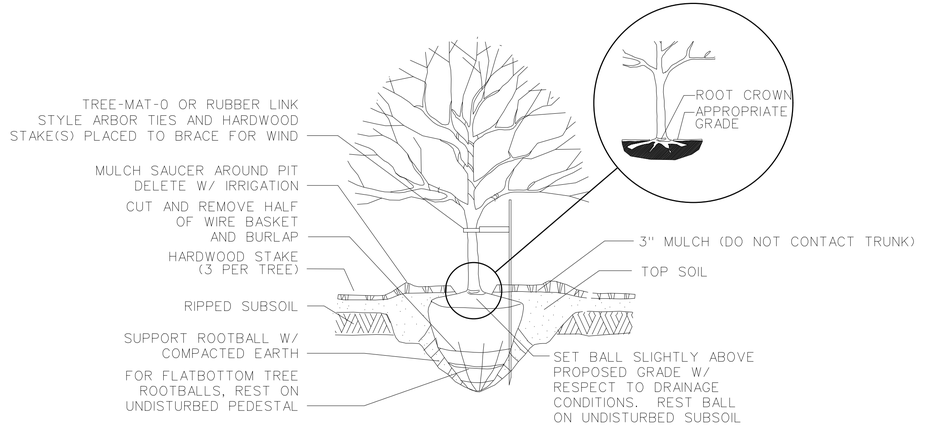


PLAN VIEW **SECTION A-A**

DETAIL
Live Stake Planting Detail — Not to Scale



DETAIL
Bare Root Planting Detail — Not to Scale



DETAIL
#5 and #15 Potted Planting Detail — Not to Scale

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS MAINTENANCE PROGRAM 2025
PLANTING DETAILS

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE: JUNE 2025

SCALE: NONE

JOB NO.: 2022-0903

SHEET: 87/97

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SITE PREPARATION AND TOPSOIL PLACEMENT

1. SUBMITTALS:

1.1. Contractor shall submit topsoil test results according to Item 653, Topsoil Furnished and Placed, As Per Plan.

1.2. Prior to placing topsoil, the Contractor shall have approval of subgrade elevations according to Item Spec, Grade Checking, As Per Plan.

1.3. Prior to seeding, the Contractor shall have approval of final grade elevations according to Item Spec, Grade Checking, As Per Plan.

2. CONSTRUCTION METHODS:

2.1. Contractor shall prepare the site in conformance with Item 652, Placing Stockpiled Topsoil, As Per Plan and Item 653, Topsoil Furnished and Placed, As Per Plan.

PLANTING TREES AND SHRUBS

3. SUBMITTALS

3.1. Prior to the start of work on this item, the Contractor shall submit the nursery order and bill of lading from the nursery to the City for review and approval.

3.1.1. Within thirty (30) days of the award of the contract, the Contractor shall submit a complete listing of the proposed planting materials to be provided under this section to the City for approval. The City will review the submitted materials. If deficient, as solely determined by the City, additional information shall be forwarded to the City. Any problems with obtaining any of the specified plant materials shall be forwarded in writing to the City. The cause of the acquisition problems shall be discussed in full and a list of vendors contacted shall be included. The Contractor shall be aware that more than one (1) vendor may be required to obtain all the necessary plant materials. Suggestions concerning appropriate substitutions may be included with this correspondence; however, only the City may approve such substitutions.

4. MATERIALS

4.1. The stream corridor shall be planted with a variety of native, cold–hardy tree and shrub species in accordance with the Planting Tables on Sheets 76 to 86. Final species selection shall be approved by the City in writing prior to purchasing the materials. All plants shall be healthy, vigorous, stress–free specimens free from harmful defects, decay, disfigured stems and roots, plant diseases, and insect pests.

4.2. No material is to be delivered until Landscaper and City are in agreement that the particular zone is ready for planting.

4.3. For each zone and for each material category, all of the listed species should be ordered and installed in roughly equal numbers.

4.4. Plant quality and size: All plants shall be true to type and nomenclature and typical of their species or variety. Ensure that all plant materials conform to the current edition of the American Standard for Nursery Stock, as published by the American Nursery and Landscape Association. They shall have a normal habit of growth with well–developed branch systems and vigorous root systems. They shall be sound, healthy, and vigorous plants, free from visible defects, disfiguration, injury, recognizable disease of any kind, insect eggs, borers, and any infestation. All plants shall be nursery grown in a suitable growth medium. It is the responsibility of the Contractor to inspect the plants before removal from the nursery where they have been grown to make sure that the plants meet these requirements.

4.5. All plants shall conform to all sizes and measurements detailed in these specifications and indicated on the plans. Unacceptable plants shall be culled at the nursery prior to being packed. No substitutions for any materials shall be made unless agreed to in writing by the City. With the approval of the City, plants larger in size than specified may be utilized, but such plants shall not increase the contract price. Larger plants shall not be cut back to meet size specifications. Plants shall have a form and architecture that is easily planted for the stock specified.

4.6. The Contractor shall install the trees and shrubs as shown in the Planting Tables on Sheets 76 to 86.

4.7. CONTAINER TREE AND SHRUB SPECIFICATIONS:

4.7.1. Plants shall be established and well rooted in removable containers.

4.7.2. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

4.8. BARE ROOT SPECIFICATIONS:

4.8.1. Harvest bare root plants while the plant is dormant and a minimum of 4 weeks prior to leaf out (bud break).

4.8.2. The root dimensions of the harvested plants shall conform to ANSI Z60.1 for nursery grown bare root plants for each size and type of plant.

4.8.3. Bare root trees and shrubs shall meet the minimum height requirements and shall be at least 2–year aged seedlings. Documentation from supplier must include height and age when requesting approvals from the City.

4.8.4. Keep the plants in a cool dark space for storage and delivery. If daytime outside temperatures exceed 70 degrees F, utilize a refrigerated storage area with temperature between 35 and 60 degrees.

5. NOMENCLATURE (FOR ALL PLANTS)

5.1. A Synonymized Checklist of the Vascular Flora of the United States, Canada and Greenland: Volume II; The Biota of North America (Kartesz and Kartesz, University of North Carolina Press, 1980, or later edition) shall be the authority for plant names. The Contractor shall supply certification from the suppliers that the plants supplied are the plants specified or agreed to under substitution. No compensation shall be made for materials or the cost of installation for plants species that are not specified.

6. INSPECTION

6.1. The Contractor shall be responsible for all certificates of inspection of plant materials that may be required by federal, state, or other authorities to accompany shipments of plants.

7. SCHEDULE

7.1. Plant deciduous, woody plants within the planting window shown on the plans whenever the temperature is between 32 degrees F and 65 degrees F and the soil is in a workable condition, unless otherwise approved in writing. Planting shall be after the permanent seed mix has been installed throughout the preservation area.

7.2. Except for container–grown material, the time limitation from digging to installing plant material shall be a maximum 21 days.

8. DELIVERY, STORAGE, AND HANDLING

8.1. No material is to be delivered until Landscaper and City are in agreement that the particular zone is ready for planting.

8.2. All plants shall be packed, transported, and handled with utmost care to ensure adequate protection against injury or damage to the root ball and desiccation. Plants must be protected from excessive vibrations. Plants shall not be thrown or bounded off a truck or loader to the ground. Plants shall not be dragged, lifted, or pulled by the trunk or braces in a manner that will damage the branches or loosen the roots in the ball.

8.3. Plant materials transported in vehicles shall be protected from wind whipping either by use of covered vehicles or secure tarps. Failure to protect plant materials during transport to the site will result in rejection of plant materials.

8.4. Plants will be delivered as close as possible to the date planting will actually begin.

8.5. Upon shipment arrival, plants will be unpacked and roots will be checked to ensure they are moist. Roots will be watered if they appear dry.

9. PRE–INSTALLATION INSPECTION

9.1. The Contractor shall meet with the City during delivery of plant materials at the project site. Each item shall be labeled with the product name (genus, species, variety, and cultivar), material size, and vendor. The Contractor shall provide the City with copies of all shipping manifests for the materials. The City shall verify the materials delivered are in a healthy and vigorous condition, and are consistent with the plan requirements in regards to quantity, species, and size.

9.2. The City shall be the sole judge of the conditions of quality and acceptability and will direct all corrections to the Contractor in writing. All rejected materials shall be immediately removed from the site and replaced with specified materials at the Contractor's expense.

10. INSTALLATION GENERAL

10.1. The Contractor shall not proceed with installation without written direction from the City if the actual time of installation does not comply with the installation periods listed in the Planting Table.

10.2. The Contractor shall mark all planting areas with stakes. The City shall approve the layout before planting begins.

10.3. Prior permission from the City is required for planting trees and shrubs if the majority of the planting area is excessively wet (areas >0.5–inch inundation) or exceedingly dry.

10.4. If an area is planted in a monoculture or an inappropriate mix, as solely determined by the City, at the direction of the City, the planting or a segment of the planting shall be removed and the plants discarded. The area will then be replanted as specified. No compensation for the discarded plants, the cost of the installation of the discarded plants, or the cost of the removal of the discarded plants shall be made to the Contractor.

10.5. The Contractor shall ensure all utilities within the planting area are located and marked prior to plant installation.

10.6. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the City of any condition observed.

10.7. No more plants shall be distributed about the planting area than can be planted and watered on the same day.

10.8. ROOT SYSTEM

10.8.1. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for plant root quality. The Contractor shall undertake, at the time of planting, all modifications to the root system required by the City to meet these quality standards.

10.8.2. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the City may choose to reject the plant rather than permitting the modification.

10.8.3. Any modifications required by the City to make the root system conform to the plant quality standards, outlined in Special Planting Requirements (Sheet 89), shall not be considered as grounds to modify or void the plant warranty.

10.8.4. The resulting root ball may need additional staking and water after planting. The City may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty.

10.8.5. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.

10.8.6. Container and boxed root ball shaving: The outer surfaces of all plants in containers and boxes, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one –inch of root mat or up to 2–inches as required to remove all root segments that are not growing reasonably radial to the trunk.

10.8.7. Exposed stem tissue after modification: The required root ball modifications may result in stem tissue that has not formed trunk bark being exposed above the soil line. If such condition occurs, wrap the exposed portion of the stem in a protective wrapping with a white filter fabric. Secure the fabric with biodegradable masking tape. Do not use string, twine, green nursery ties or any other material that may girdle the trunk if not removed.

10.9. EXCAVATION

10.9.1. Excavation of the planting space: Using hand tools or tracked mini–excavator, excavate the planting hole into the planting soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.

10.9.2. For trees and shrubs planted in soil areas that are not tilled or otherwise modified to a depth of at least 12–inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.

10.9.2.1. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.

10.9.2.2. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.

10.9.2.3. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees and shrubs planted in soil areas that are not tilled or otherwise modified.

10.9.3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.

10.9.4. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6–inches.

10.9.5. For trees to be planted in prepared planting soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12–inches of planting soil under the root ball excavate and tamp the planting soil in lifts not to exceed 12–inches.

10.10. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.

10.11. The City may request that plant orientation be rotated when planted based on the form of the plant.

10.12. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space.

10.13. Brace root ball by tamping planting soil around the lower portion of the root ball. Place additional planting soil around base and sides of ball in six–inch (6") lifts. Lightly tamp each lift using light foot pressure or hand tools to settle backfill, support the tree and eliminate voids. Do not over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.

