



**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

ADDENDUM NO. 4

PROJECT NO. 39-18-02

**PART A - MAINLINE PAVEMENT RECONSTRUCTION, MILEPOST 169.74 TO MILEPOST
176.34, SUMMIT AND CUYAHOGA COUNTIES, OHIO**

**PART B - INTERCHANGE 173 REPAIRS AND RECONSTRUCTION, MILEPOST 173,
SUMMIT AND CUYAHOGA COUNTIES, OHIO**

OPENING DATE:

PREVIOUSLY EXTENDED TO 2:00 P.M. (EASTERN TIME), FEBRUARY 6, 2018

ATTENTION OF BIDDERS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH 12:00 PM ON JANUARY 30, 2018

MODIFICATIONS TO THE CONTRACT DOCUMENTS

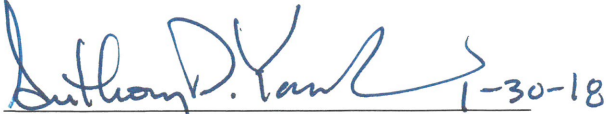
Plan Sheets: 39-18-02A - 24, and 400 of 727

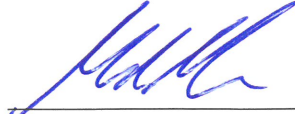
39-18-02B - 80A of 80

-AND-

Special Provisions: SP 112

Issued by the Ohio Turnpike and Infrastructure Commission on January 30, 2018 by Anthony D. Yacobucci, Chief Engineer, and Mark R. Musson, Director of Contracts Administration.


Anthony D. Yacobucci Date 1-30-18


Mark R. Musson Date 1/30/18

ANSWERS TO QUESTIONS RECEIVED THROUGH 12:00 PM ON JANUARY 30, 2018:

Q#67 In response to the answer to prebid question 30 in addendum 2, the east crossover information-only quantity is 5230 CY excavation and raises a couple of questions:

- 1. Plan sheet 43 summarized quantity of total excavation (for all areas) is 450 cy and total embankment (for all areas) is 5600 cy. Is the volume of 5230 cy at the east crossover meant to be embankment or excavation?**
- 2. From looking at the plan sheets for the crossover, it appears that the inside shoulders are to be removed to build this crossover. Are these shoulders to be removed or not in order to generate excavation to help build the crossover?**

A#67 The answer to the two questions are respectively as follows:

- 1. Yes. The approximate volume of earthwork for the temporary crossover at the east end as shown on Plan Sheets 178 and 179 of 727 is 5,230 CY of embankment.*
- 2. Yes. The shoulders are to be reconstructed as a part of the construction of the east end crossover for maintenance of traffic. The shoulders shall be reconstructed using the proposed minimum course thickness of pavement which was added to Plan Sheets 178 and 179 of 727 as part of Addendum No. 2. The Contractor may use any excess excavated materials, excluding asphalt, to build the crossover.*

Q#68 In response to addendum 2 answer to prebid question 41, the contractor is now responsible for replacement of inlet tops with new precast inlet tops. Plans do not show what type or size of inlets these are. Please provide this information for all 6 existing inlets.

A#68 The following are the type and size of Inlets to be reconstructed:

*D-3 I-2A-8, As Per Plan
D-4 I-2A-6, As Per Plan
D-5 I-2A-6, As Per Plan
D-10 I-2A-6, As Per Plan
D-19 I-2A-8, As Per Plan
D-21 I-2A-6, As Per Plan*

All inlets have a width of 3'-6".

This Addendum No. 3 adds Plan Sheet 80A of 80 as a "For Reference And Information Only" sheet to show the As Per Plan dimensions of the inlets.

Q#69 In response to prebid question #66 in addendum 2, there are several questions that arise from this that need to be addressed:

- 1. Will the contractor be responsible for disposing of their own water from the applicable phase or work or is it the contractor's responsibility for disposing of all**

- water (including remainder of the jobsite which hasn't been yet removed and is monitored and treated by existing facilities) from within OTIC ROW and facilities?
2. The maintenance of traffic plans show this material being removed in the 2018 and 2020 seasons. Is the contractor responsible for all applicable SP 112 and City of Brecksville/Cuyahoga County Sanitary Engineer requirements only while slag removal is being performed or will the contractor be responsible for all of this for the life of the project?
 3. Does the OTIC pump station shown on revised plan sheet 431 transport only slag-related leachate or does this also include sanitary lines from other OTIC-owned facilities, such as the toll plaza and service building?
 4. Since the OTIC has been disposing of leachate since the agreement when into effect (referencing dates on Cuyahoga County Sanitary Engineer letter and the City of Brecksville agreement), does the turnpike have a list of vendors and/or consultants who participated in this work that could provide quotations for services?
 5. Can the OTIC provide, for contractor reference only, an average dollar amount per year or total costs spent since this agreement for the disposal of leachate has gone into effect.
 6. Because of all of the above (and that there is no detailed takeoff of how much slag per phase), will OTIC please consider making the disposal of the slag water a bid item with an allowance as there are many factors and costs that have to go in to attempting to estimate costs.
 7. Since OTIC added these items into the second addendum which was released Friday afternoon (1/26/2018), please consider an extension of the bid date to allow the contractor time finding all means of resources to estimate costs, whether in-house or subcontracted services, which will require time for solicitation and receipt of services for quote.

A#69 The answer to the seven questions are respectively as follows:

1. *The Contractor is only responsible for the storm runoff in the construction areas that are directly affected by the slag removal and/or leachate drainage. The Contractor shall not damage the leachate drainage or Pump Station with his operations. If the leachate drainage or Pump Station are damaged by the Contractor's operations, the Contractor will bare 100% of the repair cost and any additional damages.*

Furnished with this Addendum No. 4 for informational purposes only in accordance with IB 2.1.4 are Slag Removal Drawing Sheets 1 through 3 depicting the locations by MOT Phase Year and the current means used for collecting the leachate water. In general, the leachate water is being picked up by either underdrains, trench drains or abutment footer drains. The Slag Removal Drawings show how the underdrains, trench drains or abutment footer drains are piped to the Pump Station along the Connector Ramp and the existing concrete tank along Ramp D. The Contractor is only responsible for the Storm/leachate water during the removal of the slag during that Phase of slag removal. For instance, during the first phase, the WB underdrains are still connected to the pump station and will continue draining to the Pump Station all the way up to their removal during the 2020 Construction Season. Even though there is no slag removal in the Connector Ramp pavement replacement area during the 2018 Construction Season, the Contractor shall maintain the abutment footer drains during the reconstruction of the Connector Ramp. The

abutment footer drains tie into the existing Connector Ramp underdrains which outlet into the existing Manhole and Catch basin located at Sta. 28+85, Connector Ramp. The Commission connected two of the existing underdrains together inside the catch basin and ran a new 6'' plastic pipe to the Pump Station. The Contractor shall reconnect all the underdrains inside the catch basin after removing and replacing the existing underdrains during the Reconstruction of the Connector Ramp in the 2018 Construction Season.

The intent is to remove the slag and mitigate the risk of leachate water runoff. It is up to the Contractor's means and methods to minimize the leachate water leaving the site. Some methods that may work are identified as follows: (1) not exposing more slag during any given workday than the Contractor can excavate during the same workday; (2) start excavating the pavement and slag at the low side of the removal and working up grade; (3) not excavating during a week with forecasted rain; (4) expediting the removal of slag once the pavement is removed; (5) covering the excavation with tarps to eliminate the water/slag contact; and (6) the use of berms and/or sediment ponds to collect the runoff before pumping into the OTIC Pump Station or into a portable storage tank. The Contractor's means and methods to reduce the risk of runoff, is the responsibility of the Contractor. If water is pumped into a portable storage tank, this water may be transported into the Pump Station once the sediment has settled.

- 2. The Contractor shall maintain the all existing leachate drainage which includes the bridge abutment drains. Even though there are limitations to the Contractor's responsibilities, the Contractor is responsible for its Work. The Contractor is obligated to comply with all applicable provisions SP112 including conforming its activities to the requirements of the Agreement incorporated therein. The Agreement dated August 24, 2010 furnished with this Addendum No. 4 is substituted for the Agreement provided with Addendum No. 3 and incorporated in its place by reference at SP112(G)(6)(b). Accordingly, this Addendum No. 4 further amends subsections (b) and (c) of SP112 at subparagraph (G)(6) which are modified in the revised SP 112, which is incorporated by reference into the Contract documents to supersede the amended version incorporated through Addendum No. 3.*
- 3. The Pump Station only pumps slag-related leachate as shown on the attached Slag Removal Drawings. The Pumps are set at a rate of 18 gpm and the capacity of the existing tank is 2,900 gallons. The executed agreement states the max flow rate is 20 gpm. The Contractor shall conform its operations to comply with all the provisions of the Agreement, and defend, indemnify and hold the Commission harmless from any claims, penalties or damages arising from its breach of the Agreement.*
- 4. Yes, attached to this Addendum No. 4 is a document responsive to the request for businesses that have provided leachate pumping, removal and disposal services for the existing concrete tank that is located on the east side of Ramp D, ditch area. During construction, the Commission will continue to bare all cost of removal and disposal of leachate water that is generated by the Ramp D trench drain. Once the removal of concrete shoulder has begun, the Contractor shall expedite the removal of the Slag. The new trench drain shall be connected to the existing concrete tank located along the Ramp D. The location of the tank is shown on the attached Slag Removal Drawing 2 of 3.*

5. *Contractor only needs to collect the water in sediment ponds, tanks, or other containment device, let the solids settle and pump the separated solution into the Pump Station. If there is a buildup of sediment in the Pump Station's tank, the Contractor is responsible for cleaning the Pump Station tank as need or at the conclusion of the Project. The Commission will be responsible for the cost of the City of Brecksville sewer bill.*
6. *No bid item will be provided for this work.*
7. *An extension of time was granted in Addendum No. 3.*

Q#70 Bid item 82 "Topsoil Furnished and Placed": Plan sheet 400 gives quantity of 3304 cy and calls for placing 6" thick. Corresponding quantities for Seeding and Mulching, Class 3A and Erosion Control Mat, Type B equate to 4" worth of topsoil. Please verify if this is to be 4" or if the quantity of the topsoil is understated and please provide assumed widths and number of locations so that this item can be properly costed out (along with the seeding and erosion mat bid items).

A#70 This Addendum No. 4 revises SWPPP Plan Sheet 400 of 727 to clarify that the depth of topsoil is 4".

Q#71 In response to the answer of prebid question #52 in addendum 2: there is one typical section in question that was not addressed. The bottom typical section on sheet 24 of part A still shows the resurfacing of the third lane to be 2" pavement planning and 2" SP404 surface but the calculations show a 3.5" pavement planning and 2" SP402 intermediate course and a 1.5" SP404 surface course. Please review, clarify, and revise as needed.

A#71 This Addendum No. 4 revises Typical Sections Sheet No. 24 of 727 to match the calculations in the Pavement Sub-summary.

Q#72 We are one of the suppliers for the liner pipe on this project. We are getting questions as far as the curve and did not know if the radius was available. I did not see it listed on the plan sheets.

A#72 The location of the existing 72" CMP to be lined with liner pipe was obtained from the as built drawings resulting from the third lane construction Project 77-99-01. The radius was not surveyed and is not known. With this Addendum No. 4, the original Ohio Turnpike Contract C-16 As-Built Plan Sheet 12 of 49 depicts the original construction of this culvert and is included for reference and information only.

MODIFIED CONTRACT DOCUMENTS

With this Addendum No. 4, the Commission substitutes the enclosed material for the following Contract Documents:

Plan Sheets:

Project No. 39-18-02A - 24 and 400 of 727 and
Project No. 39-18-02B – 80A of 80 with additions to the Plan Drawings are called out with a cloud and
deletions are marked with a revision triangle as thus:



Special Provisions: SP 112

**Receipt of Addendum No. 4
Project No. 39-18-02 is hereby acknowledged:**

(Firm Name) _____

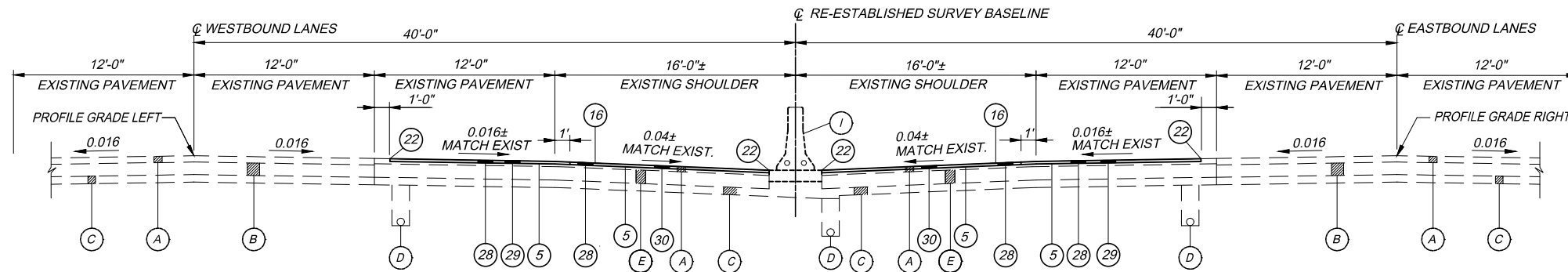
(Signature) _____

(Printed Name) _____

(Date) _____

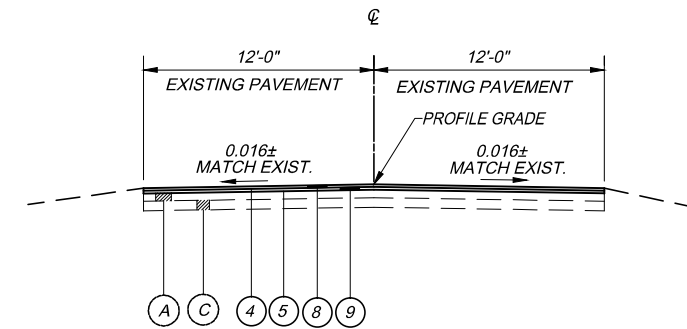
**BIDDERS MUST RETURN THE ABOVE ACKNOWLEDGEMENT
OF RECEIPT OF ADDENDUM NO. 4 WITH THEIR BID.**

160562-TYPICAL-SECTION.dwg; 1/30/18 - 8:25am



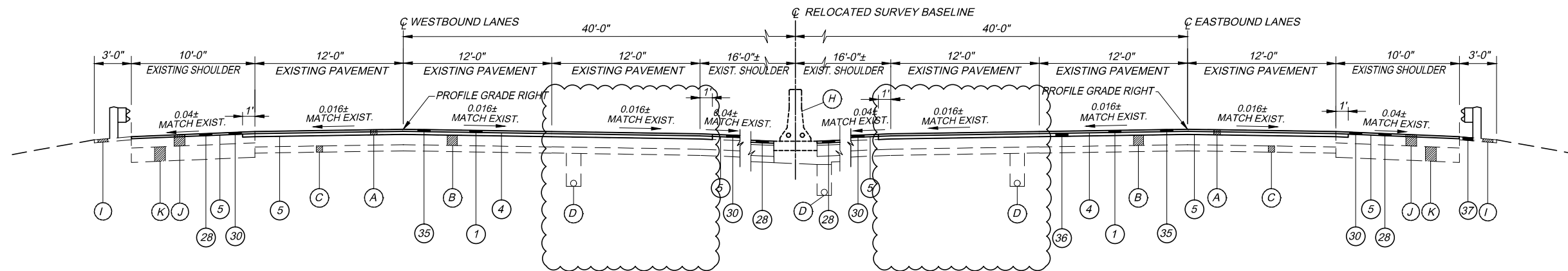
**RESURFACING SECTION
INSIDE LANE AND MEDIAN SHOULDER**

STA. 831+00+/- (MP 169.10) TO 846+18.04 = 1518.04 FT
 STATION EQUATION: STA. 846+18.04 (BACK) = 845+30.17 (AHEAD)
 STA. 845+30.17 TO STA. 863+90.00 = 1,859.83 FT



**RESURFACING SECTION
MAINTENANCE FACILITY ACCESS DRIVE**

M.P. 173.99 LT



RESURFACING SECTION

STA. 288+58.30 (CUYAHOGA RIVER BRIDGE) TO STA. STA. 317+33.93 = 2,875.63 FT
 STA. 317+32.00 TO STA. STA. 319+60.00 = 228.00 FT

FOR EXISTING AND PROPOSED LEGEND SEE SHEET 10.

DESIGN AGENCY T CONSULTANTS	BY DATE	DLF 1/20/18
	REVISIONS	ADDENDUM NO. 2
	CHECKED	JMP
	DESIGNED	JMP
NO.	NO.	NO.
IN CHARGE	WDB	PSL
TYPICAL SECTIONS		
PROJECT 39-18-02A	DATE: 12/22/17	
OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION		
24 727		
OHIO TURNPIKE		

ITEM 832 - INLET PROTECTION

THE FOLLOWING ITEM HAS BEEN INCLUDED FOR CONTINGENCY USE AS DIRECTED BY THE CHIEF ENGINEER TO MINIMIZE SEDIMENT ENTERING ACTIVE STORM DRAIN SYSTEMS

ITEM 832 - INLET PROTECTION 200 LF

ITEM 832 - SLOPE DRAIN

THE FOLLOWING ITEM HAS BEEN INCLUDED FOR CONTINGENCY USE AS DIRECTED BY THE CHIEF ENGINEER TO MINIMIZE SLOPE EROSION.

ITEM 832 - SLOPE DRAIN 200 LF

ITEM 832 - WINTER SEEDING AND MULCHING

THE FOLLOWING ITEM HAS BEEN INCLUDED FOR CONTINGENCY USE AS DIRECTED BY THE CHIEF ENGINEER FOR STABILIZATION OF AREAS WHICH ARE TO BE LEFT DORMANT OVER THE WINTER MONTHS, BUT NOT BROUGHT TO FINAL STABILIZATION.

ITEM 832 - WINTER SEEDING AND MULCHING 25,000 SY

ITEM 832 - PERIMETER FILTER FABRIC FENCE

THE FOLLOWING ITEM HAS BEEN INCLUDED FOR CONTINGENCY USE AS DIRECTED BY THE CHIEF ENGINEER FOR SEDIMENT CONTROL.

ITEM 832 - PERIMETER FILTER FABRIC FENCE 15,000 FT

ITEM 832 - CONSTRUCTION ENTRANCE

THE FOLLOWING ITEM HAS BEEN INCLUDED FOR CONTINGENCY USE AS DIRECTED BY THE CHIEF ENGINEER TO MAINTAIN ACCESS TO THE PROJECT AREA.

ITEM 832 - CONSTRUCTION ENTRANCE 500 CY

ITEM 832 - MISCELLANEOUS SEDIMENT REMOVAL

THE FOLLOWING ITEM HAS BEEN INCLUDED FOR CONTINGENCY USE AS DIRECTED BY THE CHIEF ENGINEER FOR REMOVAL OF SEDIMENT.

ITEM 832 - MISCELLANEOUS SEDIMENT REMOVAL 5,000 CY

ITEM 832 - ROCK CHANNEL PROTECTION, TYPE C OR D, WITH FILTER

THE FOLLOWING ITEM HAS BEEN INCLUDED FOR CONTINGENCY USE AS DIRECTED BY THE CHIEF ENGINEER FOR ROCK CHECK DAMS WITHIN THE PROJECT LIMITS.

ITEM 832 - ROCK CHANNEL PROTECTION, TYPE C OR D, WITH FILTER 250 CY

VEGETATIVE FILTER STRIPS AND BIOFILTERS

THE FOLLOWING CONTINGENCY QUANTITIES HAVE BEEN CARRIED TO THE GENERAL SUMMARY FOR PLACING 4" OF TOPSOIL, CLASS 3A SEEDING, AND EROSION CONTROL MATTING FOR INSTALLING VEGETATIVE FILTER STRIPS IN ACCORDANCE WITH ODOT CMS ITEM 659 WITHIN THE PROJECT AREA. ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS TO INSTALL NEW VEGETATIVE FILTER STRIPS SHALL BE PAID FOR IN ACCORDANCE WITH THE FOLLOWING BID ITEMS:

ITEM 653 - TOPSOIL FURNISHED AND PLACED 3,304 CY
 ITEM 659 - SEEDING AND MULCHING, CLASS 3A 29,766 SY
 ITEM 671- EROSION CONTROL MAT, TYPE B 29,766 SY

SHEET NO.	STATION		SIDE	832		
	FROM	TO		INLET PROTECTION	FILTER FABRIC DITCH CHECK	CONSTRUCTION SEEDING AND MULCHING
				FT	SY	
4 (391)	855+00	880+00	LT		120	3,945
4 (391)	855+00	880+00	RT	16	90	3,945
4 (391)	880+00	905+00	LT	16	30	3,945
4 (391)	880+00	905+00	RT		90	3,945
5 (392)	905+00	930+00	LT		90	3,945
5 (392)	905+00	930+00	RT	16	150	3,945
5 (392)	930+00	955+00	LT		210	3,945
5 (392)	930+00	955+00	RT		150	3,945
6 (393)	955+00	980+00	LT		120	3,945
6 (393)	955+00	980+00	RT		150	3,945
6 (393)	980+00	988+62	LT		30	1,361
6 (393)	980+00	988+62	RT		30	1,361
6 (393)	980+00	988+62	CL	48		
6 (393)	+	17+00	LT	64	90	2,683
6 (393)	+	17+00	RT	32	60	2,683
6 (393)	+	17+00	CL	32		
7 (394)	17+00	42+00	LT		150	3,945
7 (394)	17+00	42+00	RT		120	3,945
7 (394)	17+00	42+00	CL	112		
7 (394)	42+00	67+00	LT	144	180	3,945
7 (394)	42+00	67+00	RT	32	120	3,945
7 (394)	42+00	67+00	CL	48	90	
8 (395)	67+00	92+00	LT		150	3,945
8 (395)	67+00	92+00	RT		150	3,945
8 (395)	67+00	92+00	CL		120	
8 (395)	92+00	117+00	LT		180	3,945
8 (395)	92+00	117+00	RT		150	3,945
8 (395)	92+00	117+00	CL		150	
9 (396)	117+00	142+00	LT		180	3,945
9 (396)	117+00	142+00	RT		150	3,945
9 (396)	117+00	142+00	CL	96		
9 (396)	142+00	167+00	LT	16	120	3,945
9 (396)	142+00	167+00	RT	128	90	3,945
9 (396)	142+00	167+00	CL			
10 (397)	167+00	192+00	LT	16	120	3,945
10 (397)	167+00	192+00	RT		60	3,945
10 (397)	167+00	192+00	CL	80		
10 (397)	192+00	217+00	LT	16		3,945
10 (397)	192+00	217+00	RT			3,945
10 (397)	192+00	217+00	CL	16	90	
11 (398)	217+00	223+72	LT		30	1,061
11 (398)	217+00	223+72	RT		30	1,061
11 (398)	217+00	223+72	CL		30	
11 (398)	229+04	272+00	LT			
11 (398)	229+04	272+00	RT			
11 (398)	229+04	272+00	CL			
11 (398)	242+00	272+00	LT			
11 (398)	242+00	272+00	RT			
11 (398)	242+00	272+00	CL			
TOTALS TO GENERAL SUMMARY				928	3,870	112,780

SWPPP LEGEND

- FILTER FABRIC DITCH CHECK (30')
- INLET PROTECTION (32')
- SOIL TYPE BOUNDARY
- DRAINAGE AREA
- VEGETATED FILTER STRIP

160562-SWPPP-GEN-NOTES.dwg; 1/30/18 - 8:26am

PROJECT 39-18-02A
 DATE: 12/22/17

STORM WATER POLLUTION PREVENTION PLAN
 QUANTITIES AND SUBSUMMARY

DESIGN AGENCY

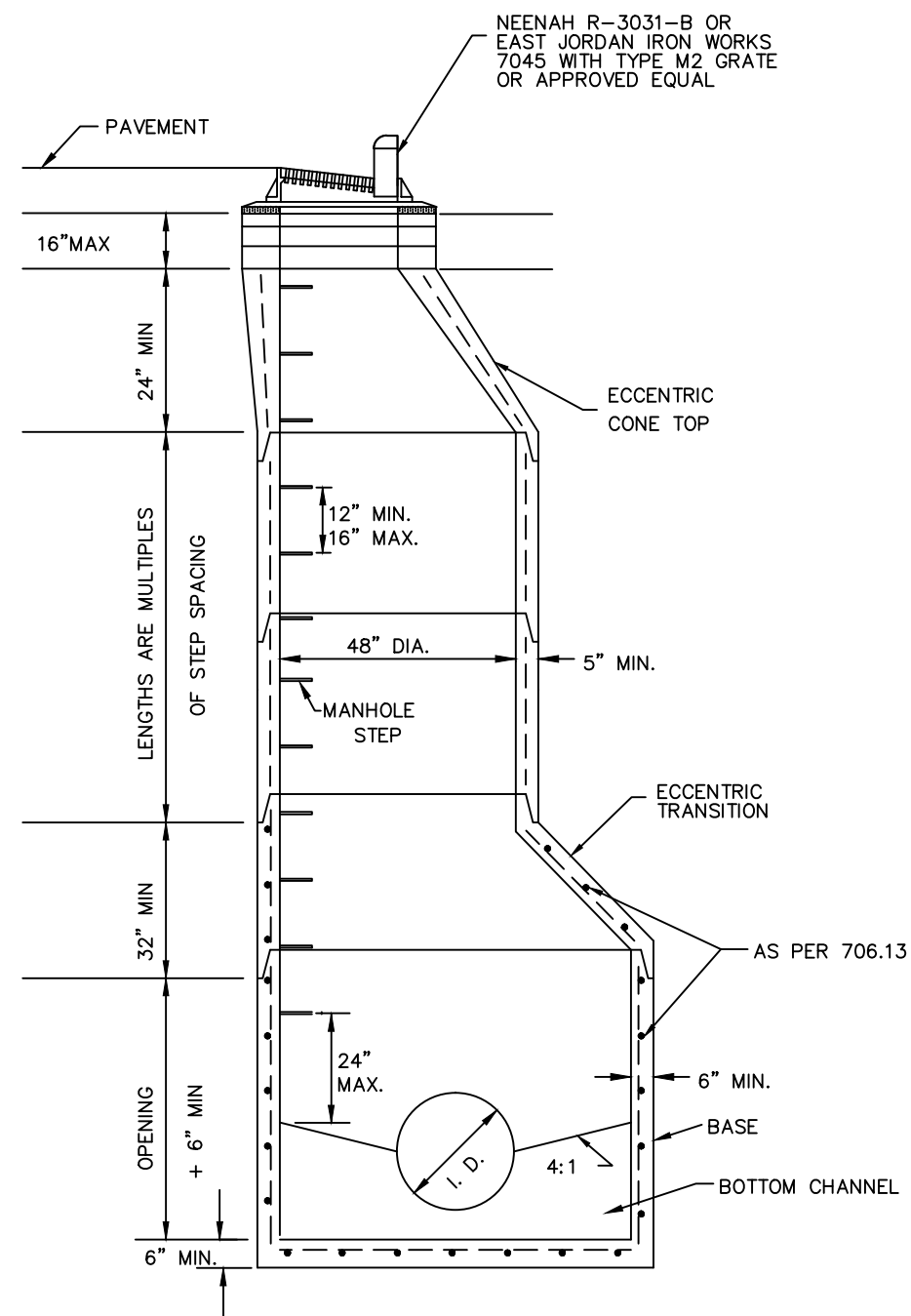
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3 / 12