10.13.1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.

10.14. Thoroughly water the planting soil and root ball immediately after planting.

10.15. Remove all nursery plant identification tags and ribbons as per City's instructions.

10.16. Remove corrugated cardboard trunk protection after planting.

10.17. Follow additional requirements for the permitted root ball packages.

MARK	DATE	DESCRIPTION
		REVISIONS

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS
MAINTENANCE PROGRAM 2025
PLANTING NOTES

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

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SCALE
NONE

JOB NO.
2022-0903

SHEET
88/97

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SPECIAL PLANTING REQUIREMENTS

11. CONTAINER PLANTS

(Includes boxed and above–ground fabric containers)

11.1. This specification assumes that most container plants have significant stem girdling and circling roots, and that the root collar is too low in the root ball.

11.2. Containered plants shall be carefully removed from the containers prior to installation. Plants shall not be pulled from the container by the trunk. Any plant materials observed to be removed from containers by the trunk may be rejected by the City.

11.3. Perform root ball shaving as defined above.

11.4. Remove all roots and substrate above the root collar and the main structural roots.

11.5. Remove all substrate at the bottom of the root ball that does not contain roots.

11.6. Using a hose, power washer or air excavation device, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.

11.7. The excavated hole for #5 and #15 containers shall be a diameter that is at least 6–inches larger than the diameter of the container.

12. BARE ROOT PLANTS

12.1. INSTALLATION

12.1.1. Before seedlings are taken to the planting site, the roots will be dampened. The seedlings will then be repacked in boxes and roots covered with moist packing material and enclosed in a plastic bag.

12.1.2. At the planting site, the unplanted seedlings will be kept moist, out of sunlight, and protected from wind.

12.1.3. Root pruning is prohibited for all seedlings with stems longer than 18–inches.

12.1.4. Root pruning is permissible for seedlings with stems shorter less than 18–inches. The total root length after pruning must exceed 8–inches when measured from the root collar. Roots will be pruned at an angle with only a sharp knife, hatchet, or clippers. Bare root seedlings with roots less than 8–inches in length may not be pruned.

12.1.5. The roots of all bare root trees and shrubs shall be dipped into a mycorrhizal fungi solution immediately prior to installation. Use 'PHC Root Dip' or equivalent material. Landscaper to provide photo documentation of this process during installation.

12.1.6. If trees are hand planted, the planter may only carry as many seedlings in hand that can be planted within three minutes. All remaining seedlings will be carried with the planter in a planting bag or dipped in water gel and carried in a bucket. Seedlings must not be carried in a bucket of water or have roots submerged at any time.

12.1.7. Dig the planting hole to the diameter of the spread of the roots to a depth in the center that maintains the root collar at or slightly above the elevation of the surrounding finished grade. The hole should be large enough to accommodate the entire root system. Spread all roots out radial to the trunk in the prepared hole making the hole wider where needed to accommodate long roots. Root tips shall be directed away from the trunk. Prune any broken roots removing the least amount of tissue possible. The roots need to be straight within the hole, not twisted or bent (J–rooted).

12.1.8. Maintain the trunk plumb while backfilling soil around the roots.

12.1.9. Lightly tamp the soil around the roots to eliminate voids and reduce settlement.

12.1.10. The soil should be firmly packed around the seedling to avoid air pockets, which can cause the roots to dry out causing seedling death. If there is any vertical movement after planting when the stem is gently pulled upwards, the seedling will be identified as a failed planting. The planting hole will subsequently be repacked until no movement is observed while maintaining the proper root collar position relative to the soil surface.

13. ACCEPTANCE

13.1. Upon written notice from the Contractor, the City shall review the planting work and make a determination if the planting work is substantially complete. Acceptance of the plant installation by the City shall be based on proper site preparation and installation, and satisfactory completion of required watering, if any. Acceptance of the work by the City shall not relieve the Contractor from any obligations of the contract. If planting occurs during the fall or winter months, the City may request seedlings be replanted if the spring walkover performed by the City identifies excessive planting failure as the result of frost heaving.

13.2. If material specified in Zone 2 and Zone 3 is installed in the fall, Landscaper will be required to inspect the corridor during the first February post–installation and reset any planted material that has been affected by frost heaving or wind.

14. DAMAGED AREAS

14.1. All areas where the installed plants have been disturbed or destroyed by the Contractor's negligent actions or inactions, as solely determined by the City, shall be replanted in accordance with these specifications by the Contractor at his own expense. Replanting shall occur at the next available planting window and shall not be delayed until the end of the warranty period.

PLANTING LIVE STAKES

15. SUBMITTALS

15.1. Prior to the start of work on this item, the Contractor shall submit the nursery order and bill of lading from the nursery to the City for review and approval.

15.1.1. The Contractor shall submit the following items to the City for review at least 30 calendar days prior to the planned date of installation: product sheet indicating quantities, size, and species of live stakes proposed for installation and source (vendor) of the material.

16. MATERIALS

16.1. Native live stake species shall be in accordance with the Planting Tables on Sheets 76 to 86. Final species selection shall be approved by the City in writing prior to purchasing the materials.

16.2. Live stakes are dormant cuttings taken in late winter or early spring before buds have opened. Live stakes shall be of the specified diameter and length, with visible buds.

16.3. Stakes shall be ½ to 2–inches in diameter, 2 feet in length, and living based on the presence of young buds and/or green bark. Prior to installation, the stakes shall be cut so that they are angled on the bottom and flush on the top.

16.4. Live stake material shall be dormant and gathered locally (within or in proximity to the project site) or purchased from a reputable commercial supplier. The Contractor may contact Ernst Conservation Seeds at 814–336–2404 or 800–873–3321 (fax: 814–336–5191) as a supplier of live stake material or approved equal. This material shall be planted only during its natural dormancy period as shown in the Planting Tables on Sheets 76 to 86.

16.5. All harvested or purchased live stake material shall be preserved in a cool, moist environment until installation. Stakes must not be allowed to dry out. They must either be packed in moist sawdust or placed angled end down within a bucket/tub of water, wetland or pond edge. If storing in a wetland or pond edge, live stakes must be secured so they do not fall over or float away. Plant material that has been allowed to dry out or is not preserved in a dormant state prior to installation shall be discarded and replaced.

17. INSTALLATION

17.1. The Contractor shall install live stakes according to the Planting Tables (Sheets 76 to 86) and Live Stake Detail (Sheet 87).

17.2. Stakes shall not be installed in frozen ground.

17.3. Contractor is advised that pilot holes are required in most installations. To install the live stakes, use a drill, rebar, or landscaping pin to create a pilot hole. Install the live stake on an angle to the channel bank between 30 and 60 degrees, as shown on the plan details, to assist in the installation. Vertical installation is not acceptable and will be rejected. At least three–fourths of the live stake length shall be buried with at least two leaf buds exposed above the ground. Live stakes that become bent or broken during installation shall be discarded and replaced.

17.4. Remove all nursery plant identification tags and ribbons as per City's instructions.

18. ACCEPTANCE

18.1. Upon written notice from the Contractor, the City shall review the live staking planting work and make a determination if the planting work is substantially complete. Acceptance of the plant installation by the City shall be based on proper site preparation and installation, and satisfactory completion of required watering, if any. Acceptance of the work by the City shall not relieve the Contractor from any obligations of the contract.

19. DAMAGED AREAS

19.1. All areas where the installed live stakes have been disturbed or destroyed by the Contractor's negligent actions or inactions, as solely determined by the City, the live stakes shall be replanted with new materials in accordance with these specifications by the Contractor at his/her own expense. Replanting shall occur at the next available planting window and shall not be delayed until the end of the warranty period.

WARRANTY PERIOD

20. The Contractor shall be held to the warranty percent survival rate for each plant material type according to the Planting Table on Sheets Sheets 76 to 86 and for the seed as specified below.

21. The warranty period for the seeding and planting work shall extend for a minimum of one calendar year and include at least one full continuous growing season consisting of the full months of June through October, inclusive.

22. Following installation and throughout the warranty period, the Contractor shall actively maintain the installed planting work. This work includes removing debris accumulated in the planting area, resetting trees and shrubs to upright positions, reseeding bare soil areas, removing and replacing dead trees and shrubs, watering, and controlling invasive species and weeds during establishment period.

23. The Contractor shall perform maintenance visits to the project site at the following time intervals. Additional maintenance visits may be performed at the Contractor's discretion and expense.

23.1. 30 days following written acceptance of all planting work

23.2. 3 months following the previous maintenance visit.

24. The warranty inspection will be conducted at least 12 months from the date of installation between April 1 and November 15. Landscaper will meet with the City in the field and review the project areas to determine both adequate grass cover and vegetation survival in accordance with this plan. All dead material, regardless of cause, will be subject to the warranty replacement in accordance with the survivability rates on Sheets 76 to 86. All missing material, regardless of cause (including but not limited to beavers, deer, flooding), shall be considered dead. Any material that is missing 50% or more of its original living branches present during installation (stunted branches, frost damage, leaf loss, etc.) shall be considered dead and will be subject to replacement.

25. The determination of planted material survivability shall occur within a portion of each planting area shown on this plan, agreed upon between the City and the Landscaper. The determined areas shall comprise no less than 30% of the individual planting areas. the determination of adequate grass cover shall apply to the entire project area,

REVISIONS

MARK	DATE	DESCRIPTION

CITY OF DUBLIN

CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
PLAN
FOR
DUBLIN WATERWAYS
MAINTENANCE PROGRAM 2025
PLANTING NOTES

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
JUNE 2025

SCALE
NONE

JOB NO.
2022-0903

SHEET
89/97

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EMH&T

APPENDIX D: Land Disturbance and Stabilization Activities Log

DUBLIN WATERWAYS MAINTENANCE PROGRAM YEAR 2
LAND DISTURBANCE AND STABILIZATION ACTIVITIES LOG

Project Area Description	Land Disturbance Start Date	Land Disturbance Completion Date	Application of Temporary Stabilization Controls Date	Application of Permanent Stabilization Controls Date

EMH&T

APPENDIX E: Ohio EPA & USACE Surface Water Impact Permits

DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO ATTENTION OF

January 5, 2024

Regulatory Division
North Branch
LRH-2023-878-SCR-Unnamed Tributary to Scioto River

NATIONWIDE PERMIT 13 VERIFICATION

Paul A. Hammersmith
City of Dublin Engineering
5500 New Albany Road
Columbus, Ohio 43054

Dear Paul Hammersmith:

I refer to the pre-construction notification (PCN) received in this office on November 11, 2023, concerning the Site #3 Bank Stabilization Project. You have requested a Department of the Army (DA) authorization for the discharge of dredged and/or fill material into waters of the United States associated with the bank stabilization. The project site is located north of Tonti Drive and east of Red Bay Court, in Franklin County, Ohio (40.123906 latitude, -83.10764 longitude). The project site is located along one (1) unnamed tributary, a direct tributary to the Scioto River, a traditional navigable water of the United States. We have assigned the following file number to your PCN: LRH-2023-878-SCR-Unnamed Tributary to Scioto River. Please reference this file number on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR 328 and 33 CFR 329. Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

The proposed project, as described in the submitted information, has been reviewed in accordance with Section 404 and Section 10. Based on your description of the proposed work, and other information available to us, it has been determined that this project will not involve activities subject to the requirements of Section 10. However, this project will include the discharge of dredged and/or fill material into waters of the United States subject to the requirements of Section 404.