400
727

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

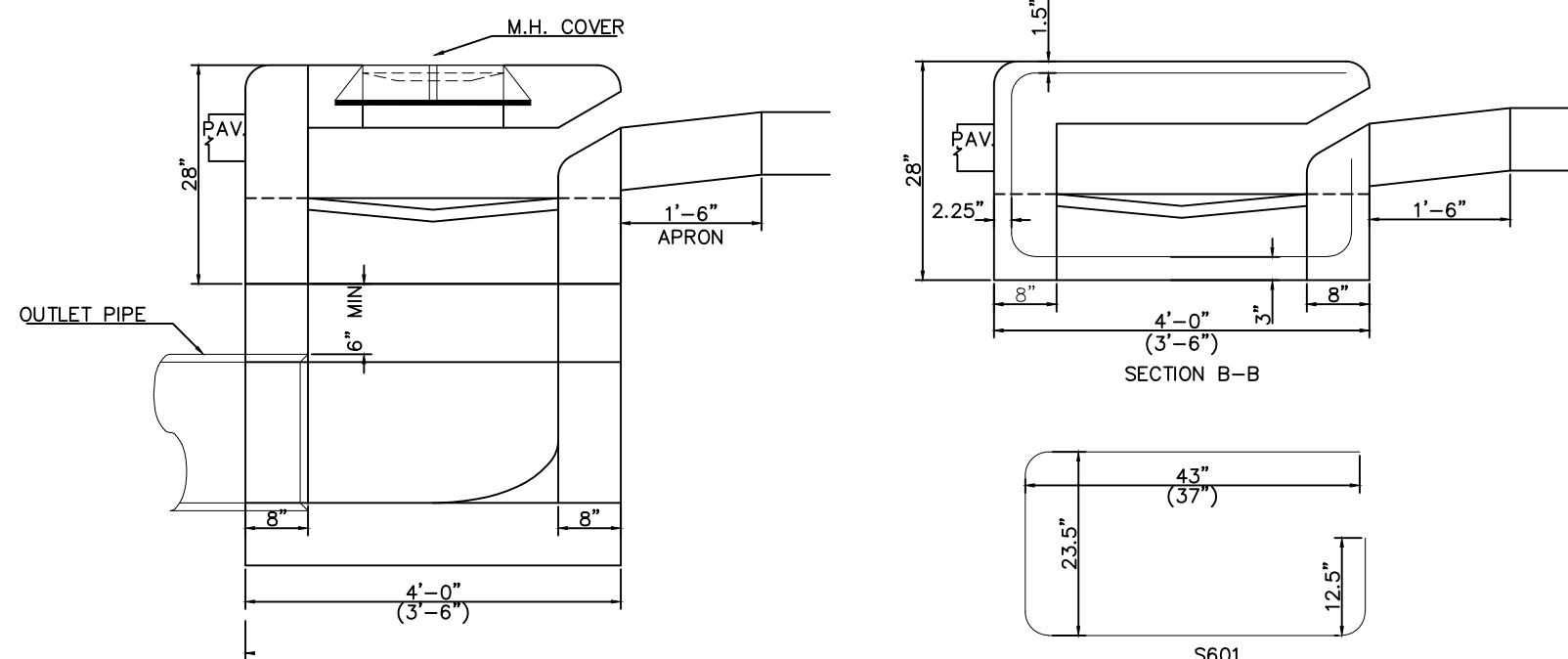
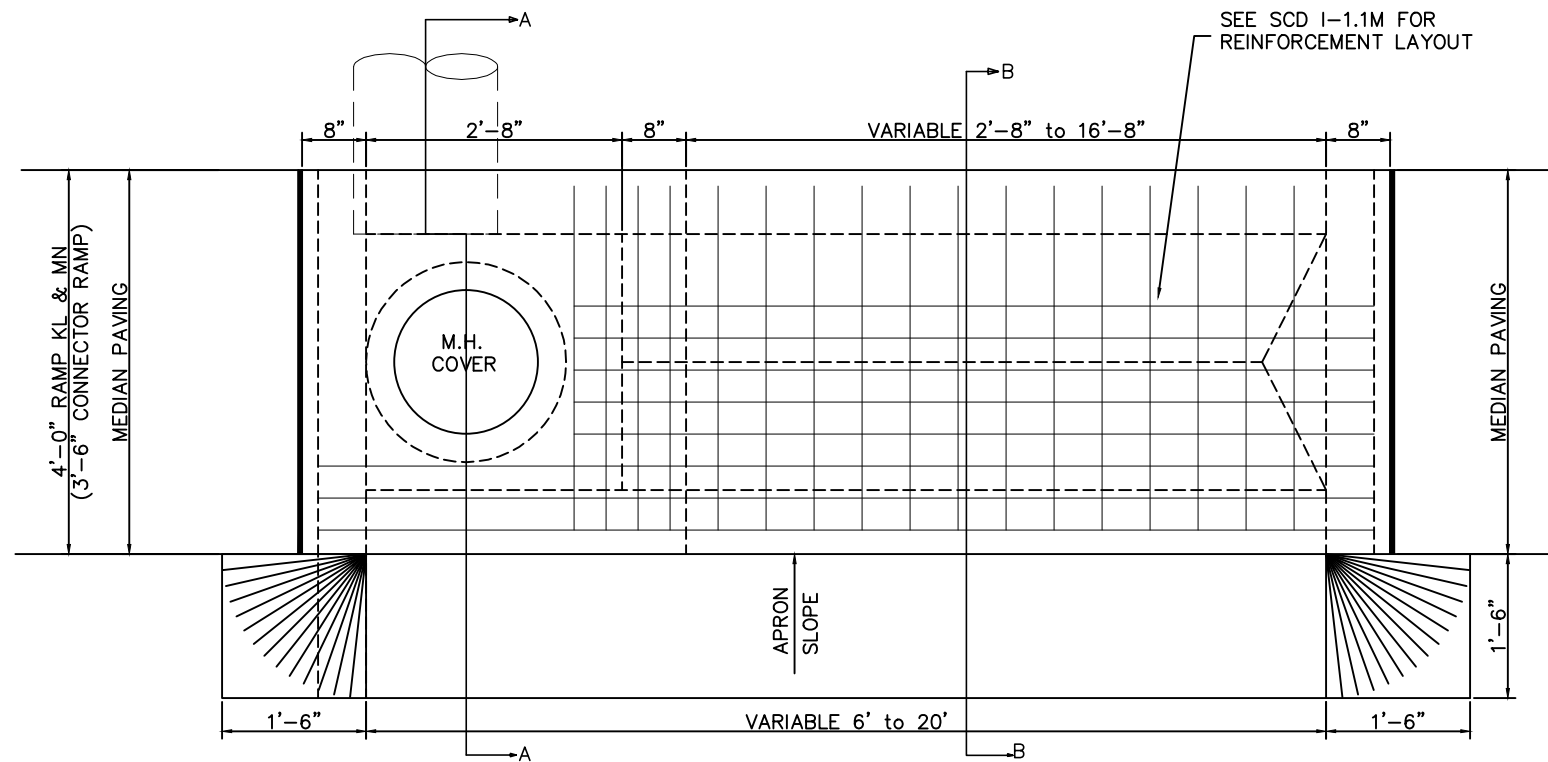
OHIO TURNPIKE



SP604 CATCH BASIN 3 AND 3A, AS PER PLAN

REPLACES SECTION B-B OF STANDARD CONSTRUCTION DRAWINGS CB 2.1M AND CB 2.2M
 FOR BASE DIMENSIONS SEE STANDARD DRAWING MH-1.2M
 FOR ADDITIONAL INFORMATION SEE ODOT STANDARD DRAWINGS

SP604 CATCH BASIN 3 AND 3A, AS PER PLAN, AND I-2A TO I-2A-20, AS PER PLAN SHALL BE CONSTRUCTED USING EPOXY COATED REINFORCING STEEL IN ACCORDANCE WITH SP509. WHERE PRECAST UNITS ARE USED, LOW STRENGTH MORTAR, TYPE 2 WILL BE USED TO BACKFILL, CONFORMING TO SP853A REQUIREMENTS. PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIALS, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THIS ITEM INCLUDING EXCAVATION, BACKFILL, AND BACKFILL WITH LOW STRENGTH MORTAR.



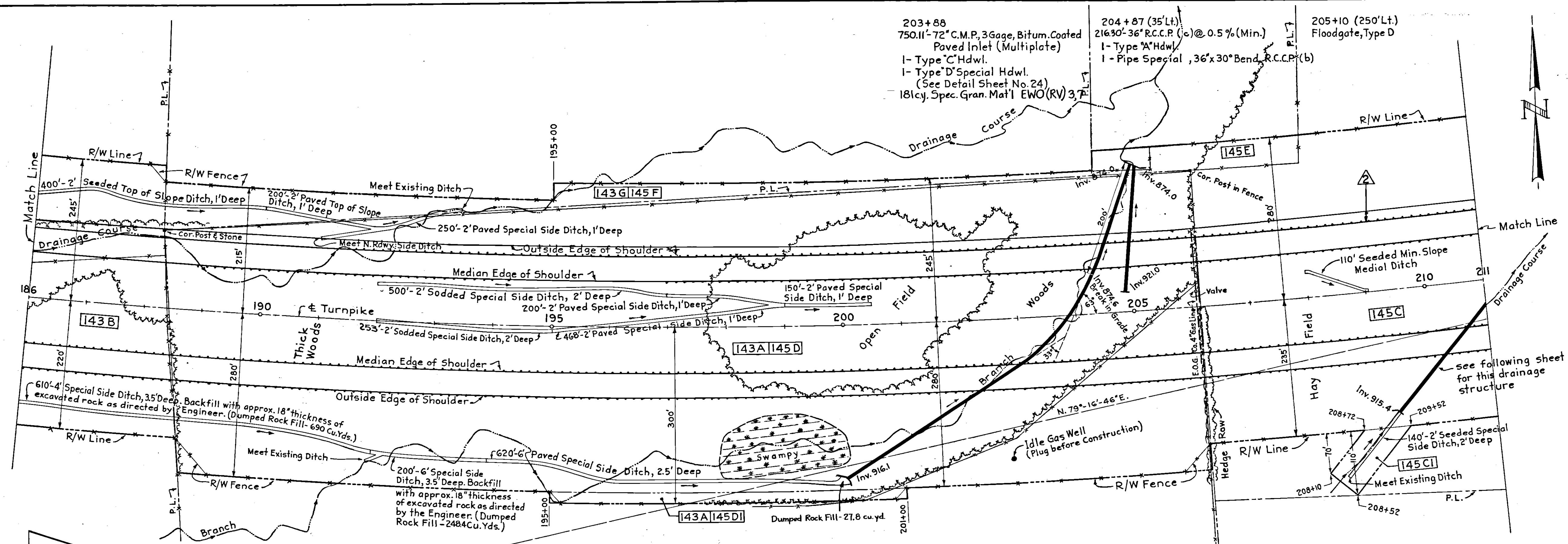
SEE STANDARD CONSTRUCTION DRAWING I-1.1M FOR DIMENSIONS AND OTHER INFORMATION

SP604-I-2A-6 TO I-2A-20, AS PER PLAN

NOT TO SCALE

ADDENDUM NO. 4 KPA 1/30/18
FOR REFERENCE AND INFORMATION ONLY
SHEET 80A/80

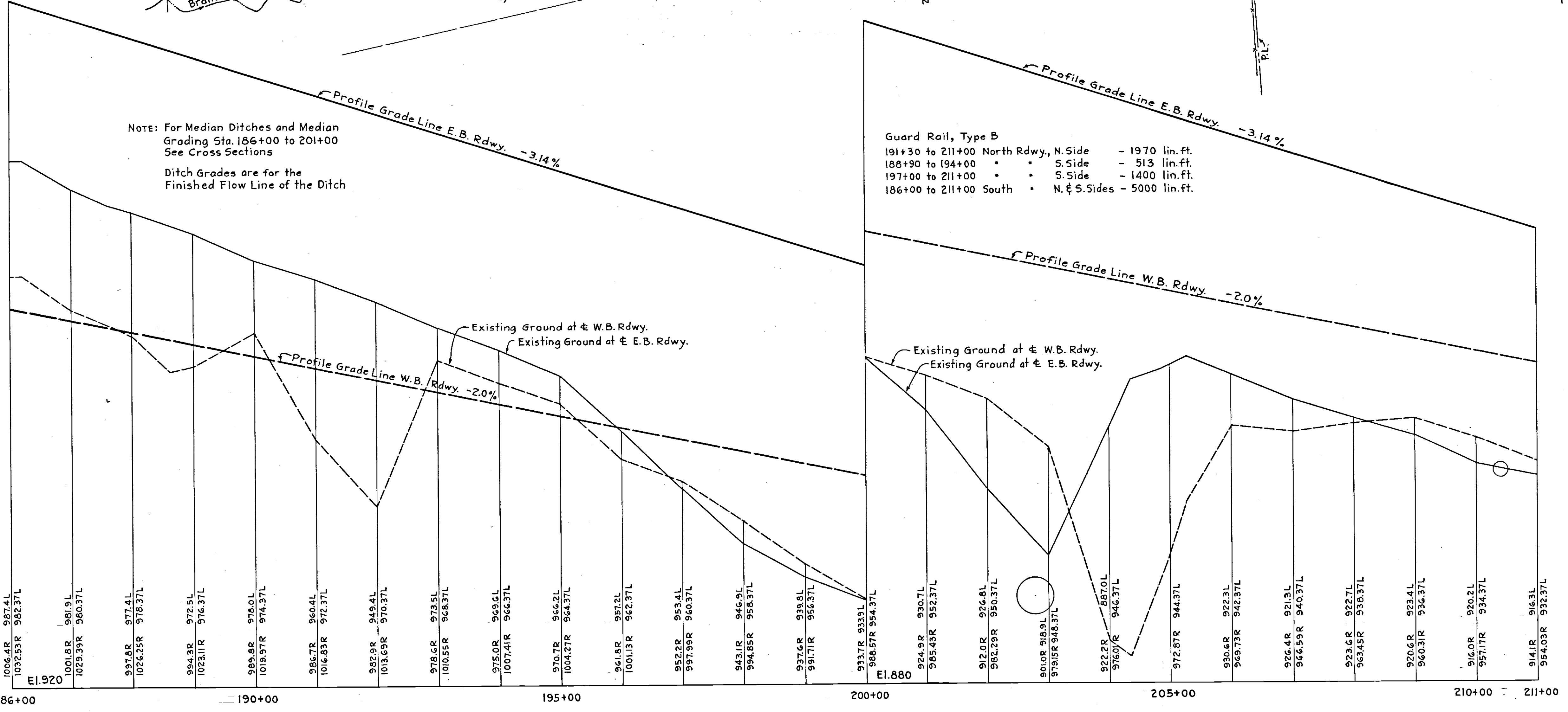
RECORD DRAWING	JGB	9/04
NO.	REVISIONS	BY DATE
OHIO TURNPIKE COMMISSION		
DRAINAGE DETAIL		
DESIGNED	NJG	CHECKED
DRAWN	NJG	IN CHARGE
DATE	04/27/99	SCALE
CONTRACT NO. 55-99-01 SHEET B375 OF B617		



203+88
750.11'-72" C.M.P. 3 Gage, Bitum. Coated
Paved Inlet (Multiplate)
1- Type 'C' Hdwl.
1- Type 'D' Special Hdwl.
(See Detail Sheet No. 24)
181cy. Spec. Gran. Mat'l EWO(RV) 3.7

204+87 (35' Lt.)
21630'-36" R.C.C.P. (c) @ 0.5% (Min.)
1- Type 'A' Hdwl.
1- Pipe Special, 36"x30" Bend, R.C.C.P. (b)

205+10 (250' Lt.)
Floodgate, Type D



NOTE: For Median Ditches and Median
Grading Sta. 186+00 to 201+00
See Cross Sections
Ditch Grades are for the
Finished Flow Line of the Ditch

Guard Rail, Type B
191+30 to 211+00 North Rdwy, N. Side - 1970 lin. ft.
188+90 to 194+00 " " " " S. Side - 513 lin. ft.
197+00 to 211+00 " " " " S. Side - 1400 lin. ft.
186+00 to 211+00 South " " N. & S. Sides - 5000 lin. ft.

QUANTITIES					
No.	Item	Location & Remarks	Unit	Estimated Quantity	Final Quantity
E-1	Rdwy. Excav.		c.y.	14,190	22106.6
E-3	Chnl Excav.		c.y.	4,710	4046.9
E-11	Water		M.G.	1,900	408.9
I-15	Gd. Rl, Type B		l.f.	8,880	888.3
I-23	Fm Fl'd Fencing		l.f.	5,105	5125.3
I-26	Perm. Mon. & Sta. Markers		Ea.	1	0
I-28	Temp. Cattle Fence		l.f.	500	
L-3	Place 5" x 4" Top 1"		s.y.	7,410	561.2
L-9	Com'l Fertilizer (10-20-10)		Tons	0.3	0.46
L-9	Ag. Grnd Lmst'n		Tons	3.0	2.32
L-9	Seed & Protect Type A		s.y.	7,410	561.2
L-10	Sodding		s.y.	1,720	751
L-19	Seed & Mulch		s.y.	77,290	80,537
E-2	Excav. for Struct.		c.y.	1,060	3015.40
I-2	36" Sid. Str. R.C.C.P. (b)		l.f.	256	0
I-10	D'imp'd Rock Fill		c.y.	928	966.2
I-14	Paved Ditches 4" Thickness		s.y.	2,050	2137.67
S-1	Class 'C' Conc. for Structures		c.y.	28	40.77
S-4	Reinf. Steel		lbs.	1,765	202.3
S-27	72" C.M.P. (3 Gage) Multiplate		l.f.	755	750.11
I-5	Pipe Specials, 30" Bend x 36" R.C.C.P. (b)		Ea.	2	1
I-22	Selected Sub-base		c.y.	7,545	711.6
T-33	Bitum. Macadam Surface Course		s.y.	10,005	1000.34
T-71	Reinf. Port. Cement Conc. Pav't 10"		s.y.	13,338	13337.9
I-2	36" Sid. Str. R.C.C.P. (c)		l.f.	0	216.30

ADDENDUM NO. 4 1/30/18

FOR REFERENCE AND INFORMATION ONLY

ADDED 3rd W.B. LANE DFC 8-82
"AS-BUILT PLANS" DEM 7-30-56

OHIO TURNPIKE COMMISSION
OHIO TURNPIKE PROJECT NO. 1
PLAN AND PROFILE
SUMMIT COUNTY
STA. 186+00 TO STA. 211+00

HAZELET & ERDAL
CONTRACTING ENGINEER
DESIGN SECTION D-4

DESIGNED: _____ CHECKED: _____ DATE: _____
DRAWN: _____ IN CHARGE: _____ SCALE: 1"=10'-0"

CONTRACT NO. C-16 SHEET 12 OF 49

SPECIAL PROVISIONS

No provision of these Contract Documents acts to make the Commission, the Construction Inspectors or any other party other than the Contractor solely responsible for safety. Article 16 of the General Conditions – Indemnification applies to protect, indemnify, defend and hold harmless all parties referred to therein from any and all actions, damages, fines, suits, losses and any other expenses arising from the Contractor's failure to meet all safety requirements and/or provide a safe Work site.

G. Basis of Payment

Safety and health equipment, operations, training, and dedicated personnel will not be measured or paid separately, but are considered incidental to the Contract requirements.

SP 111 **PROHIBITION ON USE OF SLAG**

Slag may only be used as a construction material when it is incorporated as a coarse aggregate into Portland cement concrete and/or asphalt concrete mixes where such use is permitted in the following Special Provisions: SP 302, SP 400, SP 451, SP 511, SP 511A, SP 511B, SP 511C and SP 526.

All types of slag are prohibited for all other uses, including by way of example, but without limitation: aggregate base, pipe bedding, granular backfill, embankment, slope and channel protection, underdrains and all other uses where not incorporated into a specified concrete or asphalt mix.

SP 111 supersedes all applicable sections of the ODOT CMS, and all Supplemental Specifications that may allow the use of slag.

For purposes of this Provision, the term “slag” means air-cooled blast furnace slag, blast furnace slag, open-hearth slag or any other byproduct of the iron and steel making process.

SP 112 **ENVIRONMENTAL POLLUTION CONTROL**

A. General

The Contractor shall provide all equipment, materials, and labor necessary to prevent and/or clean up the spillover of construction operations onto adjacent property, roadways, and waterways. This shall include, but not be limited to, dust, mud, trash, night lighting, diesel fumes, petroleum products used to fuel/lubricate construction equipment, and any environmentally hazardous material.

The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. It shall take appropriate or necessary precautions including, but not be limited to, those measures shown on the storm water pollution prevention plan (SWP3), to prevent pollution of streams, lakes, ponds, and reservoirs with slag leachate, fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor shall submit a written proposal on specific environmental pollution control methods and measures to be employed. Work shall not commence until methods have been submitted and accepted by the Commission.

SPECIAL PROVISIONS

B. Dust Control

Dust control shall apply to all construction operations and materials that may become airborne as particulate matter. Such operations shall include, but not be limited to, earthwork, drilling, blasting, and any vehicular traffic related to the Project.

In the event a dangerous or unacceptable dusting situation occurs, the Commission has the option to either:

1. Direct the Contractor to immediately remedy the situation to the Chief Engineer's acceptance; or
2. Shut down the Contractor's operations and have the remedial Work performed by others, at the Contractor's expense; or
3. Shut down the Contractor's operations until an acceptable condition exists.

No extension of time shall be allowed, nor shall additional compensation to be paid for shut down required under the terms of this provision.

C. Mud Control

The Contractor shall include in its environmental pollution control proposal and/or SWP3 a plan for removal of mud on vehicles leaving the construction site. This proposal shall also include an action plan for cleaning of public roads and/or storm drains should mud and/or dirt be deposited on the roads by vehicles, erosion, or any construction activity.

D. Trash Control

The Contractor shall include in its environmental pollution control proposal and/or SWP3 a plan for containing trash on site, trash disposal methods on site, if permitted by law, and off-site disposal hauling schedule.

E. Lighting Control

All lighting for night operations shall be in accordance with SP 106. Night lighting shall be shielded from direct illumination of adjacent residences and the traveling public. Should night operation be anticipated, illumination control measures shall be included in the environmental pollution control proposals.

F. Diesel Fume Control

The Contractor shall minimize generation of diesel fumes by using the highest-grade diesel fuel available and keeping equipment in good operating condition through a documented preventive maintenance program. Documents for diesel fuel purchases and maintenance program shall be made available within one (1) day of request to Inspectors to verify compliance.

Any piece of equipment generating excess visible exhaust after a half-hour warm-up period is subject to being shut down by Inspectors until condition is corrected. No extension of time nor additional compensation will be paid for such a shut down.

G. Slag Leachate Control

SPECIAL PROVISIONS

Slag leachate Control shall apply to all construction operations and materials that involve any existing slag. Such operations shall include but not be limited to: Excavation, Hauling, Stockpiling, Material Handling, Disposal, and any operation which would have the potential to expose the site or adjacent properties to Slag Leachate Accumulation or runoff from rain water or other condition.

The Contractor is required to submit a Slag Leachate Control Plan for the Entire Project Limits and Operations including Excavation, Stockpiling, Material handling, hauling, Disposing and any other slag related operations. The Slag Leachate Control Plan shall include:

1. Site Containment Preventive Measures (e.g. berms, tarping, pump to temporary tank)
2. Site Preventative Details for Adjacent Property Runoff
3. Site Handling of Slag materials
4. Hauling of materials off site for proper disposal
5. Prohibition of Stockpiling of Slag Material on site
6. Operations and Handling of Contained Slag Leachate Water
 - a. ***The Contractor shall minimize the amount of runoff.***
 - b. ***Runoff may be disposed of through the existing Commission/City of Brecksville Agreement, see attached Agreement dated August 24, 2010 ("Leachate Agreement"), allowing Leachate runoff to be pumped in Sewer District 13 facilities through the Noble Road Pumping Station, provided the disposal meets the terms of the Leachate Agreement, which is incorporated herein by reference.***
 - c. ***The Contractor may collect runoff and pump the slag water to the Pump Station as shown on Plan Sheet 431 of 727 if all the requirements of the Leachate Agreement are fulfilled. Please note that there are flow restrictions to the City's sewer system of 20 gallons per minute. If depositing of the leachate through the provided facilities, the Contractor shall manage his work in accordance with the Agreement and shall submit his means and methods for reducing the amount of stormwater collected and means for collecting and storing the water if produced at a rate of more than 18 gallons per minute.***
7. Emergency Measures Plan for response to release of Slag Leachate Runoff from site
8. All measures shall be compliant with the OEPA and Contract Documents

C. Measurement and Payment

Environmental pollution control measures will not be measured or paid for separately but are considered incidental to the normal construction activity being performed.

SP 113

STORM WATER POLLUTION PREVENTION PLAN (SWP3) MANAGEMENT (03-30-16)

A. General

The Contractor shall provide SWP3 management services of the Ohio EPA permitted project. The management services shall include all SWP3 items required for compliance with the Ohio EPA's current General Permit to Discharge Storm Water Runoff from a Construction Site ("Ohio EPA Permit") and as required in these Specifications.

AGREEMENT

This Agreement ("Agreement") made and entered into this 24th day of August, 2010, by and between the City of Brecksville, Ohio (hereinafter the "City"), and the Ohio Turnpike Commission, Ohio (hereinafter "OTC").

WHEREAS, the City is authorized to execute this Agreement pursuant to Ordinance No. 4478, adopted on August 17, 2010; and

WHEREAS, the OTC is authorized to execute this Agreement pursuant to its governing statute, O.R.C. Section 5537.01, et seq. and Code of Bylaws dated March 17, 2003 and

WHEREAS, the City is also acting under authority of Revised Code Section 307.15, Revised Code Chapter 6117 and Article XVIII of the Ohio Constitution; and

WHEREAS, the OTC has requested that the rain and ground water runoff (hereinafter referred to as "Leachate") from the slag fill used in the construction of the I77/Ohio Turnpike interchange (hereinafter the "Service Area") be pumped into Sewer District 13 facilities through the Noble Road Pumping Station; and

WHEREAS, representatives from the OTC have represented to the City that although this Leachate is non-toxic and non-hazardous it is oxygen depleting and therefore cannot be currently directly released into the waters of the State of Ohio; and

WHEREAS, it is the desire of the City to accept the pumped Leachate flow from the Service Area into its sanitary sewer system (hereinafter "Sanitary Sewer System") for transportation to the Northeast Regional Sewer City ("NEORS") for treatment and disposal; and

WHEREAS, NEORS has agreed to accept the Leachate flow for treatment as witnesses by the approval letter dated August 19, 2008, a copy of which is attached hereto, expressly made a part hereof by reference and marked Exhibit "A"; and

WHEREAS, the Ohio Environmental Protection Agency (Ohio EPA) has approved the collection and treatment of this Leachate by the issuance of a Permit to Install, dated August 14, 2008, a copy of which is attached hereto, expressly made a part hereof by reference and marked Exhibit "B":

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I: SERVICE AREA AND SERVICE

1.01 In Accordance with the current approval of the NEORSD, the City shall accept, receive and transport Leachate generated in and flowing from the Service Area detailed in Exhibit "C", attached hereto and expressly made a part hereof by reference, provided the inflow into the Nobel Road Pump Station does not exceed twenty (20) gallons per minute.

1.02 City shall commence receiving and transporting Leachate as set forth in Section 1.01, upon the completion of the construction by the OTC of a pumping station and force main connecting the Service Area to the Sanitary Sewer System,.

1.03 City's acceptance of Leachate pursuant to this Agreement shall be governed by the "Rules and Regulations Governing the Installation of Water and Sewerage Improvements" dated October 1, 1985 of Cuyahoga County, and any amendments made thereto, for wastewater transportation.

1.04 City's acceptance of the Leachate pursuant to this Agreement shall be in accordance with all applicable local, state and federal regulations and laws.

ARTICLE II: CONSTRUCTION

2.01 OTC shall construct and pay for all costs and expenses necessary to connect the sanitary sewer facilities constructed in the Service Area to the City's Sanitary Sewer System, including but not limited to all construction costs, engineering costs, City, County of Cuyahoga, State or Federal inspection costs and service costs. Construction shall be in accordance with plans

reviewed and approved by the Cuyahoga County Engineer's office and the City, and plans shall be on file with the Cuyahoga County Engineer's office and the City.

- 2.02 City will cooperate and coordinate efforts needed to facilitate the connection with the City Sanitary Sewer System in accordance with this Agreement.
- 2.03 Construction shall be considered complete upon approval by all appropriate local, regional, state and federal regulatory agencies, including, without limitation, upon inspection and approval by the Cuyahoga County Engineer's office, NEORS, and the City.