In the submitted PCN materials received in this office on November 11, 2023, you have requested a DA authorization for the permanent discharge of 12.9 cubic yards of dredged and/or fill material into 66 linear feet (0.01 acre) of one (1) unnamed intermittent tributary to the Scioto River associated with the bank stabilization. The project will be conducted in accordance with the drawings titled *Plan and Profile for Site #3, Stream 1 for the City of Dublin Streambank*

Mitigation Project (Sheets 1 and 2) and submitted with the PCN materials received in this office on November 11, 2023.

Based on the provided information, it has been determined the proposed discharge of dredged and/or fill material into waters of the United States in conjunction with the Site #3 Bank Stabilization Project meets the criteria for Nationwide Permit (NWP) No. 13, Bank Stabilization (enclosed), under the December 27, 2021 Federal Register (FR), Reissuance and Modification of NWPs (86 FR 73522), provided you comply with all terms and conditions of the enclosed material, the enclosed special conditions, and the 401 Water Quality Certification issued by the Ohio Environmental Protection Agency (Ohio EPA) on October 13, 2021. Please be aware this NWP verification does not obviate the requirement to obtain any other federal, state, or local assent required by law for the activities.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. The 2022 NWPs published December 27, 2021 in the Federal Register (86 FR 73522), are scheduled to be modified, reissued, or revoked on March 14, 2026. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 14, 2026, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

A copy of the NWP and this verification letter must be kept at the site during construction. Upon completion of the activities authorized by this NWP verification, the enclosed certification must be signed and returned to this office. If you have any questions concerning the above, please contact Luke Sadecky of the North Branch at 304-399-6968, by mail at the above address, or by email at luke.k.sadecky@usace.army.mil.

Sincerely,

Kyle M. Moore
Regulatory Project Manager
North Branch

Enclosures

SPECIAL CONDITIONS FOR THE NATIONWIDE PERMIT NO. 13 VERIFICATION
SITE #3 BANK STABILIZATION PROJECT
LRH-2023-878-SCR-UNNAMED TRIBUTARY TO SCIOTO RIVER

1. All work will be conducted in accordance with the submitted pre-construction notification (PCN) for the Site #3 Bank Stabilization Project received in this office on November 11, 2023.

2. Enclosed is a copy of Nationwide Permit 13, which will be kept at the site during construction. A copy of the nationwide permit verification, special conditions, and the submitted construction plans must be kept at the site during construction. The permittee will supply a copy of these documents to their project engineer responsible for construction activities.

3. Construction activities will be performed during low flow conditions to the greatest extent practicable. Additionally, appropriate site specific best management practices for sediment and erosion control will be fully implemented during construction activities at the site.

4. Upon completion of the activity authorized by this Nationwide Permit verification, the enclosed certification must be signed and returned to this office along with as-built drawings showing the location and configuration, as well as all pertinent dimensions and elevations of the activity authorized under this Nationwide Permit verification.

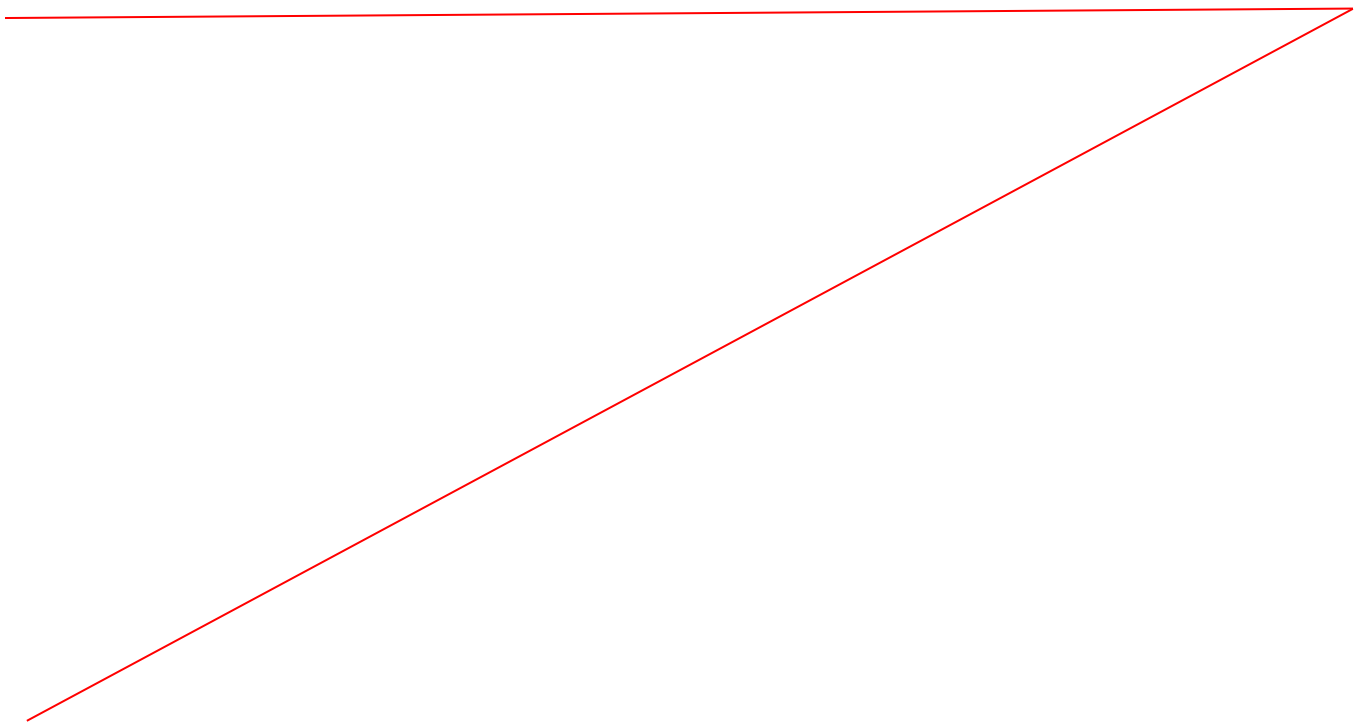
5. No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.

6. Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the permittee will submit written information concerning proposed modification(s) to this office for review and evaluation, as soon as practicable.

7. In the event any previously unknown historic or archaeological sites or human remains are uncovered while accomplishing the activity authorized by this nationwide permit authorization, the permittee must cease all work in waters of the United States immediately and contact local, state and county law enforcement offices (only contact law enforcement on findings of human remains), the Corps at 304-399-5210 and Ohio State Historic Preservation Office at 614-298-2000. The Corps will initiate the Federal, state, and tribal coordination required to comply with the National Historic Preservation Act and applicable state and local laws and regulations. Federally recognized tribes are afforded a government-to-government status as sovereign nations and consultation is required under Executive Order 13175 and 36 CFR Part 800.

8. Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the project that may affect federally listed species or critical habitat in a manner not previously considered, the proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed or critical habitat designated that might be affected by the subject project.

9. The project site lies within the range of the Indiana bat (*Myotis sodalis*), a federally-listed endangered species, the northern long-eared bat (*Myotis septentrionalis*), a federally-listed threatened species, and the tricolored bat (*Perimyotis subflavus*), a proposed federally-listed endangered species. Several factors have contributed to the three species decline, including habitat loss, fragmentation of habitat and the disease White Nose Syndrome. During winter, the three bat species hibernate in caves and abandoned mines. Suitable summer habitat for the Indiana bats and the northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥3 inches diameter at breast height (dbh) that have any exfoliating bark, cracks, crevices, hollows and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. The permittee will preserve wooded/forested habitats exhibiting any of the characteristics listed above wherever possible. Should suitable habitat be present that cannot be saved during construction activities, any trees ≥3 inches dbh will only be cut between October 1 - March 31.



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO ATTENTION OF

December 21, 2023

Regulatory Division
North Branch
LRH-2023-00874-SCR-South Fork Indian Run

NATIONWIDE PERMIT NO. 13 VERIFICATION

Paul Hammersmith
City of Dublin Engineering
6555 Shier Rings Road
Dublin, Ohio

Dear Paul Hammersmith:

I refer to the pre-construction notification (PCN) received in this office on November 9, 2023, concerning the *City of Dublin Bank Stabilization – Site 18 Project*. You have requested a Department of the Army (DA) authorization for the discharge of dredged and/or fill material into waters of the United States associated with a bank stabilization project located along a portion of South Fork Indian Run at the city of Dublin's Cosgray Park located just west of Cosgray Road in the City of Dublin, Franklin County, Ohio (40.095059 latitude, -83.190849 longitude). Construction activities will occur within South Fork Indian Run, an indirect tributary of the Scioto River, a traditional navigable water of the United States. We have assigned the following file number to your PCN: LRH-2023-00874-SCR-South Fork Indian Run. Please reference this file number on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR Part 328 and 33 CFR Part 329. Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

The proposed project, as described in the submitted information, has been reviewed in accordance with Section 404 and Section 10. Based on your description of the proposed work, and other information available to us, it has been determined that this project will not involve activities subject to the requirements of Section 10. However, this project will include the discharge of dredged and/or fill material into waters of the United States subject to the requirements of Section 404.

In the submitted PCN materials, you have requested a DA authorization for the permanent discharge of 23.5 cubic yards of dredged and/or fill material along 117 linear feet (0.005 acre) of South Fork Indian Run and the temporary discharge of 20 cubic yards of dredged and/or fill material

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into 30 linear feet (0.001 acre) of South Fork Indian Run, in conjunction with the *City of Dublin Bank Stabilization – Site 18 Project.* The proposed project will involve stabilizing a portion of South Fork Indian Run. All work will be conducted in accordance with the PCN received in this office on November 9, 2023.

South Fork Indian Run is characterized as Warmwater Habitat (WWH) by the Ohio Environmental Protection Agency (Ohio EPA) under the Ohio Administrative Code, Chapter 3745-1 Water Quality Standards. Per NWP Regional General Condition 4 In-Water Work Exclusion Dates, in-water work may not occur in Storms Creek during the restricted period of March 15 – June 30 unless prior written approval is received from the Ohio Department of Natural Resources (ODNR)-Division of Wildlife (DOW). Enclosed is a list of information that must be provided to the ODNR-DOW when requesting an in-water work exclusion approval. Upon receipt of the approval from the ODNR-DOW, a copy must be provided to this office to document compliance with Regional General Condition 4.

Based on your description of the proposed work, and other information available to us, it has been determined the proposed discharges of dredged and/or fill material into waters of the United States in conjunction with the proposed project meets the criteria for Nationwide Permit (NWP) No. 13 (enclosed) under the December 27, 2021 Federal Register, Reissuance and Issuance of NWPs (86 FR 73522) provided you comply with all terms and conditions of the enclosed material and the enclosed special conditions. Please be aware this NWP verification does not obviate the requirement to obtain any other federal, state, or local assent required by law for the activities.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 14, 2026.. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 14, 2026, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

A copy of the NWP and this verification letter must be kept at the site during construction. Upon completion of the activities authorized by this NWP verification, the enclosed certification must be signed and returned to this office If you have any questions concerning the above, please contact Rachel King of the North Branch at 304-399-6902, by mail at the above address, or by email at Rachel.A.King@usace.army.mil.