ARTICLE III: OPERATION, MAINTENANCE, RATES AND CHARGES

- 3.01 City shall also charge to OTC such charges in thousand cubic feet (MCF) for wastewater collection and transportation as are set by City by ordinance from time to time, which, as of the date of this Agreement, is \$0.00 per MCF. City shall be solely responsible for the billing and collection of these charges.
- 3.02 OTC shall operate and maintain the Leachate sewer improvements in the Service Area in conformance with the requirements of the Cuyahoga County's agreement with NEORS to the extent such charges and/or assessments are applicable to the OTC. All charges for collection, transportation, and maintenance set out in this Agreement shall be paid by OTC in addition to charges per thousand cubic feet (MCF) for collection, transportation, treatment, and disposal set by NEORS.
- 3.03 OTC shall, to the extent of its authority and control, operate the Service Area Leachate system so that the maximum flow into the Nobel Road Pump Station does not exceed twenty (20) gallons per minute. Upon specific request, the OTC shall collect and provide to the City, all flow monitoring data and calculations pertinent to this flow.
- 3.04 Parties hereto represent that the Leachate system to be constructed pursuant to this Agreement shall not be for surface water or storm water drainage other than that designated by the OEPA to be contaminated Leachate.

- 3.05 There shall be no future connections of the sewers in the Service Area beyond that approved as part of this Agreement.
- 3.06 Prior to any tie-in by OTC into the Noble Road Pump Station, this pump station shall be jointly inspected by representatives of the City, OTC and the Cuyahoga County Engineer's office and its condition shall be appropriately documented, Subsequent to the tie-in by OTC into the Nobel Road Pump Station, periodic inspections may occur from time to time with the same parties present to determine if any repairs are required, as determined by the Cuyahoga County Engineer, to be the result of the OTC Leachate. In the event any documented repairs are required to the Nobel Road Pump Station, the costs for such repairs shall be paid by the OTC upon presentation of an itemized invoice for the repairs. Upon termination of the tie-in by the OTC into the Nobel Road Pump Station, an inspection will be performed with the same parties present to determine if any documented repairs are required to the Nobel Road Pump Station, as determined by the Cuyahoga County Engineer, to be the result of the OTC Leachate. In the event any repairs are required, the costs for such repairs shall be paid by the OTC upon presentation of documented damages and an itemized invoice for the repairs.

ARTICLE IV: MODIFICATION; INTERPRETATIONS

- 4.01 This Agreement supersedes any and all prior agreements, communications, and representations, whether oral or written, made on behalf of the parties hereto. This Agreement contains the entire understanding between the parties and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, other than as set forth in this Agreement.
- 4.02 This Agreement may be modified only by written agreement executed by all parties hereto.
- 4.03 No covenant, agreement or condition of this Agreement shall be waived, altered or modified except by written instrument executed by the party against whom enforcement of such waiver, alteration or modification is sought. No waiver of any covenant, term or condition of this Agreement shall affect any other covenant, term or condition of this Agreement.

- 4.04 The failure of any party to insist upon strict performance of any of the covenants, conditions, or provisions of this Agreement, or to declare a breach for any violation thereof, shall not be construed as a waiver or relinquishment of the future right to insist upon the strict compliance with all of the covenant, condition, or provision if the violation is continued or repeated.
- 4.05 In the event any term or provision of this Agreement shall for an reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same have been held to be invalid, illegal or unenforceable, had never been contained herein.

ARTICLE V: GOVERNING LAW; REGULATIONS

- 5.01 This Agreement shall be governed and construed and its validity and effect shall be determined by the laws of the State of Ohio.
- 5.02 All parties understand and acknowledge that the Sanitary Sewer Systems are subject to regulation by state and federal laws, rules and regulations and/or by the United States EPA or Ohio EPA. To the extent that any party hereto becomes subject to an order of any of the aforesaid regulator entities, this Agreement shall be interpreted and/or modified in a manner consistent with such laws, rules, and regulations to the extent that will reasonably allow the performance of the terms of this Agreement by all parties in a manner which will achieve compliance with any such order.
- 5.03 In the event the NEORSD, the United Sates EPA, the Ohio EPA or other similar agency either revokes its prior approvals or determines that the Lechate emanating from the Service Area can no longer be accepted by the City and/or the NEORSD for treatment, OTC agrees to immediately cease allowing the Leachate from entering the City's Sanitary Sewer System. In the event OTC fails to cease allowing the Leachate from entering the City's Sanitary Sewer System, the City may disconnect the tie-in to prevent the Leachate from entering the City's Sanitary Sewer System.

5.04 This Agreement shall terminate at such time as the Ohio EPA determines that the Leachate which is the subject matter of this Agreement may be discharged directly into the waters of the State of Ohio as the Ohio EPA may provide.

ARTICLE VI: INDEMNIFICATION

6.01 OTC agrees to indemnify and hold harmless the City from any and all liability of every kind, nature and description, and any and all claims and defense costs including but not limited to attorney fees, resulting from the collection of the Leachate as described in this Agreement and placement into the City's Sanitary Sewer System and the treatment thereof by the NEORS.

ARTICLE VII: TERM

7.01 This Agreement shall take full force and be in effect from the date of execution hereof for an initial term of ten (10) years and the same shall be perpetually renewed for a term of five (5) years subject to its amendment or supplementation as determined by the legislative authority of the City. This agreement may be terminated by the City upon notification to the OTC at least thirty (30) days in advance of the termination date in the event the Service Area is annexed to or otherwise becomes located within the municipal boundaries of City.

ARTICLE VIII: NOTICES

8.01 Notice of cancellation of this Agreement shall be delivered by certified mail. All other notices required to be given under this Agreement shall be delivered by regular mail.

8.02 Notices to OTC required to be given under this Agreement shall be delivered to the following address:

Ohio Turnpike Commission
682 Prospect Street
Berea, Ohio 44017
Attention: Executive Director

8.03 Notices to CITY required to be given under this Agreement shall be delivered to the following address:

City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141

ARTICLE VIX: GENERAL

9.01 The parties expressly agree that the terms, covenants, and conditions made in this Agreement shall bind its respective commissioners, officers and officials for the term of this Agreement and they have authority to execute this Agreement.

9.02 The parties hereto agree that in performing the rights, duties and obligations under this Agreement, they must at all time act in good faith.

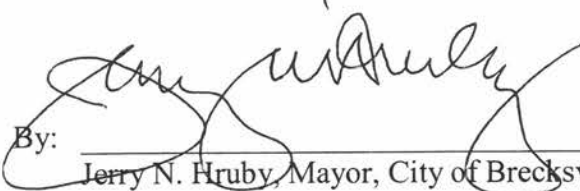
9.03 No party shall assign this Agreement, or any rights granted thereunder, without express written consent of the other party. Any assignment that is made or attempted to be made without express written consent shall, at the option of the other party, be void and unenforceable.

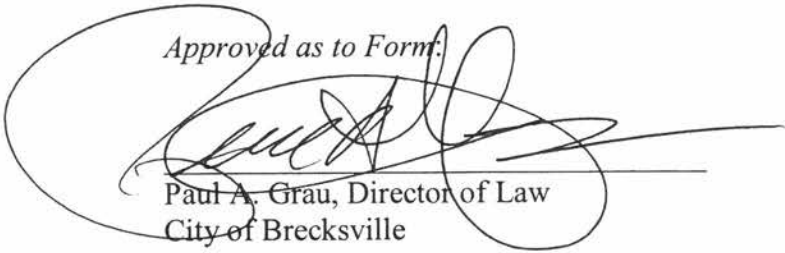
9.04 This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been signed in duplicate by the City and OTC on this ___ day of _____, 2010.

[Signatures on Following Page]

CITY OF BRECKSVILLE, OHIO


By: 
Jerry N. Hruby, Mayor, City of Brecksville

Approved as to Form:

Paul A. Grau, Director of Law
City of Brecksville

OHIO TURNPIKE COMMISSION

By: 
Authorized Representative

By: _____
Authorized Representative

Approved for Legal Form and Correctness:

Noelle T. Tsevdos, General Counsel

leachate fil.

787

OhioEPA

State of Ohio Environmental Protection Agency

STREET ADDRESS:

Lazarus Government Center
50 W. Town St., Suite 700
Columbus, Ohio 43215

MAILING ADDRESS:

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

August 14, 2008

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



Re: Brecksville
Cuyahoga County
Application No. 659991
Application for Ohio Turnpike Commission
Leachate Collection System at the Ohio
Turnpike Interstate 77 Interchange
Plans Received on August 04, 2008
From: URS Corporation
CERTIFIED MAIL

Ohio Turnpike Commission
Attn: Dan Castrigano P.E.
682 Prospect Street
Berea, OH 44017

Ladies and Gentlemen:

Enclosed is the Ohio EPA Permit to Install which will allow you to install the described source in the manner indicated in the permit. Because this permit contains several conditions and restrictions, I urge you to read it carefully.

You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00 which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address: Environmental Review Appeals Commission, 309 South Fourth Street, Room 222, Columbus, Ohio 43215

You should note that a general condition of your permit states that issuance of the permit does not relieve you of the duty of complying with all applicable federal, state, and local laws, ordinances, and regulations.

If you have any questions, please contact the Ohio EPA district office to which you submitted your application.

Sincerely,

Patti L. Smith, Supervisor
Permit Processing Unit
Division of Surface Water

PLS/sg
Enclosure

cc: Northeast District Office
Northeast Ohio Regional Sewer District
City of Brecksville
URS Corporation

Ted Strickland, Governor
Lee Fisher, Lieutenant Governor
Chris Korleski, Director

Ohio EPA is an Equal Opportunity Employer

Ohio Environmental Protection Agency

Permit to Install

Application No: 659991

Applicant Name: Ohio Turnpike Commission
Address: 682 Prospect Street
City: Berea
State Zip: OH 44017

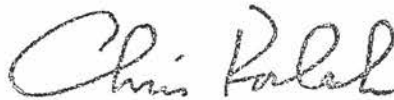
Person to Contact: Dan Castrigano P.E.
Telephone: 440-234-2081

Description of Proposed Source: Ohio Turnpike Commission Leachate Collection System at the Ohio Turnpike Interstate 77 Interchange, Brecksville, Cuyahoga County

Issuance Date: August 14, 2008
Effective Date: August 14, 2008

The above named entity is hereby granted a permit to install for the above described source pursuant to Chapter 3745-42 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the above described source of environmental pollutants will operate in compliance with applicable state and federal laws and regulations. Issuance of this permit does not constitute expressed or implied assurance that, if constructed or modified in accordance with those plans and specifications, the above described source of pollutants will be granted the necessary operating permits. This permit is granted subject to the following conditions attached hereto.

Ohio Environmental Protection Agency



Chris Korleski
Director
P.O. Box 1049
50 West Town Street, Suite 700
Columbus, OH 43216-1049

This permit shall expire if construction has not been initiated by the applicant within eighteen months of the effective date of this permit. By accepting this permit, the applicant acknowledges that this eighteen month period shall not be considered or construed as extending or having any effect whatsoever on any compliance schedule or deadline set forth in any administrative or court order issued to or binding upon the permit applicant, and the applicant shall abide by such compliance schedules or deadlines to avoid the initiation of additional legal action by the Ohio EPA.

The director of the Ohio Environmental Protection Agency, or his authorized representatives, may enter upon the premises of the above named applicant during construction and operation at any reasonable time for the purpose of making inspections, conducting tests, examining records, or reports pertaining to the construction, modification, or installation of the above described source of environmental pollutants.

Issuance of this permit does not relieve you of the duty of complying with all applicable federal, state, and local laws, ordinances, and regulations.

Any well, well point, pit, or other device installed for the purpose of lowering the ground water level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of this plan or as directed by the director or his representative.

Any person installing any well, well point, pit or other device used for the purpose of removing ground water from an aquifer shall complete and file a Well Log and Drilling Report form with the Ohio Department of Natural Resources, Division of Water, within 30 days of the well completion in accordance with the Ohio Revised code Section 1521.01 and 1521.05. In addition, any such facility that has a capacity to withdraw waters of the state in an amount greater than 100,000 gallons per day from all sources shall be registered by the owner with the chief of the Division of Water, Ohio Department of Natural Resources, within three months after the facility is completed in accordance with Section 1521.16 of the Ohio Revised Code. For copies of the necessary well log, drilling report, or registration forms, please contact:

Ohio Department of Natural Resources
2045 Morse Road Bldg. E
Columbus, OH 43229-6693
(614) 265-6717

The proposed wastewater disposal system shall be constructed in strict accordance with the plans and application approved by the director of the Ohio Environmental Protection Agency. There shall be no deviation from these plans without the prior express, written approval of the agency. Any deviations from these plans or the above conditions may lead to such sanctions and penalties as provided for under Ohio law. Approval of these plans and issuance of this permit does not constitute an assurance by the Ohio Environmental Protection Agency that the proposed facilities will operate in compliance with all Ohio laws and regulations. Additional facilities shall be installed upon orders of the Ohio Environmental Protection Agency if the proposed sources are inadequate or cannot meet applicable standards.

For projects involving construction or placement of fill in a stream or wetland, the applicant shall contact the appropriate district of the U.S. Army Corps of Engineers for a determination regarding potential impacts to water of the state as well as the requirements for obtaining, if necessary, certification. The applicant shall acquire a Section 404 permit and 401 water quality certification, if needed, before impacting any waters of the state as part of this project.

Where gravity sewer lines cross existing or proposed water mains, the gravity sewer lines shall be laid below the water mains to provide a separation of at least 18 inches between the invert of the water main and the crown of the gravity sewer. The lines shall be laid so that the gravity sewer line joints are as far as possible from the water main joints.

This permit to install applies only to the wastewater disposal system listed above. The installation of drinking water supplies, air contaminant sources, or solid waste disposal facilities will require the submittal of a separate application to the director.

Provisions shall be made for proper operation of the wastewater pumping facilities.

Roof drains, foundation drains, and other clean water connections to the sanitary sewer shall be prohibited by enforcement of legally adopted rules by the authority regulating the use of sanitary sewers.

No liquids, sludges, or toxic or hazardous substances other than those set forth in the approved permit shall be accepted for disposal without the prior written approval of the Ohio Environmental Protection Agency.

Sewer and manhole construction joints shall conform to standards of the Ohio Environmental Protection Agency.

When flexible pipe (PVC, ABS, HDPE, etc.) is used it must be tested for maximum deflection of 5 percent after the final backfill has been in place no less than 30 days to permit stabilization of the soil-pipe system. Pipe with a stiffness of 200 p.s.i. or greater need not be tested for deflection if all pipe between manholes is less than 12 feet below final grade.

The rigid ball or mandrel used for the deflection test shall have a diameter not less than 95 percent of the base inside diameter or average inside diameter of the pipe depending on which is specified in the ASTM specification, including the appendix, to which the pipe is manufactured. The test shall be performed without mechanical pulling devices.

All pipe, flexible and rigid, shall be subject to a leakage test. The leakage exfiltration/infiltration test shall be a hydrostatic or air test. The hydrostatic leakage test shall not exceed 100 gallons per inch of pipe diameter per mile per day for any section of the system. If an air test is used, the test shall conform to the test procedure outlined in the ASTM standards for the material of pipe used.

The leakage and deflection test shall be conducted under the supervision of a professional engineer. A representative of the professional engineer may supervise the deflection and leakage tests, but the professional engineer must sign off on the results of the deflection and leakage tests. Results of the deflection and leakage tests shall be kept on file at least 180 days by the entity responsible for the sewerage system, and shall be available upon request by the Ohio Environmental Protection Agency. Any lines which fail the deflection or leakage test must be repaired and retested until they meet the requirements which have been set forth within this condition.

The Northeast Ohio Regional Sewer District (POTW) officials shall be notified of any spills and unusual discharges to the sewer system immediately after discovery of such an occurrence.

All wastewater discharges that will adversely affect the operation, maintenance, or treatment capabilities of the Cuyahoga County sewer and/ NEORS D wastewater treatment systems are prohibited.

The Ohio Turnpike Commission shall provide a suitable location to collect representative samples of process wastewater which is discharged into the sanitary sewer.

The permit to install is not an authorization to discharge pollutants to waters of the state. Pursuant to Chapter 6111 of the Ohio Revised Code, the applicant shall apply for a permit to discharge (NPDES) 180 days prior to any discharge of pollutants to waters of the state.

RECEIVED

FEB 21 2012

MAINTENANCE
ENGINEER

Administrative Order No. 3033-S-SIU-12

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Tim Ujvari
Maintenance Engineer
Ohio Turnpike Commission
682 Prospect Street
Berea, Ohio 44017

Re: Issuance of Industrial User Administrative Order (Equivalency Permit) to **Ohio Turnpike Commission** by the Northeast Ohio Regional Sewer District.

Dear Mr. Ujvari:

The enclosed Administrative Order covers the wastewater discharged from the facility located at **Interchange 173 (I-80 & I-77)** into the Northeast Ohio Regional Sewer District's sewerage collection and treatment system. All discharges from this facility and actions, requirements and reports relating thereto shall be in accordance with the terms and conditions of this Administrative Order.

Administrative Orders are issued to all Industrial Users subject to 40 CFR Part 403.8f(1)(iii) of the Code of Federal Regulations.

Ohio Turnpike Commission shall contact the Northeast Ohio Regional Sewer District within 30 days of receipt of this correspondence to negotiate any modifications to the enclosed Administrative Order. Pursuant to Section 5.1 of the Northeast Ohio Regional Sewer District's Code of Regulations, "Rules of Procedure for Administrative Determinations"; Failure to petition for reconsideration of the Administrative Order within the allotted 30 days is deemed a waiver by the receiver of any right to challenge for modification the terms of this Administrative Order.

Issued this 16th day of February, 2012.

Respectfully yours,


Scott C. Broski, Manager
Water Quality and Industrial Surveillance

SCB/TCD/tcd

Enclosure

Administrative Order No. 3033-S-SIU-12

Industrial User Administrative Order / Equivalency Permit

In accordance with the provisions of Section 2.06025 of the Northeast Ohio Regional Sewer District Code of Regulations:

**Ohio Turnpike Commission – Interchange 173
682 Prospect Street
Berea, Ohio 44017**

(Hereinafter referred to as **Ohio Turnpike**) is hereby granted the authority to discharge industrial wastewater from the above identified facility and through the discharge source(s) identified herein into the Northeast Ohio Regional Sewer District's (hereinafter referred to as **District**) sewerage collection/treatment system. This authority is granted in accordance with the conditions set forth in this Administrative Order (hereinafter referred to as **Order**). Compliance with this Order does not relieve **Ohio Turnpike** of its obligation to comply with any and all applicable pretreatment regulations, standards, requirements, or laws that may become effective during the term of this Order.

Noncompliance with any term or condition of this Order shall constitute a violation of the District's Code of Regulations. Charges contained in Chapter 7, Title II of the District's Code of Regulations may be administered and applied as required by the District's Enforcement Response Plan.

This Order shall become effective on February 21, 2012, and shall expire at midnight on February 20, 2017. Upon expiration, the provisions of this **Order** shall remain in effect and any monitoring requirements shall be performed until the time a new **Order** is issued.

The District may re-evaluate **Ohio Turnpike** annually and prior to the expiration date of this Order. Pending completion of these re-evaluations, an updated Order may be issued prior to expiration or at the expiration date.

By: 
Manager

Issued this 16th day of February, 2012.

SCB/TCD/tcd

PART 1 – PROCESS/OPERATIONAL DESCRIPTION

A. **Ohio Turnpike** operates a slag leachate recovery and discharge facility at Interchange 173 (I-80 & I-77). This process is regulated by **40 CFR 403 – General Pretreatment Regulations for Existing and New Sources of Pollution**.

PART 2 - EFFLUENT LIMITATIONS

A. During the period of February 21, 2012, to February 20, 2017, **Ohio Turnpike** is authorized to discharge leachate wastewater to the District’s sewerage collection/treatment system from the discharge point(s) listed below. All process discharges from **Ohio Turnpike** shall be in compliance with limitations promulgated and required under the Code of Federal Regulations Section **40 CFR 403 – General Pretreatment Regulations for Existing and New Sources of Pollution**.

Description of Discharge Point(s):

Discharge Point Description

01 Discharge Point is the force main termination point at the manhole on Noble Park Drive. This Point receives flow from the slag leachate pump station. The slag leachate pump station receives flow from existing leachate tanks #1 & #2, and a surface water storage pond. The leachate tanks and storage pond receive leachate flow from storm sewers and surface flow respectively.

C. **Ohio Turnpike** shall not discharge wastewater above the Supplementary Limitations contained in Section 2.0305 of the District’s Code of Regulations. Supplemental limits apply to the total combined wastewater flow discharged to the municipal sewer by **Ohio Turnpike** from any industrial or non-industrial points located at their facility.

Supplementary Effluent Limitations

Parameter	Concentration (mg/L)
Cadmium	2
Chromium Hexavalent	10
Chromium Total	25
Copper	3
Nickel	10
Zinc	15
Lead	2
Cyanide Amenable	2
Cyanide Total	10
Phenols	50
Carbon Tetrachloride	(i)
Tetrachloroethylene	(i)
Trichloroethylene	(i)
Methylene Chloride	25

Supplementary Effluent Limitations (cont.)

Parameter	Concentration (mg/L)
1,1,1-Trichloroethane	25
Chlorobenzene	25
Creosols	25
Cresylic Acid	25
Nitrobenzene	25
Benzene	0.014
Toluene	2.075
Ethylbenzene	1.659
Xylene (m-, o-, or p-)	2.091
Carbon Disulfide	25
Isobutanol	25
Spent Chlorofluorocarbon Solvents	25
Methyl Ethyl Ketone	250
Maximum Combined Solvents	250

(i) - Maximum combined concentration is 1mg/L.

D. As per the District's Code of Regulations Section 2.0301: General Discharge Prohibitions - **Ohio Turnpike** shall not discharge or cause to be discharged, directly or indirectly, any of the following described substances into the wastewater disposal system or otherwise to the facilities of the District:

- (a) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction to cause fire or explosion or be injurious in any other way to the operation of the sewer system or wastewater treatment facility, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test method specified in 40 CFR 261.21.
- (b) Solid or viscous substances which will or may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater system.
- (c) Any wastewater having a pH less than 5.0 or higher than 12.5 standard units (SU) or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the system.
- (d) Any noxious or malodorous liquids, gases or solids which either singly or by interaction are capable of creating a public nuisance or hazard to life or are sufficient to prevent entry into sewers for their maintenance and repair.
- (e) Any substance which may cause the sewage treatment plant's treatment residues, sludges or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process.

-
- (f) Any substance which will cause the District's facilities to violate its NPDES and/or other Disposal System Permits.
 - (g) Any substance with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
 - (h) Any wastewater having a temperature which will inhibit biological activity in the District's treatment plant resulting in interference, but in no case, wastewater with a temperature at the introduction into the POTW which exceeds 40 degrees centigrade (104 degrees Fahrenheit).
 - (i) Any slugload which shall mean any pollutant, including oxygen demanding pollutants (BOD, etc.), released in a single extraordinary discharge episode of such volume or strength as to cause pass-through or interference to the District's facilities.
 - (j) Any unpolluted water including, but not limited to, non-contact cooling water in areas of the District's serviced by separate storm and sanitary sewers.
 - (k) Any wastewater containing any radioactive waste or isotopes of such half-life or concentration that exceed limits established in Federal regulations or that is not in compliance with applicable Local, State or Federal regulations.
 - (l) Any wastewater which causes a hazard to human life or creates a public nuisance.
 - (m) Any water or waste containing petroleum oil, nonbiodegradable cutting oil or products of mineral origin in sufficient quantities to pass through or interfere with District operations, or, at the discretion of the Executive Director, water or wastes containing fats, wax, grease, or oils regardless of origin, and whether emulsified or not, in excess of 250 mg/L or containing substances which may solidify or become viscous at temperatures between 33 degrees and 150 degrees Fahrenheit (1 degree and 65 degrees Centigrade).
 - (n) Discharges of trucked or hauled waste are prohibited except at specific discharge points designated in Title 1, Chapters 7 and 10 of this Code.
 - (o) Any water or wastes that are derived from the manufacture or blending of products containing certain bioaccumulative chemicals of concern (BCCs) or that are brought into a facility for the purpose of reclamation, recovery, or treatment of these chemicals, which include but may not be limited to: chlordane, 4,4'-DDD (p,p'DDD, 4,4'TDE, p,p'-TDE), 4,4'DDE (p,p'-DDE), 4,4'-DDT (p,p'-DDT), dieldrin, hexachlorobenzene, hexachlorobutadiene (hexachlor-1,3-butadiene), hexachlorocyclohexanes (BHC), lindane (gamma-hexachlorocyclohexane, gamma-BHC), mirex, octachlorostyrene, PCBs (polychlorinated biphenyls), pentachlorobenzene, photomirex, 2,3,7,8-TCDD (dioxin), 1,2,3,4-tetrachlorobenzene, 1,2,4,5-tetrachlorobenzene, toxaphene.

- E. **Ohio Turnpike** shall not discharge wastewater to their pretreatment system in such volumes that they exceed the treatment capabilities of their system as specified in Part 6 - Description of Pretreatment System.
- F. **Ohio Turnpike** shall install and maintain a dedicated phone line for the purpose of transmitting metered reading for instantaneous flow, totalized flow, and hydrogen sulfide (H₂S)

G. RCRA Requirements

Ohio Turnpike, regulated in this Administrative Order under the Federal Clean Water Act, may also be generating hazardous wastes which are regulated under Subtitle C & D of the federal Resource Conservation and Recovery Act (RCRA: PL 94-580). If so, these wastes must be disposed of as prescribed by RCRA. Disposal records (e.g., hauling manifests) shall be made available to the District in accordance with Section 1.0930 of the Code of Regulations.

In addition, any wastes discharged to the sewer system that would be classified as hazardous if disposed of in any other fashion, must be reported to the District, U.S. EPA Region V and Ohio EPA Division of Solid and Hazardous Wastes within 90 days of the waste being classified as hazardous under RCRA.

H. Mercury Narrative Limitation/Best Management Practices (BMPs)

Except where application of the most sensitive analytical method approved under 40 CFR part 136 for mercury in wastewater demonstrates to the District's satisfaction that no mercury is detectable in the user's discharge to the System, all Industrial Users are, for the purpose of this section, sources of mercury. All Industrial Users that are sources of mercury shall implement best management practices (BMPs), as defined under within the District's Code of Regulations (upon approval), to minimize discharges of mercury to the system. Certain Industrial Users and/or classes of Industrial Users identified by the District as significant sources of mercury shall comply with District-issued administrative orders requiring submittal and implementation of BMP plans for mercury discharge minimization. Any Industrial User that is a source of mercury failing to implement BMPs in a manner and to an extent satisfactory to the District and/or failing to fully comply with requirements in an administrative order shall be subject to charges as indicated under Section 1.0924 and/or refusal of service as indicated under Section 1.0907 of the Code of Regulations.

"Best Management Practice (BMP)" – Methods determined by the Director to be the most effective, practical means of preventing or reducing pollution, including but not limited to: substitution of materials; reformulation or redesign of products; modification of equipment, facilities, technology, processes, and procedures; and improvement in management, inventory control, materials handling or general operation of a facility.

- I. All discharges shall comply with all other applicable laws, regulations, standards and requirements contained in the District's Code of Regulations and any applicable

State and Federal pretreatment laws, regulations, standards and requirements including any such laws, regulations, standards or requirements that may become effective during the term of this Order.

PART 3 - MONITORING REQUIREMENTS

- A. From the period beginning on the effective date of this Order until February 20, 2017, **Ohio Turnpike** shall monitor Discharge Point 01 for Chemical Oxygen Demand (COD), Suspended Solids, and flow.

Sampling Notes

- # 1 Samples will be taken at the wet well of the leachate pump station (Tributary to Discharge Point 01).
- # 2 The samples will be an instantaneous grab of representative leachate flows as per 40 CFR 403.12(b)(5)(iii). The grab samples shall be taken once per 6 months during discharge hours at the wet well tributary to Discharge Point 01.
- #3 Flow measurements shall be taken from the totalizing meter at the leachate pump station and recorded quarterly and submitted for Direct Billing (see Part 4, Paragraph I).
- B. All handling and preserving of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this Order.

PART 4 - REPORTING REQUIREMENTS

- A. Monitoring Reports

Monitoring results obtained shall be summarized and reported on an Industrial User Monitoring Report Form once per six months. The report for monitoring conducted between January 1, and June 30, is due by July 15. The report for monitoring conducted between July 1, and December 31, is due by January 15. The report shall indicate the nature and concentration of all pollutants in the effluent for which sampling and analyses were performed during the six months preceding the submission of each report, including measured daily flows. The report shall also indicate which approved methodology of analysis was used for each parameter analyzed.

Ohio Turnpike shall include copies of any correspondences that indicate any compliance extensions or waivers of specific limits for specific discharges, given by the District, as part of its monthly self-monitoring reports.