Sincerely,

Andrew J. Wendt
Regulatory Project Manager
North Branch

Enclosure(s)

NATIONWIDE PERMIT NO. 13 VERIFICATION SPECIAL CONDITIONS FOR THE CITY OF DUBLIN BANK STABILIZATION – SITE 18 PROJECT LRH-2023-00874-SCR-SOUTH FORK INDIAN RUN 1 OF 2

1. All work will be conducted in accordance with the submitted pre-construction notification information for the City of Dublin Bank Stabilization - Site 18 Project received in this office on November 9, 2023.

2. Enclosed is a copy of Nationwide Permit 13, which will be kept at the site during construction. A copy of the nationwide permit verification, special conditions, and the submitted construction plans must be kept at the site during construction. The permittee will supply a copy of these documents to their project engineer responsible for construction activities.

3. Upon completion of the activity authorized by this nationwide permit verification, the enclosed certification must be signed and returned to this office along with as-built drawings showing the location and configuration, as well as all pertinent dimensions and elevations of the activity authorized under this nationwide permit verification.

4. After construction, the temporary fill material will be removed in its entirety and the affected areas returned to pre-construction elevations and revegetated, as appropriate.

5. Construction activities will be performed during low flow conditions. Additionally, appropriate site specific best management practices for sediment and erosion control will be fully implemented during construction activities at the site.

6. No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.

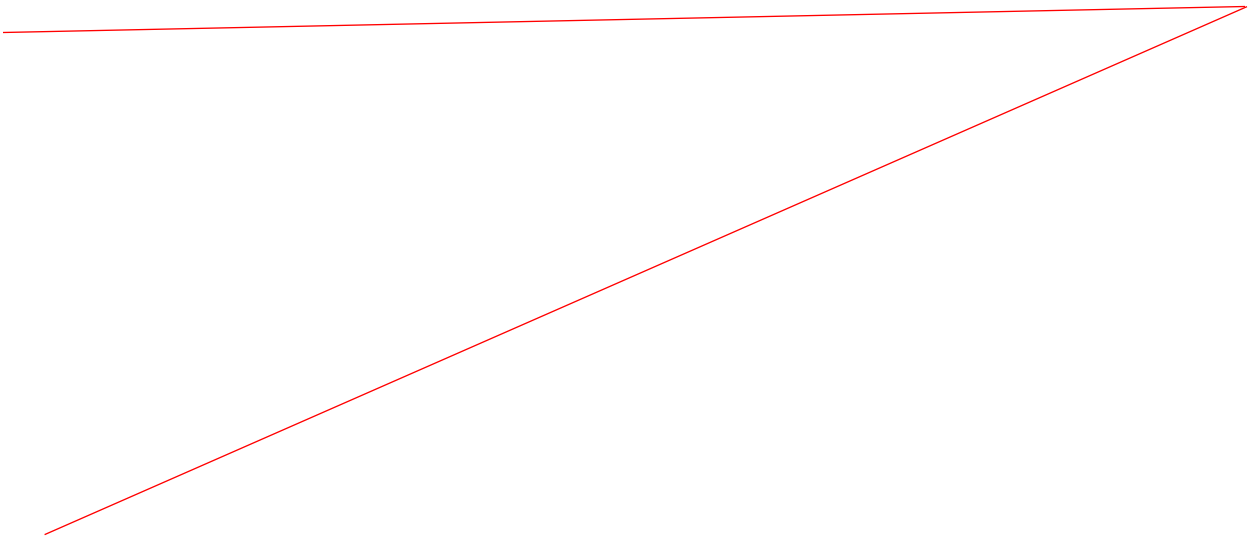
7. Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the permittee will submit written information concerning proposed modification(s) to this office for review and evaluation, as soon as practicable.

8. In the event any previously unknown historic or archaeological sites or human remains are uncovered while accomplishing the activity authorized by this nationwide permit verification, the permittee must cease all work in waters of the United States immediately and contact local, state and county law enforcement offices (only contact law enforcement on findings of human remains), the Corps at 304-399-5610 and the Ohio State Historic Preservation Office at 614-298-2000. The Corps will initiate the Federal, state and tribal coordination required to comply with the National Historic Preservation Act and applicable state and local laws and regulations. Federally recognized tribes are afforded a government-to-government status as sovereign nations and consultation is required under Executive Order 13175 and 36 CFR Part 800.

NATIONWIDE PERMIT NO. 13 VERIFICATION SPECIAL CONDITIONS FOR THE CITY OF DUBLIN BANK STABILIZATION – SITE 18 PROJECT LRH-2023-00874-SCR-SOUTH FORK INDIAN RUN 2 OF 2

9. Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the project that may affect federally listed species or critical habitat in a manner not previously considered, the proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed or critical habitat designated that might be affected by the subject project.

10. The project site lies within the range of the Indiana bat (*Myotis sodalis*), a federally-listed endangered species, the northern long-eared bat (*Myotis septentrionalis*), a federally-listed threatened species, and the tricolored bat (*Perimyotis subflavus*), a proposed federally-listed endangered species. Several factors have contributed to the three (3) species decline, including habitat loss, fragmentation of habitat and the disease White Nose Syndrome. During winter, the three (3) bat species hibernate in caves and abandoned mines. Suitable summer habitat for the Indiana bats and the northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥3 inches diameter at breast height (dbh) that have any exfoliating bark, cracks, crevices, hollows and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. The permittee will preserve wooded/forested habitats exhibiting any of the characteristics listed above wherever possible. Should suitable habitat be present that cannot be saved during construction activities, any trees ≥3 inches dbh will only be cut between October 1 - March 31.



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO ATTENTION OF

January 2, 2024

Regulatory Division
North Branch
LRH-2023-877-SCR-South Fork Indian Run

NATIONWIDE PERMIT NO. 13 VERIFICATION

Paul Hammersmith
City of Dublin Engineering
6555 Sheir-Rings Road
Dublin, Ohio 43016

Dear Paul Hammersmith:

I refer to the pre-construction notification (PCN) received in this office on November 9, 2023, concerning the Site 22 South Fork Indian Run Bank Stabilization Project. You have requested a Department of the Army (DA) authorization for the discharge of dredged and/or fill material into waters of the United States in conjunction with bank stabilization measures. The proposed project us located along South Fork Indian Run, east of Avery-Muirfield Drive in the City of Dublin, Franklin County, Ohio. Waters on-site drain to South Fork Indian Run, an indirect tributary to the Scioto River, a traditionally navigable water. We have assigned the following file number to your PCN: LRH-2023-877-SCR-South Fork Indian Run. Please reference these file numbers on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR 328 and 33 CFR 329. Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

The proposed project, as described in the submitted information, has been reviewed in accordance with Section 404 and Section 10. Based on your description of the proposed work, it has been determined that this project would involve the discharge of dredged and/or fill material into waters of the United States and is subject to the requirements of Section 404.

In the submitted PCN materials, you have requested a DA authorization to discharge dredged and/or fill material along 100 linear feet (0.026 acre) of one (1) perennial stream (South Fork Indian Run) for bank stabilization measures. As part of the project, the left streambank would also be would also be regraded to an approximate 3:1 slope to match the existing ground slope in the project area. To maintain flow during construction and create a temporary work area along the stream channel if needed, you have requested to place 20 cubic yards of non-erodible material along 30 linear feet (0.008 acre) of the stream for temporary check dams. All temporary

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fill material must be removed in their entirety after work has been completed. All work will be conducted in accordance with the PCN dated November 9, 2023.

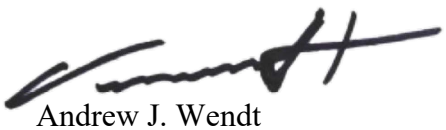
Based on your description of the proposed work, and other information available to us, it has been determined the proposed discharge of dredged and/or fill material into waters of the United States in conjunction with the proposed project meets the criteria for Nationwide Permit (NWP) No. 13 (enclosed) under the December 27, 2021 Federal Register, Issuance and Reissuance of NWPs (86 FR 73522) provided you comply with all terms and conditions of the enclosed material, the enclosed special conditions, and the 401 Water Quality Certification issued by the Ohio Environmental Protection Agency on October 13, 2021. Please be aware this NWP verification does not obviate the requirement to obtain any other federal, state, or local assent required by law for the activities. This letter does not grant any property rights or exclusive privileges or authorize any injury to the property or rights of others.

Per NWP Regional General Condition 4 Ohio Department of Natural Resources (ODNR) In-Water Work Exclusion Dates, in-stream work may not occur in perennial streams during the restricted period of March 15 – June 30 unless prior written approval is received from the ODNR. Enclosed is a list of information that must be provided to the ODNR when requesting an in-water work exclusion approval. Upon receipt of approval from the ODNR, a copy must be provided to this office to document compliance with Regional General Condition 4.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 16, 2026. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 14, 2026, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

A copy of the NWP and this verification letter must be kept at the site during construction. Upon completion of the activities authorized by this NWP verification, the enclosed certification must be signed and returned to this office. If you have any questions concerning the above, please contact Katie Samples of the North Branch at 304-399-6933, by mail at the above address, or by email at katie.e.samples@usace.army.mil.

Sincerely,



Andrew J. Wendt
Regulatory Project Manager
North Branch

Enclosures
cc (by email):
Pat Hoyng (EMH&T)

SPECIAL CONDITIONS FOR NATIONWIDE PERMIT 13 VERIFICATION
SITE 22 SOUTH FORK INDIAN RUN BANK STABILIZATION PROJECT
LRH-2023-877-SCRE-SOUTH FORK INDIAN RUN
PAGE 1 OF 2

1. All work will be conducted in accordance with the submitted pre-construction notification for the Site 22 South Fork Indian Run Bank Stabilization Project dated November 9, 2023.

2. Enclosed is a copy of Nationwide Permit 13, which will be kept at the site during construction. A copy of the nationwide permit verification, special conditions, and the submitted construction plans must be kept at the site during construction. The permittee will supply a copy of these documents to their project engineer responsible for construction activities.

3. Work activities will be performed during low flow conditions to the greatest extent practicable. Additionally, appropriate site specific best management practices for sediment and erosion control will be fully implemented during construction activities at the site.

4. No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.

5. Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the permittee will submit written information concerning proposed modification(s) to this office for review and evaluation, as soon as practicable.

6. In the event any previously unknown historic or archaeological sites or human remains are uncovered while accomplishing the activity authorized by this nationwide permit authorization, the permittee must cease all work in waters of the United States immediately and contact local, state and county law enforcement offices (only contact law enforcement on findings of human remains), the Corps at 304-399-5210 and Ohio State Historic Preservation Office at 614-298-2000. The Corps will initiate the Federal, state and tribal coordination required to comply with the National Historic Preservation Act and applicable state and local laws and regulations. Federally recognized tribes are afforded a government-to-government status as sovereign nations and consultation is required under Executive Order 13175 and 36 CFR Part 800.

7. The project site lies within the range of the Indiana bat (*Myotis sodalis*), a federally-listed endangered species, the northern long-eared bat (*Myotis septentrionalis*), a federally-listed endangered species, and the tricolored bat (*Perimyotis subflavus*), a proposed federally-listed endangered species. Several factors have contributed to the three (3) species decline, including habitat loss, fragmentation of habitat and the disease White Nose Syndrome. During winter, the three (3) bat species hibernate in caves and abandoned mines. Suitable summer habitat for the Indiana bats and the northern long-eared bats consists of a wide variety of forested/wooded

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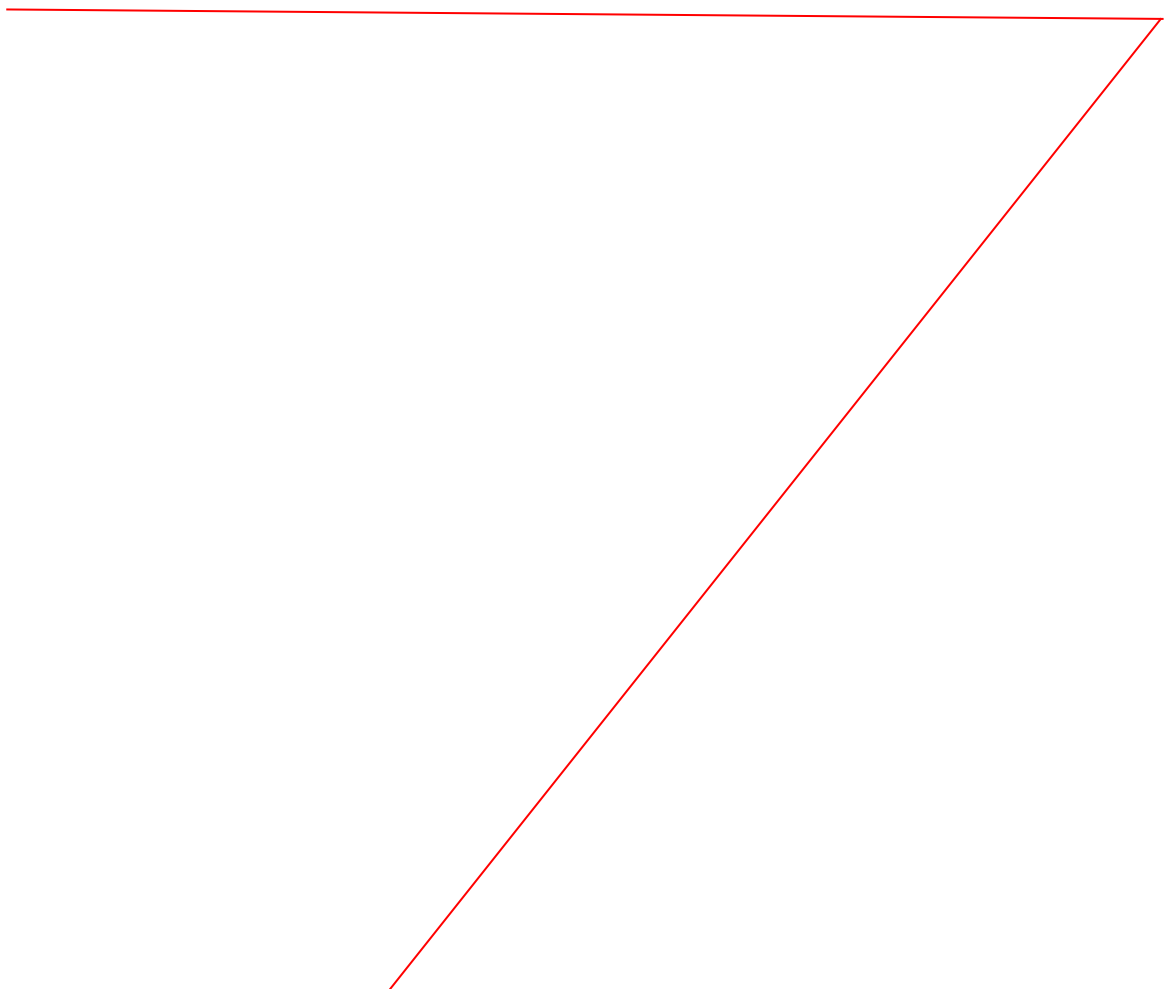
SPECIAL CONDITIONS FOR NATIONWIDE PERMIT 13 VERIFICATION
SITE 22 SOUTH FORK INDIAN RUN BANK STABILIZATION PROJECT
LRH-2023-877-SCRE-SOUTH FORK INDIAN RUN
PAGE 2 OF 2

habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥3 inches diameter at breast height (dbh) that have any exfoliating bark, cracks, crevices, hollows and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. The permittee will preserve wooded/forested habitats exhibiting any of the characteristics listed above wherever possible. Should suitable habitat be present that cannot be saved during construction activities, any trees ≥3 inches dbh will only be cut between October 1 - March 31.

8. Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the project that may affect federally listed species or critical habitat in a manner not previously considered, the proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed or critical habitat designated that might be affected by the subject project.



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO ATTENTION OF

November 16, 2023

Regulatory Division
North Branch
LRH-2023-872-SCR-Unnamed tributary Scioto River

NATIONWIDE PERMIT NO. 13 VERIFICATIONS

Paul Hammersmith
City of Dublin Engineering
6555 Sheir-Rings Road
Dublin, Ohio 43016

Dear Paul Hammersmith:

I refer to the pre-construction notification (PCN) received in this office on November 13, 2023, concerning the Site # 24 Bank Stabilization Project. You have requested a Department of the Army (DA) authorization for the discharge of dredged and/or fill material into waters of the United States in conjunction with bank stabilization activities. The proposed project is located between Tonti Drive and Hard Road in the City of Dublin, Franklin County, Ohio (40.12254 latitude, -83.1099 longitude). Waters on-site drain to an unnamed tributary to the Scioto River, a direct tributary to the Scioto River, a traditionally navigable water. We have assigned the following file number to your PCN: LRH-2023-872-SCR. Please reference these file numbers on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR Part 328 and 33 CFR Part 329. Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

The proposed project, as described in the submitted information, has been reviewed in accordance with Section 404 and Section 10. Based on your description of the proposed work, and other information available to us, it has been determined that this project will not involve activities subject to the requirements of Section 10. However, this project will include the discharge of dredged and/or fill material into waters of the United States subject to the requirements of Section 404.

In the submitted PCN materials received in this office on November 10, 2023, you have requested a DA authorization to discharge permanent dredged and/or fill material into 20 linear feet (0.002 acre) of one (1) intermittent stream (Stream 1) and discharge temporary dredged and/or fill material into 30 linear feet (0.003 acre) of one (1) intermittent stream (Stream 1) in conjunction with bank stabilization activities. All work will be conducted in accordance with the PCN dated November 10, 2023.

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Based on your description of the proposed work, and other information available to us, it has been determined the proposed discharges of dredged and/or fill material into waters of the United States in conjunction with the proposed project meets the criteria for Nationwide Permit (NWP) No. 13 (enclosed) under the December 27, 2021 Federal Register, Reissuance and Modification of NWPs (86 FR 73522) provided you comply with all terms and conditions of the enclosed material, the enclosed special conditions, and the 401 Water Quality Certification issued by the Ohio Environmental Protection Agency on October 13, 2021. Please be aware this NWP verification does not obviate the requirement to obtain any other federal, state, or local assent required by law for the activities. This letter does not grant any property rights or exclusive privileges or authorize any injury to the property or rights of others.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 14, 2026. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 14, 2026, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

A copy of the NWP and this verification letter must be kept at the site during construction. Upon completion of the activities authorized by this NWP verification, the enclosed certification must be signed and returned to this office. If you have any questions concerning the above, please contact Zack Abbott of the North Branch at 304-399-5336, by mail at the above address, or by email at Jonathan.z.abbott@usace.army.mil.

Sincerely,

Kayla Osborne

Kayla Osborne
Regulatory Project Manager
North Branch

Enclosures
cc (by email):

Pat Hoyng (EMH&T)

DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO ATTENTION OF

January 9, 2024

Regulatory Division
North Branch
LRH-2023-875-SCR-Unnamed Tributary (UT) to Scioto River

NATIONWIDE PERMIT NO. 13 & 58 VERIFICATIONS

Paul Hammersmith
City of Dublin Engineering
6555 Shier Rings Road
Dublin, Ohio 43016

Dear Paul Hammersmith:

I refer to the pre-construction notification (PCN) received in this office on November 10, 2023, concerning Sites 25 & 27 Bank Stabilization Project. You have requested a Department of the Army (DA) authorization for the discharge of dredged and/or fill material into waters of the United States associated with the construction of Sites 25 & 27 Bank Stabilization Project. The proposed project site is located south of Boylston Court, in the City of Dublin, Franklin County, Ohio at approximately 40.127916 latitude, -83.102539 longitude. On-site waters, an unnamed tributary, is a direct tributary to the Scioto River, a traditional navigable water of the United States. We have assigned the following file number to your PCN: LRH-2023-875-SCR-Unnamed Tributary (UT) to Scioto River. Please reference this file number on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR Part 328, and 33 CFR Part 329Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

The proposed project, as described in the submitted information, has been reviewed in accordance with Section 404 and Section 10. Based on your description of the proposed work, and other information available to us, it has been determined that this project will not involve activities subject to the requirements of Section 10. However, this project will include the discharge of dredged and/or fill material into waters of the United States subject to the requirements of Section 404.

In the submitted PCN materials received in this office on November 10, 2023, you have requested a DA authorization to discharge of dredged and/or fill material into approximately 225 linear feet (0.02 acre) of two (2) streams (Stream 1 and Stream 3), as described in the enclosed Table 1. The proposed project will extend an existing storm sewer by installing a 24-inch diameter concrete pipe and granular backfill within Stream 1. Additionally, boulder sized rock

channel protection will be placed within Stream 3 to stabilize the area downstream of an existing stormwater outfall. Finally, the discharge of fill and/or dredged material will be placed into 60 linear feet (0.005 acre) of Stream 1 and Stream 3 to provide temporary access to facilitate the proposed project. The project will be completed as proposed in the PCN materials dated November 10, 2023.

Based on the provided information, it has been determined the proposed discharges of dredged and/or fill material into waters of the United States in conjunction with the construction of the Sites 25 & 27 Bank Stabilization Project meets the criteria for Nationwide Permits (NWP) No. 13, (enclosed), under December 27, 2021 Federal Register, Notice of Reissuance and Modification of NWPs (86 FR 73522), and meets the criteria for Nationwide Permits (NWP) No. 58, (enclosed) under January 13, 2021 Federal Register, Reissuance and Modification of NWPs (86 FR 2744) provided you comply with all terms and conditions of the enclosed material, the enclosed special conditions. Please be aware this NWP verification does not obviate the requirement to obtain any other federal, state, or local assent required by law for the activities.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 14, 2026. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 14, 2026, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

A copy of the NWP and this verification letter must be kept at the site during construction. Upon completion of the activities authorized by this NWP verification, the enclosed certification must be signed and returned to this office. If you have any questions concerning the above, please contact Kyle Moore of the North Branch at 606-202-0861, by mail at the above address, or by email at kyle.m.moore@usace.army.mil.

Sincerely,

Andrew J. Wendt
Regulatory Project Manager
North Branch

Enclosures

Table 1. Authorized discharges of dredged and/or fill material within waters of the United States associated with the Site 25 & 27 Bank Stabilization Project, LRH-2023-875-SCR-UT to Scioto River.