- B. If **Ohio Turnpike** monitors any effluent pollutant more frequently than required by this Order, using test procedures prescribed in 40 CFR Part 136 or amendments thereto, or otherwise approved by EPA or as specified in this Order, the results of

such monitoring shall be included in any calculations of actual daily maximum or monthly average pollutants discharged and shall be reported in the semi-annual report submitted to the District. Such increased monitoring frequency shall also be indicated in the semi-annual report.

C. Resampling Requirement

If the results of **Ohio Turnpike** wastewater analysis indicate that a violation of this Administrative Order has occurred, **Ohio Turnpike** must;

1. Inform the District of the violation within 24 hours of becoming aware of the violation; and
2. Repeat the sampling and pollutant analysis for the parameter in violation and submit, in writing, the results of this second analysis within 30 days of the first violation.

D. Accidental Discharge Report

1. **Ohio Turnpike** shall notify the District immediately upon the occurrence of an accidental discharge of substances prohibited by PART 2 of this Order or any slugloads or spills that may enter the public sewer. The notification shall include location of discharge, date and time thereof, type of waste (including concentration and volume) and corrective actions taken. **Ohio Turnpike** notification of accidental release in accordance with this section does not either relieve it of other reporting requirements that arise under local, State or Federal laws, or of liabilities or other enforcement actions that arise from the discharge.

Within five days following an accidental discharge, **Ohio Turnpike** shall submit to the District a detailed written report. The report shall specify:

- a. Description and cause of the upset, slugload or accidental discharge, the cause thereof, and the impact on **Ohio Turnpike** compliance status. The description should also include location of discharge, type, concentration and volumes of waste.
- b. Duration of noncompliance, including exact dates and times of noncompliance and, if the noncompliance is continuing, the time by which compliance is reasonably expected to occur.
- c. All steps taken to reduce, eliminate, and/or prevent recurrence of such an upset, slug load, accidental discharge, or other conditions of noncompliance.

Ohio Turnpike shall be responsible for accidental discharges caused by employees, contractors, subcontractors, or any and all individuals permitted upon the premises. If **Ohio Turnpike** discharges a slugload of prohibited materials, they shall be liable for any expense, loss or damage to the District's facilities or expenses incurred in the cleanup of the substance in addition to the amount of any charges imposed on the District on account thereof under State or Federal law.

E. Pretreatment System Malfunction

Ohio Turnpike must report any outages or malfunctions of the pretreatment system to the District within 12 hours of the discovery of such outages or malfunctions.

F. **Ohio Turnpike** must report any shutdown or bypass of the pretreatment system immediately to the District.

G. **Ohio Turnpike** shall notify the District in advance when they incorporate any system changes that cause a change in the effluent quality or quantity.

H. All reports required by this Order shall be submitted to the District at the following address (Unless otherwise specified):

Northeast Ohio Regional Sewer District
Attn: Enforcement Supervisor
4747 East 49th Street
Cuyahoga Heights, Ohio 44125-1011

Notification as required under paragraphs C, D, E and F above shall be made to the District by telephone at 641-6000 during normal business hours, 8:00 am to 4:30 pm, Monday through Friday. At all other times, the District should be notified by telephone at 641-3200.

I. Direct Billing

Ohio Turnpike shall submit quarterly totalized flow measurements for direct billing by the District. The quarterly flow reports shall be submitted to the District's Director of Finance at the following address:

Northeast Ohio Regional Sewer District
Attn: Director of Finance
3900 Euclid Avenue
Cleveland, Ohio 44115-2506

The quarterly flow reports shall be copied to the Business Group of the Water Quality and Industrial Surveillance Department at the following address:

Northeast Ohio Regional Sewer District
Attn: Business Group
4747 East 49th Street
Cuyahoga Heights, Ohio 44125-1011

PART 5 - VIOLATION CHARGES

As per Chapter 7, Title II of the District's Code of Regulations:

-
- A. Any failure to comply with the provisions of this Title may result in a minimum charge of 300 dollars, but not to exceed 5,000 dollars for each violation.
 - B. Any discharger who is found to have violated an Order of the District or who has failed to comply with any provisions of the District's Code of Regulations, and the regulations or rules of the District or orders of any court of competent jurisdiction shall be subject to the imposition of a civil penalty.
 - C. Any discharger violating any of the provisions of the District's Code of Regulations, or who discharges or causes a discharge producing a deposit or obstruction, or causes damage to or impairs the District's wastewater disposal system, shall be liable to the District for any expense, loss or damage caused by such violation or discharge. The District shall bill the discharger for the costs incurred by the District for any cleaning, repair, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a violation of the District's Code of Regulations enforceable under the provisions of Chapter 6 of this Code.
 - D. Any person who knowingly makes any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to the District's Code of Regulations, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under the Code of Regulations, shall be charged a maximum of 5,000 dollars per violation.
 - E. In addition, charges under Section 1.0919 of the District's Code of Regulations, Accidental Release of Unacceptable Discharge - Notification - Charges, may apply.
 - F. Any user charges and/or fees shall be paid in full within 30 days of the billing date for said charges and/or fees. Failure to remit payment for charges and/or fees after 60 days from the billing date for said charges and/or fees will be grounds to prohibit any additional discharges to the sewer system until all outstanding charges and/or fees have been paid in full.

PART 6 - SPECIAL CONDITIONS

- A. Reopener Clause
 1. This Order may be reopened and modified to incorporate any new or revised requirements contained in any National Categorical Pretreatment Standards applicable to **Ohio Turnpike**.
 2. This Order may be reopened and modified to incorporate any new or revised requirements resulting from the District's reevaluation of local limits.
 3. This Order may be reopened and modified to incorporate any new or revised requirements developed by the District as are necessary to ensure POTW compliance with applicable sludge management requirements promulgated by EPA (40 CFR 503).

-
4. This Order may be reopened and modified to incorporate any significant changes in processes or production rates at **Ohio Turnpike**.

B. Compliance Schedule

1. A compliance schedule shall be formulated on an as need basis as determined by the District. **Ohio Turnpike** is not currently on a compliance schedule.
2. Compliance Schedule Reporting (Only when a compliance schedule is applied)

No later than 14 days following each date in the above schedule, **Ohio Turnpike** shall submit to the District a report including, at a minimum, whether or not it complied with the increment of progress to be met on such date and if not, the date on which it expects to comply with the increment of progress, the reason for delay, and the steps being taken to return the project to the schedule established.

C. Transferability

This Administrative Order, **3033-S-SIU-12**, is issued to **Ohio Turnpike** by the Northeast Ohio Regional Sewer District and shall not be transferable.

D. Records

Ohio Turnpike, subject to the reporting requirements established in this Order and 40 CFR 403.12, shall be required to retain for a minimum of 3 years any records of monitoring activities and results and shall make such records available for inspection and copying by the District.

- E. **Ohio Turnpike** shall install and maintain an on-line flow monitoring/telemetry system. The monitoring/telemetry system shall be installed at the slag leachate recovery system. The metering/telemetry system must report flow and be capable of shutting the pumping system down based on a **District** defined rain event – resulting from precipitation gauges owned and operated by the **District**

PART 7 - DESCRIPTION OF PRETREATMENT SYSTEM

- A. **Ohio Turnpike** does not pretreat leachate wastewater prior to discharge.
- B. Pretreatment System Diagrams and Plans

No pre-treatment system employed.

Fact Sheet

Administrative Order No. 3033-S-SIU-12

**Ohio Turnpike Commission – Interchange 173
682 Prospect Street
Berea, Ohio 44017**

Operational Description / Wastewater Generation:

Ohio Turnpike operates a slag leachate recovery and discharge facility at Interchange 173 (I-80 & I-77). This process is regulated by **40 CFR 403 – General Pretreatment Regulations for Existing and New Sources of Pollution.**

Category	Part	Subpart	Processes	Wastewater Source	Existing or New Source
General Pretreatment Regulations	403	N/A	Slag Leachate Recovery	Leachate	Existing

Sewer Outfall Location/Description/Photos:

The sewer outfall(s) that discharge wastewater from **Ohio Turnpike** are:

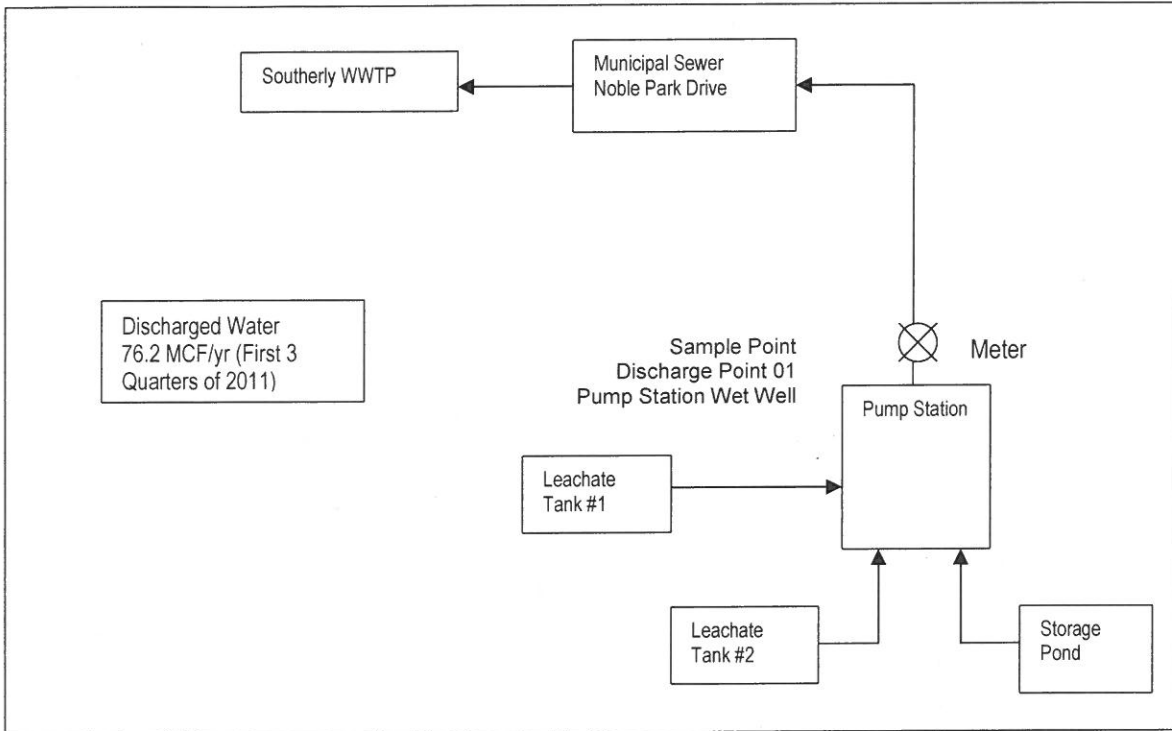
Discharge Point 01: The Discharge Point is the force main termination point at the manhole on Noble Park Drive. This Point receives flow from the slag leachate pump station. The slag leachate pump station receives flow from existing leachate tanks #1 & #2, and a surface water storage pond. The leachate tanks and storage pond receive leachate flow from storm sewers and surface flow respectively.

Wastewater Flow History:

Flow (MCF)	Discharged Water (1)
2011	76.2

(1) Discharged water taken from District Direct Bill invoices. Discharge water value represents the first three quarters of 2011.

Flow Schematic (2011 Flows):



Production History

Production data is not required for **Ohio Turnpike**.

Limit Calculations

Local Limits are the applicable limitations.

Self Monitoring Parameter Selection:

The self-monitoring pollutants selected for analysis include COD & Suspended Solids. **Ohio Turnpike** shall report quarterly totalized flow.

Facility History

Date	Event
2/23/11	UST Temporary Permit Number 2-284 issued.

RECEIVED

JUL 21 2014

MAINTENANCE
ENGINEER

July 18, 2014

Mr. Chris Matta
Ohio Turnpike Commission
682 Prospect Street
Berea, Ohio 44017

Re: Addendum to Administrative Order 3033-S-SIU-12, Modification of Supplemental Effluent Limitations

Dear Mr. Matta:

The Northeast Ohio Regional Sewer District (NEORS) hereby issues an addendum to Administrative Order 3033-S-SIU-12, issued to your facility (see attachment). This addendum became effective on June 24, 2014 and modifies the list of pollutants regulated under Part 2, Supplemental Limitations. Specifically, this addendum adds a limitation for Selenium; modifies the limitations for Copper, Zinc, 1,1,1-Trichloroethane, Carbon Disulfide, Carbon Tetrachloride, Chlorobenzene, Isobutanol, Methylene Chloride, Nitrobenzene, Tetrachloroethylene, and Trichloroethylene; and eliminates the numerical limitation for Spent Chlorofluorocarbon Solvents, which are now prohibited as per the District's Title II, Section 2.0301 (q), as is ethylene glycol as per Section 2.0301 (p). The Maximum Allowable discharge concentrations for these parameters are listed in the attachment.

If you have any questions regarding this modification to your Administrative Order please contact me at (216) 641-6000.