Aquatic Resource	Latitude & Longitude (°N)	(°W)	Flow Regime or Cowardin Class	Length (lf) and/or Acres (ac) of Fill	Pertinent Information
Stream 1	40.12803	-83.10413	Intermittent	167 linear feet (0.013 acre)	NWP 58 – 24-inch Diameter Concrete Pipe, and Rock Channel Protection
Stream 1	40.12803	-83.10413	Intermittent	30 linear feet (0.003 acre)	NWP 58 – Temporary Access
Stream 3	40.127649	-83.10420	Intermittent	58 linear feet (0.007 acre)	NWP 13 – Boulder sized Rock Channel Protection
Stream 3	40.127649	-83.10420	Intermittent	30 linear feet (0.002 acre)	NWP 13 - Temporary Access

**SPECIAL CONDITIONS FOR THE
NATIONWIDE PERMIT NO. 13 & 58 VERIFICATIONS
SITES 25 & 27 BANK STABILIZATION PROJECT
LRH-2023-875-SCR-UT TO SCIOTO RIVER**

PAGE 1 OF 2

1. All work will be conducted in accordance with the plans and drawings submitted as part of the pre-construction notification (PCN) for the Sites 25 & 27 Bank Stabilization Project received in this office on November 10, 2023.

2. Enclosed is a copy of Nationwide Permits No. 13 & 58, which will be kept at the site during construction. A copy of the nationwide permit verifications, special conditions, and the submitted construction plans must be kept at the site during construction. The permittee will supply a copy of these documents to their project engineer responsible for construction activities.

3. Construction activities will be performed during low flow conditions to the greatest extent practicable. Additionally, appropriate site-specific best management practices for sediment and erosion control will be fully implemented during construction activities at the site.

4. Upon completion of the activity authorized by this Nationwide Permit verification, the enclosed certification must be signed and returned to this office along with as-built drawings showing the location and configuration, as well as all pertinent dimensions and elevations of the activity authorized under this Nationwide Permit verification.

5. No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.

6. Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the permittee will submit written information concerning proposed modification(s) to this office for review and evaluation, as soon as practicable.

7. In In the event any previously unknown historic or archaeological sites or human remains are uncovered while accomplishing the activity authorized by this nationwide permit authorization, the permittee must cease all work in waters of the United States immediately and contact local, state and county law enforcement offices (only contact law enforcement on findings of human remains), the Corps at 304-399-5210 and Ohio State Historic Preservation Office at 614-298-2000. The Corps will initiate the Federal, state and tribal coordination required to comply with the National Historic Preservation Act and applicable state and local laws and regulations. Federally recognized tribes are afforded a government-to-government status as sovereign nations and consultation is required under Executive Order 13175 and 36 CFR Part 800.

SPECIAL CONDITIONS FOR THE
NATIONWIDE PERMIT NO. 13 & 58 VERIFICATIONS
SITES 25 & 27 BANK STABILIZATION PROJECT
LRH-2023-875-SCR-UT TO SCIOTO RIVER

PAGE 2 OF 2

8. Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the project that may affect federally listed species or critical habitat in a manner not previously considered, the proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed or critical habitat designated that might be affected by the subject project.

9. The project site lies within the range of the Indiana bat (*Myotis sodalis*), a federally-listed endangered species, the northern long-eared bat (*Myotis septentrionalis*), a federally-listed threatened species, and the tricolored bat (*Perimyotis subflavus*), a proposed federally-listed endangered species. Several factors have contributed to the three (3) species decline, including habitat loss, fragmentation of habitat and the disease White Nose Syndrome. During winter, the three (3) bat species hibernate in caves and abandoned mines. Suitable summer habitat for Indiana bats and northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields, and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥ three (3) inches diameter at breast height (dbh) that have any exfoliating bark, cracks, crevices, hollows and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. The permittee shall preserve wooded/forested habitats exhibiting any of the characteristics listed above wherever possible. Should suitable habitat be present that cannot be saved during construction activities, any trees ≥ three (3) inches dbh shall only be cut between October 1 – March 31.

DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO ATTENTION OF

September 24, 2024

Regulatory Division
North Branch
LRH-2023-960-SCR

NATIONWIDE PERMIT 13 VERIFICATION

Paul Hammersmith
City of Dublin
6555 Shier Rings Road
Dublin, Ohio 43016

Dear Paul Hammersmith:

I refer to your Nationwide Permit (NWP) 13 verification dated January 5, 2024 concerning the NWP 13 - City of Dublin Site 28 Project. You were previously authorized under NWP 13 to discharge permanent dredged and/or fill material into 130 linear feet of one (1) intermittent unnamed tributary to the Scioto River (Stream 2) and the temporary discharge of dredged and/or fill material into approximately 30 linear feet of two (2) streams (Stream 1 and Stream 2) in association with the proposed channel stabilization measures at Site #28 and a proposed outfall spillway from a City of Dublin stormwater basin. The project site is located at 40.128240 latitude, -83.105043 longitude within the Hayden Run-Scioto River watershed, 12-digit Hydrologic Unit Code ([HUC] 050600011204). We have assigned the following file number to your PCN: LRH-2023-960-SCR. Please reference this file number on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR 328, and 33 CFR 329. Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

According to the information provided on August 23, 2024, you have requested a modification to the NWP 13 verification dated January 5, 2024. Based on the information provided, a modification is needed for the linear footage of stream being permanently impacted by the project. The updated permanent impacts to Stream 1 are 80 linear feet (0.004 ac) and 140 linear feet (0.01 ac) to Stream 2. The temporary impacts to Stream 1 and Stream 2 will remain 30 linear feet. No other aspects of the project have been modified or deviate from the original proposal. The project would be completed as proposed in the original pre-construction notification (PCN) materials received in this office on November 10, 2023 with additional information received on August 23, 2024.

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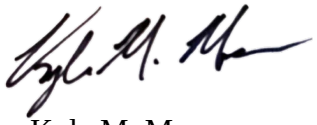
It has been determined the proposed discharge of dredged and/or fill material into waters of the United States in conjunction with the NWP 13 - City of Dublin Site 28 Project meets the criteria for NWP No. 13 under the December 27, 2021 Federal Register (FR), Reissuance and Issuance of NWPs (86 FR 73522) provided you comply with all terms and conditions of the enclosed material and the enclosed special conditions. Please be aware this NWP verification does not obviate the requirement to obtain any state or local assent required by law for the activities.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 18, 2022. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 18, 2022, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

A copy of the NWP and this verification letter must be kept at the site during construction. Upon completion of the activities authorized by this NWP verification, the enclosed certification must be signed and returned to this office. If you have any questions concerning the above, please contact Lenza Paul of the North Branch at (304) 399-5271 or by email at lenza.e.paul@usace.army.mil.

Sincerely,



Kyle M. Moore
Regulatory Project Manager
North Branch

Enclosures

SPECIAL CONDITIONS FOR THE NATIONWIDE PERMIT 13 VERIFICATION
SITE 28 CITY OF DUBLIN BANK STABILIZATION PROJECT
LRH-2023-00960-SCR

1. All work will be conducted in accordance with the plans and drawings submitted as part of the pre-construction notification (PCN) for the NWP 13 - Site 28 City of Dublin Project received in this office on November 10, 2023 and with additional information received on 23 August 2024.

2. Enclosed is a copy of Nationwide Permit 13, which will be kept at the site during construction. A copy of the nationwide permit verification, special conditions, and the submitted construction plans must be kept at the site during construction. The permittee will supply a copy of these documents to their project engineer responsible for construction activities.

3. Construction activities will be performed during low flow conditions to the greatest extent practicable. Additionally, appropriate site specific best management practices for sediment and erosion control will be fully implemented during construction activities at the site.

4. No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.

5. Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the permittee will submit written information concerning proposed modification(s) to this office for review and evaluation, as soon as practicable.

6. In the event any previously unknown historic or archaeological sites or human remains are uncovered while accomplishing the activity authorized by this nationwide permit authorization, the permittee must cease all work in waters of the United States immediately and contact local, state and county law enforcement offices (only contact law enforcement on findings of human remains), the Corps at 304-399-5210 and Ohio State Historic Preservation Office at 614-298-2000. The Corps will initiate the Federal, state, and tribal coordination required to comply with the National Historic Preservation Act and applicable state and local laws and regulations. Federally recognized tribes are afforded a government-to-government status as sovereign nations and consultation is required under Executive Order 13175 and 36 CFR Part 800.

7. Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the project that may affect federally listed species or critical habitat in a manner not previously considered, the proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed or critical habitat designated that might be affected by the subject project.

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SPECIAL CONDITIONS FOR THE NATIONWIDE PERMIT 13 VERIFICATION
SITE 28 CITY OF DUBLIN BANK STABILIZATION PROJECT
LRH-2023-00960-SCR
PAGE 2 OF 2

8. The project site lies within the range of the Indiana bat (*Myotis sodalis*), a federally-listed endangered species, the northern long-eared bat (*Myotis septentrionalis*), a federally-listed threatened species, and the tricolored bat (*Perimyotis subflavus*), a proposed federally-listed endangered species. Several factors have contributed to the three (3) species decline, including habitat loss, fragmentation of habitat and the disease White Nose Syndrome. During winter, the three (3) bat species hibernate in caves and abandoned mines. Suitable summer habitat for the Indiana bats and the northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥3 inches diameter at breast height (dbh) that have any exfoliating bark, cracks, crevices, hollows and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. The permittee will preserve wooded/forested habitats exhibiting any of the characteristics listed above wherever possible. Should suitable habitat be present that cannot be saved during construction activities, any trees ≥3 inches dbh will only be cut between October 1 - March 31.

DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO ATTENTION OF

February 8, 2024

Regulatory Division
North Branch
LRH-2024-34-SCR

PROVISIONAL NATIONWIDE PERMIT NO. 13 VERIFICATION

Paul Hammersmith
City of Dublin Engineering
6555 Shier Rings Road
Dublin, Ohio 43054

Dear Paul Hammersmith:

I refer to the pre-construction notification (PCN) received in this office on January 8, 2024, concerning the Site # 44 Bank Stabilization Project. You have requested a Department of the Army (DA) authorization for the discharge of dredged and/or fill material into waters of the United States in conjunction with bank stabilization activities. The proposed project is located between Lombard Way and Balmoral Drive in the City of Dublin, Franklin County, Ohio (40.132722 latitude, -83.162173 longitude). Waters on-site drain to North Fork Indian Run, a direct tributary to the Scioto River, a traditionally navigable water. We have assigned the following file number to your PCN: LRH-2024-34-SCR. Please reference this file number on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR Part 328 and 33 CFR Part 329. Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

The proposed project, as described in the submitted information, has been reviewed in accordance with Section 404 and Section 10. Based on your description of the proposed work, and other information available to us, it has been determined that this project will not involve activities subject to the requirements of Section 10. However, this project will include the discharge of dredged and/or fill material into waters of the United States subject to the requirements of Section 404.

In the submitted PCN materials received in this office on January 8, 2024, you have requested a DA authorization to discharge permanent dredged and/or fill material into 886 linear feet (0.056 acre) of one (1) perennial stream (Stream 1) and discharge temporary dredged and/or fill material into 102 linear feet of Stream 1 in conjunction with bank stabilization activities. All work will be conducted in accordance with the PCN dated January 8, 2024.

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Based on your description of the proposed work, and other information available to us, it has been determined the proposed discharges of dredged and/or fill material into waters of the United States in conjunction with the proposed project meets the criteria for Nationwide Permit (NWP) No. 13 (enclosed) under the December 27, 2021 Federal Register, Reissuance and Modification of NWPs (86 FR 73522) provided you comply with all terms and conditions of the enclosed material and the enclosed special conditions. Please be aware this NWP verification does not obviate the requirement to obtain any other federal, state, or local assent required by law for the activities. This letter does not grant any property rights or exclusive privileges or authorize any injury to the property or rights of others.

A Director's Authorization must be obtained from the Ohio Environmental Protection Agency (EPA) to validate this NWP verification. No work in waters of the United States in association with this project may commence until you receive the required Director's Authorization from the Ohio EPA. The Ohio EPA may be contacted at:

Ohio EPA, Division of Surface Water
Lazarus Government Center
50 West Town Street, Suite 700
Columbus, Ohio 43215

Once you have successfully completed the Director's Authorization process, you must forward a copy of the project specific Director's Authorization to this office. If the project remains unchanged it is not necessary to contact this office for re-verification of your project, you may commence work. If your project is modified during the Ohio EPA's Director's Authorization process, you must contact this office to determine if the modified project is still authorized by the enclosed NWP or if a new PCN must be submitted to this office.

Once you have obtained the Ohio EPA's Director Authorization, this verification will be valid until the expiration date of the NWPs upon receipt of a Director's Authorization, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 14, 2026. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 14, 2026, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

If a determination is made by the Ohio EPA that an individual Section 401 Clean Water Act Water Quality Certification (Section 401 WQC) is required, you must submit your request for a Section 401 WQC to the Ohio EPA in accordance with the "Clean Water Act Section 401 Certification Rule" (40 CFR Part 121-2023 Rule), which became effective nationwide on November 27, 2023. Before submitting a request for an individual Section 401 WQC, you must request a pre-filing meeting with the Ohio EPA at least 30 days prior to submitting your Section 401 WQC request. The Ohio EPA will determine if the meeting will be held, but submittal of the request for a meeting is required.

All requests for certification must be in writing, signed, and dated and include: (1) a copy of the federal license or permit application submitted to the federal agency (for individual licenses or permits) or a copy of a draft license or permit (for the issuance of general licenses or permits); and (2) any readily available water quality-related materials that informed the development of the application or the draft federal license or permit. The Ohio EPA may define other contents necessary for a request for certification. Other such contents must be relevant to the water quality-related impacts from the activity and identified prior to when the request for certification is made. If they choose not to do so, the final rule includes a default list of seven (7) elements that must be included in the request, as follows:

1. A description of the proposed activity, including the purpose of the proposed activity and the type(s) of discharge(s) that may result from the proposed activity;

2. The specific location of any discharge(s) that may result from the proposed activity;

3. A map or diagram of the proposed activity site, including the proposed activity boundaries in relation to local streets, roads, and highways;

4. A description of current activity site conditions, including but not limited to relevant site data, photographs that represent current site conditions, or other relevant documentation;

5. The date(s) on which the proposed activity is planned to begin and end and, if known, the approximate date(s) when any discharge(s) may commence;

6. A list of all other federal, interstate, tribal, state, territorial, or local agency authorizations required for the proposed activity and the current status of each authorization; and

7. Documentation that a pre-filing meeting request was submitted to the certifying authority in accordance with applicable submission procedures unless the pre-filing meeting request requirement was waived.

Upon receipt of a valid request for a Section 401 CWA WQC, the certifying authority will determine the begin date of the reasonable period of time and notify the project proponent and federal agency in accordance with 40 CFR § 121.6. The federal agency and certifying authority will jointly agree in writing to reasonable period of time. If the federal agency and certifying authority do not agree on the reasonable period of time, it defaults to six (6) months. The federal agency and certifying authority may jointly agree in writing to extend the reasonable period of time for any reason. However, the reasonable period of time may not exceed one (1) year.

Please be advised that a valid Section 401 WQC request does not constitute a complete Section 401 WQC application in accordance with Ohio Revised Code 6111.30(A) and Ohio Administrative Code 3745-32-03. The Ohio EPA has updated their Section 401 WQC application in accordance with the Rule and it along with the required eBusiness Center submittal process can be found at: https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/water-quality-certification-and-isolated-wetland-permits

The final rule limits federal agency review to verifying whether:

1. The appropriate certifying authority issued the certification decision;
2. The certifying authority confirmed it complied with its public notice procedures established pursuant to CWA Section 401(a)(1); and
3. The certifying authority acted on the request for certification within the reasonable period of time.

The final rule explicitly limits federal agency review to the three (3) factors above. The final rule defers to the certifying authority to determine how to demonstrate that it met the three (3) listed facial elements. All conditions in the Section 401 CWA WQC shall be incorporated into the Corps' authorization. If the Ohio EPA denies the required Section 401 WQC, the use of the NWP 13 to authorize your proposed activities will be denied without prejudice. If you should then subsequently obtain a Section 401 WQC, you should contact this office to determine how to proceed with your proposed project. If the Ohio EPA has not acted on the Section 401 WQC request within the reasonable period of time established by the Corps, and an extension request has not been granted by the Corps, the Corps will consider the Section 401 WQC requirement to be waived, inform you and the Ohio EPA that the waiver has occurred.

"Neighboring jurisdiction" coordination with the USEPA pursuant to Section 401(a)(2) of the CWA will be initiated within five (5) days within receiving a granted individual Section 401 CWA WQC or a waiver. The USEPA will determine if the discharge from a certified project may affect the water quality in a neighboring jurisdiction. If the USEPA determines that the discharge from a certified project will affect water quality in a neighboring jurisdiction, the USEPA will notify the neighboring jurisdiction certifying authority, federal agency, and project proponent; coordinate input from federal agency, and project proponent; coordinate input from the neighboring jurisdiction; and make recommendations to the federal agency if the neighboring jurisdiction requests a hearing. The Corps will make a final determination on the NWP 13 verification pending the conclusion of the determination of effects on neighboring jurisdictions

Stream 1 is characterized as modified warm-water habitat (MWH) by the Ohio EPA under the Ohio Administrative Code, Chapter 3745-1 Water Quality Standards. Per NWP Regional Condition 4. In-Water Work Exclusion Dates, in-stream work may not occur within Stream 1 during the restricted period of March 15-June 30 unless prior written approval is received from the Ohio Department of Natural Resources (ODNR), Division of Wildlife. Requests for in-water work waivers can be sent to the ODNR, Division of Wildlife at 2045 Morse Road, Columbus, Ohio 43229 and they can be contacted directly at (614) 265-6741. Upon receipt of the approval from the ODNR, a copy must be provided to this office to document compliance with Regional General Condition 4.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 14, 2026. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 14, 2026, you will have

twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

A copy of the NWP and this verification letter must be kept at the site during construction. Upon completion of the activities authorized by this NWP verification, the enclosed certification must be signed and returned to this office. If you have any questions concerning the above, please contact Zack Abbott of the North Branch at 304-399-5336, by mail at the above address, or by email at Jonathan.z.abbott@usace.army.mil.

Sincerely,

Laurie A Moore

Laurie Moore
Regulatory Project Manager
North Branch

Enclosures

SPECIAL CONDITIONS FOR NATIONWIDE PERMIT 13 VERIFICATION
SITE # 44 BANK STABILIZATION PROJECT
LRH-2024-34-SCR
PAGE 1 OF 2

1. All work will be conducted in accordance with the submitted pre-construction notification for the Site # 44 Bank Stabilization Project received by this office on January 8, 2024.

2. Enclosed are copies of Nationwide Permit 13, which will be kept at the site during construction. A copy of the nationwide permit verification, special conditions, and the submitted construction plans must be kept at the site during construction. The permittee will supply a copy of these documents to their project engineer responsible for construction activities.

3. The permittee must obtain a Director's Authorization from the Ohio Environmental Protection Agency for the project. No work in waters of the United States in association with this project may commence until the required Director's Authorization is obtained. All conditions attached to or contained within the Director's Authorization are hereby incorporated by reference as being special conditions of the Corps Nationwide Permit 13 verification.

4. Work activities will be performed during low flow conditions to the greatest extent practicable. Additionally, appropriate site specific best management practices for sediment and erosion control will be fully implemented during construction activities at the site.

5. No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.

6. Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the permittee will submit written information concerning proposed modification(s) to this office for review and evaluation, as soon as practicable.

7. In the event any previously unknown historic or archaeological sites or human remains are uncovered while accomplishing the activity authorized by this nationwide permit authorization, the permittee must cease all work in waters of the United States immediately and contact local, state and county law enforcement offices (only contact law enforcement on findings of human remains), the Corps at 304-399-5210 and Ohio State Historic Preservation Office at 614-298-2000. The Corps will initiate the Federal, state and tribal coordination required to comply with the National Historic Preservation Act and applicable state and local laws and regulations. Federally recognized tribes are afforded a government-to-government status as sovereign nations and consultation is required under Executive Order 13175 and 36 CFR Part 800.

8. The project site lies within the range of the Indiana bat (*Myotis sodalis*), a federally-listed endangered species, the northern long-eared bat (*Myotis septentrionalis*), a federally-listed

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SPECIAL CONDITIONS FOR NATIONWIDE PERMIT 13 VERIFICATION
SITE # 44 BANK STABILIZATION PROJECT
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endangered species, and the tricolored bat (*Perimyotis subflavus*), a proposed federally-listed endangered species. Several factors have contributed to the three (3) species decline, including habitat loss, fragmentation of habitat and the disease White Nose Syndrome. During winter, the three (3) bat species hibernate in caves and abandoned mines. Suitable summer habitat for the Indiana bats and the northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥3 inches diameter at breast height (dbh) that have any exfoliating bark, cracks, crevices, hollows and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. The permittee will preserve wooded/forested habitats exhibiting any of the characteristics listed above wherever possible. Should suitable habitat be present that cannot be saved during construction activities, any trees ≥3 inches dbh will only be cut between October 1 - March 31.

9. Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the project that may affect federally listed species or critical habitat in a manner not previously considered, the proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed or critical habitat designated that might be affected by the subject project.

EMH&T

APPENDIX F: Inspection Reports

EROSION & SEDIMENT CONTROL SITE INSPECTION

DUBLIN WATERWAYS MAINTENANCE PROGRAM YEAR 2

Inspector:	Name:	Company:	Phone:

Site Contact:	Name:	Company:	Phone:

Date:		Time Arrived:	
Site Conditions:			
Construction Activity:			

Construction Entrance/Exit	
• Has a stabilized exit been established?	Yes ☐ No ☐ N/A ☐
• Is the exit blocking existing drainage?	Yes ☐ No ☐ N/A ☐
• Does the exit need top dressed with additional stone?	Yes ☐ No ☐ N/A ☐
• Is mud noted on offsite streets?	Yes ☐ No ☐ N/A ☐
Comments:	

Concrete Washout Area	
• Has designated area been established?	Yes ☐ No ☐ N/A ☐
• Is washwater overflowing?	Yes ☐ No ☐ N/A ☐
Comments:	

Dewatering Activities	
• Is muddy water being pumped into storm sewers/surface waters?	Yes ☐ No ☐ N/A ☐
Comments:	

Check Dams	
• Is runoff flowing around the ends of the check dams?	Yes ☐ No ☐ N/A ☐
• Does accumulated sediment need to be removed?	Yes ☐ No ☐ N/A ☐
Comments:	

EROSION & SEDIMENT CONTROL SITE OBSERVATION

Project: Dublin Waterways Maintenance Program Year 2 **Date:**

Perimeter Controls - Sediment Fence/Straw Wattles	
• Has sediment fence been properly installed – trenched, backfilled, tight?	Yes ☐ No ☐ N/A ☐
• Are gaps present in the fence or runoff flowing under the fence?	Yes ☐ No ☐ N/A ☐
• Does the fence need to be repaired or installed?	Yes ☐ No ☐ N/A ☐
Comments:	

Soil Stabilization	
• Does it appear that disturbed areas have been idle for more than 14 days?	Yes ☐ No ☐ N/A ☐
• Are disturbed areas present within 50' of a stream?	Yes ☐ No ☐ N/A ☐
• Are disturbed areas present that are to remain idle over the winter?	Yes ☐ No ☐ N/A ☐
• Are soil stockpiles present on site?	Yes ☐ No ☐ N/A ☐
• Does it appear that areas are at final grade and need stabilized?	Yes ☐ No ☐ N/A ☐
Comments:	

Additional Comments:

"I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Inspector Signature: _____ Date:_____

EMH&T

APPENDIX G: SWPPP Amendment Log

DUBLIN WATERWAYS MAINTENANCE PROGRAM YEAR 2
SWPPP AMENDMENT LOG

Amendment Number	Description of the Amendment	Amendment Date	Amendment Prepared By (Name & Title)

WATERWAYS MAINTENANCE PROGRAM 2025
PROJECT
24-016-CIP

PROPOSAL NOTES

CONTRACT SPECIFICATIONS

All contract specifications in this section are to be considered a part thereof.

CITY OF COLUMBUS

City of Columbus and Ohio Department of Transportation Construction and Material Specifications, current edition, and any supplements thereto, shall govern all construction items unless otherwise noted.

RESPONSIBLE PARTIES

The term OWNER in this specification shall mean the City of Dublin, Ohio, 5555 Perimeter Drive, Dublin, Ohio, 43017.

The term PROJECT ENGINEER in this specification shall mean Mr. Thomas Fuqua, City of Dublin, 6555 Shier Rings Road, Dublin, Ohio 43016, Ph: 614-410-4734, E-mail: tfuqua@dublin.oh.us.

The term CITY ENGINEER in this specification shall mean Mr. Paul Hammersmith, PE, Director of Engineering/ City Engineer, City of Dublin, 6555 Shier Rings Road, Dublin, Ohio 43016, Ph: 614 410-4617, E-mail: phammersmith@dublin.oh.us.

The term INSPECTOR in this specification shall mean Mr. Doug Fleck, Engineering Project Inspector, City of Dublin, 6555 Shier Rings Road, Dublin, Ohio 43016, Ph: 614-410-4668

NOTICE TO PROCEED

Dublin City Council will give formal approval for Paul Hammersmith, P.E., Director of Engineering/City Engineer to enter into a contract on or after August 25, 2025. The Successful Bidder will be given a Notice To Proceed on or after September 1, 2025 from The City of Dublin. These dates are subject to change.

PRE-CONSTRUCTION MEETING

The General Contractor shall attend a pre-construction meeting on September 15, 2025 @ 10 a.m. at City of Dublin Engineering, 6555 Shier Rings Road, Dublin, OH, 43016. The date and time are subject to change.

PRE-BID MEETING

No pre-bid meeting is required as part of this project.

PROGRESS MEETINGS

The General Contractor and appropriate Sub-Contractors along with OWNER, PROJECT ENGINEER, and INSPECTOR shall attend a weekly progress meeting as established at the Pre-Construction Meeting or as determined by the CITY ENGINEER.

CONSTRUCTION PERIOD

The construction period for this project shall begin on October 1, 2025 and shall end on the completion date May 1, 2026. The construction period includes an allocation for inclement weather. Any request for extension of the construction period due to inclement weather shall be presented to the CITY ENGINEER for consideration as soon as the contractor foresees the need for an extension to the construction period. This request must be supported by documentation showing the days lost due to the inclement weather. All work including all restoration shall be completed by the completion date.

Tree clearing operations shall not occur after March 31, 2026.

SUBMITTALS

A Separate Cover Sheet such as the form bound in these Specifications, including the Item Number, the Specification Section of reference for each submittal, and a brief description of each submittal included, shall be provided by the CONTRACTOR for each separate item submitted. Review of these submittals shall not relieve the CONTRACTOR from responsibility for compliance with the specifications. The CONTRACTOR shall incorporate the submittal review process time and make the necessary scheduling adjustments so that completion of the work within the Contract Time is not affected.

WORKING HOURS

The Contractor is permitted to work between 7:00 a.m. and 7:00 p.m., Monday through Friday. Permission to work on weekends and holidays must be requested in writing and approved by the City Engineer.

COORDINATION

1) Service Interruptions, Outages, and Maintenance of Traffic
   a) Any schedule interruption to public services associated with this contract requires a minimum 10-day notice provided to the City in order to allow for proper consideration of adjacent projects.

b) Unscheduled interruptions shall be communicated immediately to the City of Dublin so appropriate action can be taken. Should an incident occur during off hours, the contractor is responsible to initiate their emergency response plan and notify the City in addition to any emergency services that may be necessary to minimize the interruption.

c) Every effort is made by the project contractors to ensure safe accessible conditions are maintained at all times. A Schedule and Maintenance of Traffic (MOT) shall be provided by the contractor at the Preconstruction meeting outlining the areas impacted by the work being performed by this contract and the anticipated timeframes of the impacts. No Maintenance of Traffic setups can be installed on the project until this plan has been submitted and reviewed by the City of Dublin. All traffic maintenance efforts shall be completed in accordance with Item 614 CMSC Maintenance of Traffic, OMUTCD and other applicable specifications.

The contractor must provide notification to all affected residents of work approximately 7 (seven) calendar days prior to work being performed that will have an effect on residents. The pre-notification must be in writing and it must include: (1) Contractor name and 24 hour phone number; (2) a description of work being performed; (3) instructions to effected residents; (4) specific dates of work and start times.

A second written communication to residents must be made immediately upon completion of work.

Both notifications will be submitted to the City of Dublin for approval at least twenty one (21) calendar days prior to work beginning. Written notification shall be approved by the City of Dublin before providing to the residents.

UTILITIES

Contractor shall review and familiarize their staff with the plans in coordination with this project. Contractor shall coordinate with all utility providers within project limits.

SPECIAL EVENTS

The Contractor shall pay special attention to The Memorial Golf Tournament scheduled for June 1, 2026, thru June 7, 2026 at The Muirfield Village Golf Club. The General Contractor and all sub-contractors will not perform any work from May 25, 2026 (Monday) thru June 7, 2026 (Sunday). Link is provided for reference: http://www.thememorialtournament.com/. The Contractor shall properly secure the constructions site during this event.

MAINTENANCE OF TRAFFIC

The Contractor shall be responsible to provide traffic control throughout the project areas. One lane, two-way traffic shall be maintained at all times unless otherwise approved by the City Engineer, Project Engineer or designee.

At no time shall the work performed by the Contractor affect rush hour traffic on priority routes. Rush hours are generally 7:00 a.m. – 9:00 a.m., 11:00 a.m. – 1:00 p.m. and 4:00 p.m. – 6:00 p.m. Monday through Friday. If it becomes necessary to close any portion of any road during the course of this work, all contractor set-ups, teardowns, and operational activities must be completed

between the hours of 9:00 am and 4:00 pm unless otherwise authorized by the City Engineer, Project Engineer or designee(s).
The cost of traffic control shall be included in the bid proposal.

Nighttime work will be prohibited in the residential sections of this project. All work must conclude by 7:00 pm, Monday - Friday unless agreed upon in advance by the City of Dublin.

CLEAN-UP/RESTORATION OF PROPERTY

The contractor must make considerable efforts to protect private property from damage and destruction during the project. The contractor will be responsible for restoration of property and will be responsible to correct any/all repairs at no charge to the City of Dublin. All repairs must be satisfactorily completed by the end of the project before the final payment is made by the City of Dublin.

The contractor is responsible to document the condition of all work areas prior to and following any work. The documentation shall consist of video and pictures, as well as written comments. A copy of the pre-work documentation must be submitted to the City of Dublin prior to work being performed. A copy of the post work documentation must be submitted to the City of Dublin within two weeks after work is completed.

STAGING AREA

Under no circumstances will equipment or materials be permitted to be staged overnight, within the project area unless prior approval is obtained from the City Engineer or Project Engineer or designee(s).

The Contractor may use staging areas as shown within the construction documents

All areas disturbed shall be fully restored to their original conditions or better to the satisfaction of the City of Dublin. The contractor at his expense shall perform all site restorations.

ACCESSIBILITY FOR OBSERVATION

All work shall be made accessible to the INSPECTOR. If assistance is required for the INSPECTOR to safely access the work, the CONTRACTOR shall furnish labor to assist the INSPECTOR. The cost of this labor shall be included in the Total Base Bid.

PROPOSAL

No extra compensation will be paid to the Contractor by reason of compliance with any of the requirements indicated in the Specifications, but payment shall be deemed to be included among the several items, as bid upon, unless otherwise specifically provided.

WATER SUPPLY

Water for the purpose of this contract must be obtained by the CONTRACTOR through the direct local arrangements with the PROJECT ENGINEER and/or INSPECTOR. The CONTRACTOR shall furnish and supply all necessary temporary piping and valves in connection with such water supply. All connections to the public water supply system shall contain a back-flow prevention device approved by the INSPECTOR.

HYDRANT PERMITS

The Contractor shall be responsible for obtaining hydrant and water permits from the City of Dublin and City of Columbus Department of Power and Water. There will be no cost for the City of Dublin hydrant permit. City of Columbus fees for hydrant permits are the responsibility of the Contractor.

ELECTRICAL SUPPLY

The CONTRACTOR shall pay all fees, obtain necessary permits, and have meters installed for power and lights as may be required for the prosecution of this work. The CONTRACTOR shall furnish and install all necessary temporary service drops, wiring, connections, etc. necessary for temporary service required by the CONTRACTOR. All costs associated with any temporary electric service required by the CONTRACTOR shall be included in the Total Base Bid.

STORAGE OF EQUIPMENT AND MATERIALS

No materials, including pipe, shall be stored within twenty (20) feet of any intersecting street, parking lot or driveway. During non-working hours, storage of equipment shall comply with these same requirements and shall not in any way relieve the Contractor of their legal responsibilities or liabilities for the safety of the public.

CONSTRUCTION NOISE

Any devise shall not be operated at any time in such a manner that the noise created substantially exceeds the noise customarily and necessarily attendant to the reasonable and efficient performance of such equipment.

SANITARY FACILITIES

The CONTRACTOR shall, at the beginning of the work, provide on the premises suitable temporary sanitary toilet, wash-up, decontamination facilities, and changing facilities for the use of workers and shall maintain same in a sanitary condition and remove same when directed by the OWNER. The cost of these sanitary facilities shall be included in the Total Base Bid. The CONTRACTOR is advised that the OWNER is in the business of providing potable water and the CONTRACTOR'S sanitary arrangements shall not endanger the OWNER'S facilities.

GEOTECHNICAL INFORMATION

There is no subsurface exploration report for this project in the bid documents.

OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PREQUALIFICATION

ODOT prequalification is not required for this project.