Sincerely,



Scott C. Broski, Manager
Water Quality and Industrial Surveillance

Attachment

cc: Company File

JUL 21 2014

MAINTENANCE
 ENGINEER

ATTACHMENT – Addendum (Effective June 24, 2014)

Supplementary Effluent Limitations

Parameter	Concentration (mg/L)
Cadmium	2
Chromium Hexavalent	10
Chromium Total	25
Copper	1.62
Lead	2
Nickel	10
Selenium	0.63
Zinc	12.1
Amenable Cyanide	2
Total Cyanide	10
1,1,1-Trichloroethane	2.758
Benzene	0.014
Carbon Disulfide	0.005
Carbon Tetrachloride	0.011
Chlorobenzene	2.29
Creosols (m-, o-, or p-)	25
Cresylic Acid	25
Ethylbenzene	1.659
Isobutanol	0.035
Methyl Ethyl Ketone	250
Methylene Chloride	4.131
Nitrobenzene	5.097
o-Dichlorobenzene	4.894
Phenols	50
Tetrachloroethylene	0.946
Toluene	2.075
Trichloroethylene	0.026
Xylenes (o-, m-, or p-)	2.091
Maximum Combined Solvents	250

Leachate Removal and Disposal Companies

Requisition Archive Search Report

<i>Year</i>	<i>Req. No.</i>	<i>Description</i>	<i>Awarded Vendor</i>	<i>PO</i>	<i>Contract No.</i>
<u>2014</u>					
JC	R8168	Leachate Removal, Transport, and Disposal	HYDROCHEM LLC	20144219CO	4219
<u>2012</u>					
CA	N8464	Disposal of Slag Leachate Waste Water	INLAND WATERS OF OHIO	20124181CO	4181
<u>2011</u>					
CA	M4567	Leachate Removal, Transport, and Disposal	INLAND WATERS OF OHIO	20111198BO	
<u>2010</u>					
CM	L8538	Disposal of Leachate Wastewater	Enviro-Clean	4143	4143
<u>2009</u>					
CA	K4538	Leachate Disposal	Inland waters of Ohio, Cleveland, OH	20094119-CO	4119
<u>2008</u>					
CA	J8533	Leachate Disposal	Ake Laboratory, Inc., Bedford, OH		4097
<u>2007</u>					
	H4543	Leachate Disposal	Clean Harbors Environmental Services		4073
<u>2006</u>					
	G8554	Leachate Disposal	09/13/06		4053
<u>2005</u>					
	F4609	Leachate Disposal Transport and Disposal Contract	Clean Harbors Env. Services		4030
<u>2004</u>					
	E9169	Leachate Disposal Transport and Disposal Contract	AKE LABORATORY		3986
<u>2003</u>					
	D5624	Leachate Disposal Transport and Disposal Contract	AKE Laboratory, Inc.		3951
<u>2002</u>					
	C9525	Cistern for Exit 11 Leachate Reclamation		20020894PO	
	C9543	Leachate Disposal at General Environmental Management		20021010BO	
	C9554	Leachate Disposal at Chemtorn		20021101BO	
	C9555	Leachate Disposal Transport and Disposal Contract	AKE Laboratory Inc.		3893

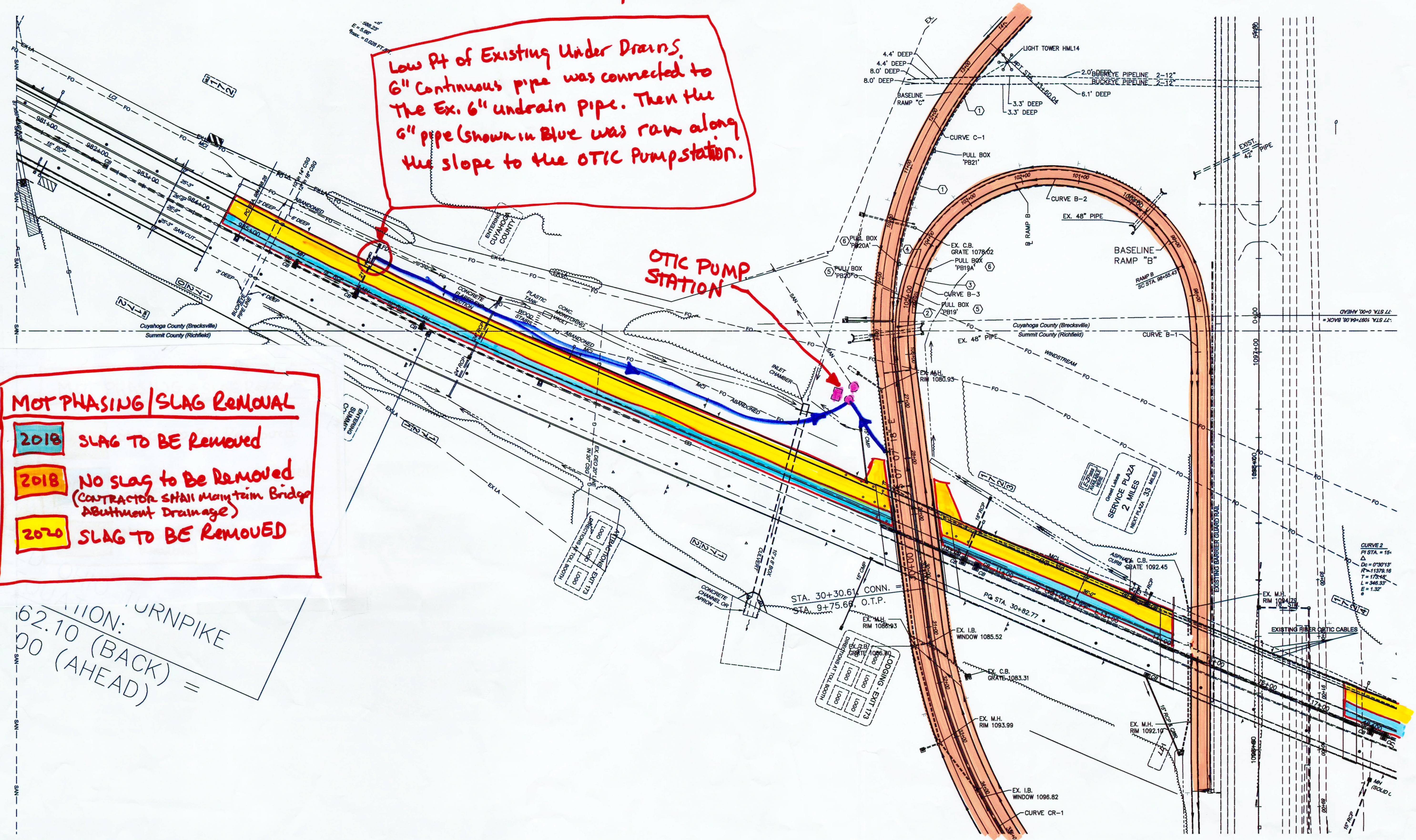


Low Pt of Existing Under Drains.
 6" Continuous pipe was connected to
 The Ex. 6" undrain pipe. Then the
 6" pipe (shown in Blue) was ran along
 the slope to the OTIC Pump station.

MOT PHASING / SLAG REMOVAL

- 2018** SLAG TO BE REMOVED
- 2018** NO SLAG TO BE REMOVED
(CONTRACTOR SHALL MAINTAIN BRIDGE ABUTMENT DRAINAGE)
- 2020** SLAG TO BE REMOVED

STATION: TURNPIKE
 62.10 (BACK) =
 00 (AHEAD) =



**SLAG REMOVAL DRAWING
 FOR INFORMATION ONLY**

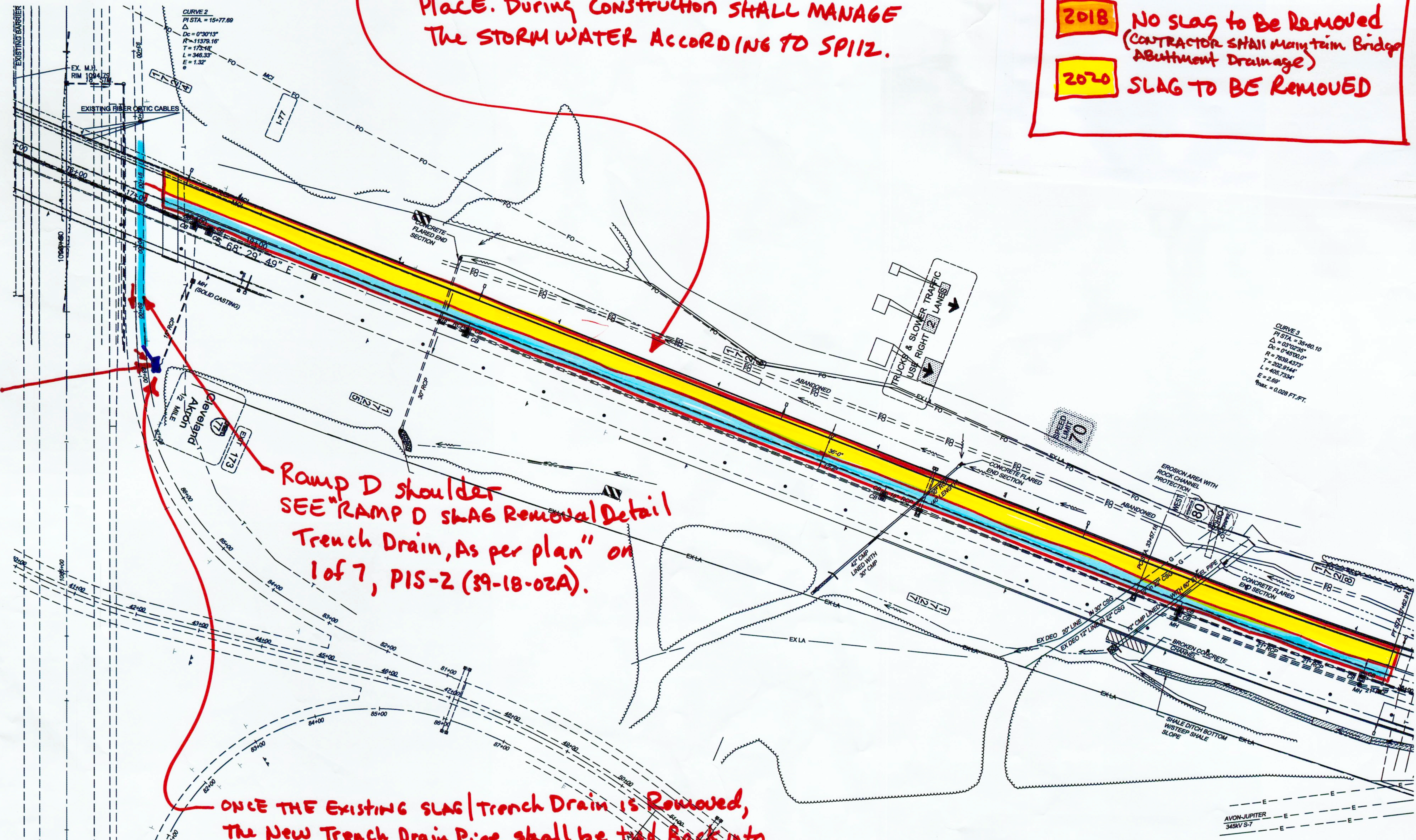
SHEET 1 of 3.



THE EAST SIDE OF I-77 CURRENTLY HAS NO DRAINAGE COLLECTION SYSTEM IN PLACE. DURING CONSTRUCTION SHALL MANAGE THE STORM WATER ACCORDING TO SPIIZ.

MOT PHASING / SLAG REMOVAL

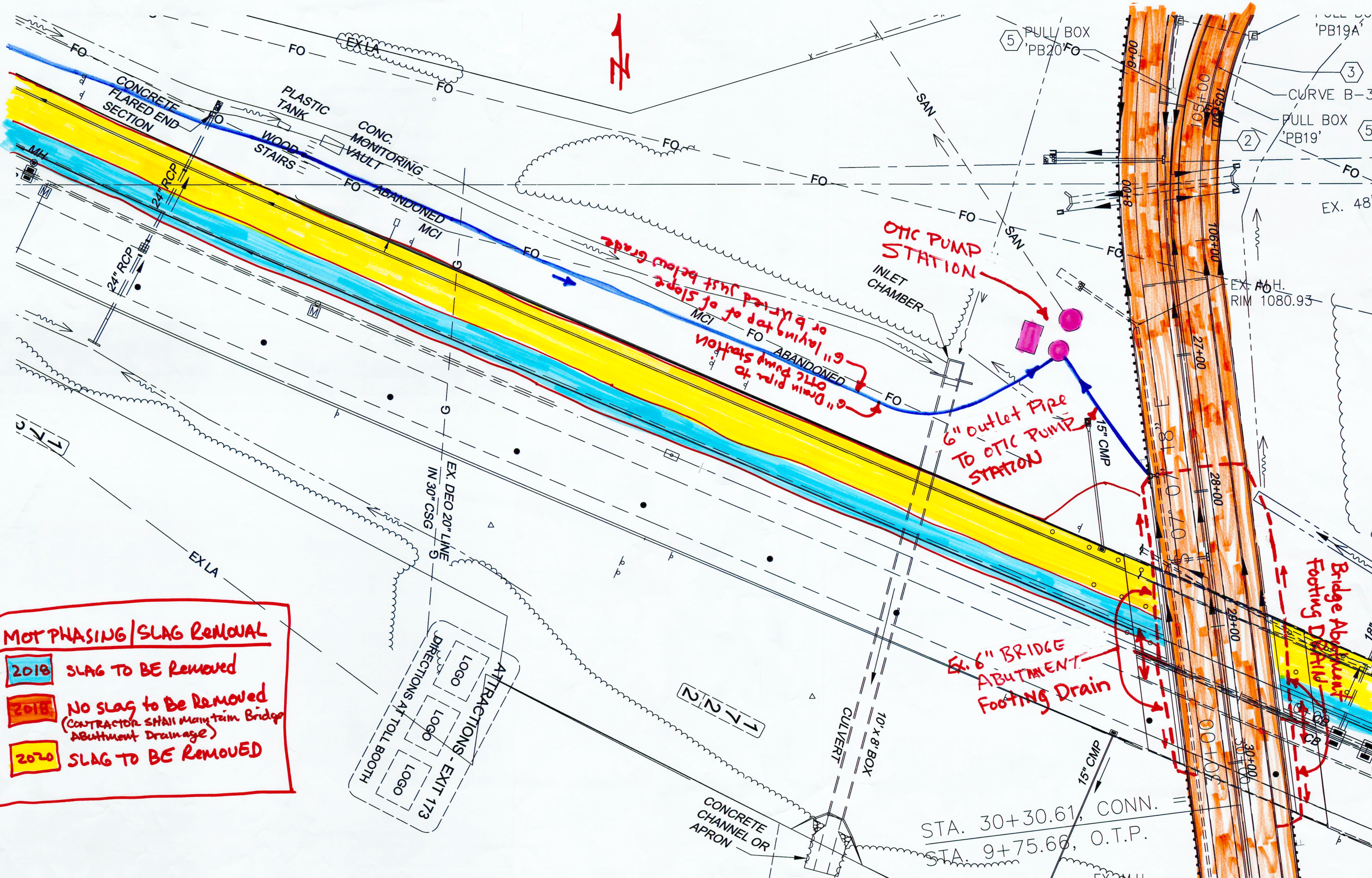
- 2018** SLAG TO BE REMOVED
- 2018** NO SLAG TO BE REMOVED (CONTRACTOR SHALL MAINTAIN BRIDGE ABUTMENT DRAINAGE)
- 2020** SLAG TO BE REMOVED



EX. OTIC CONCRETE BURED TANK

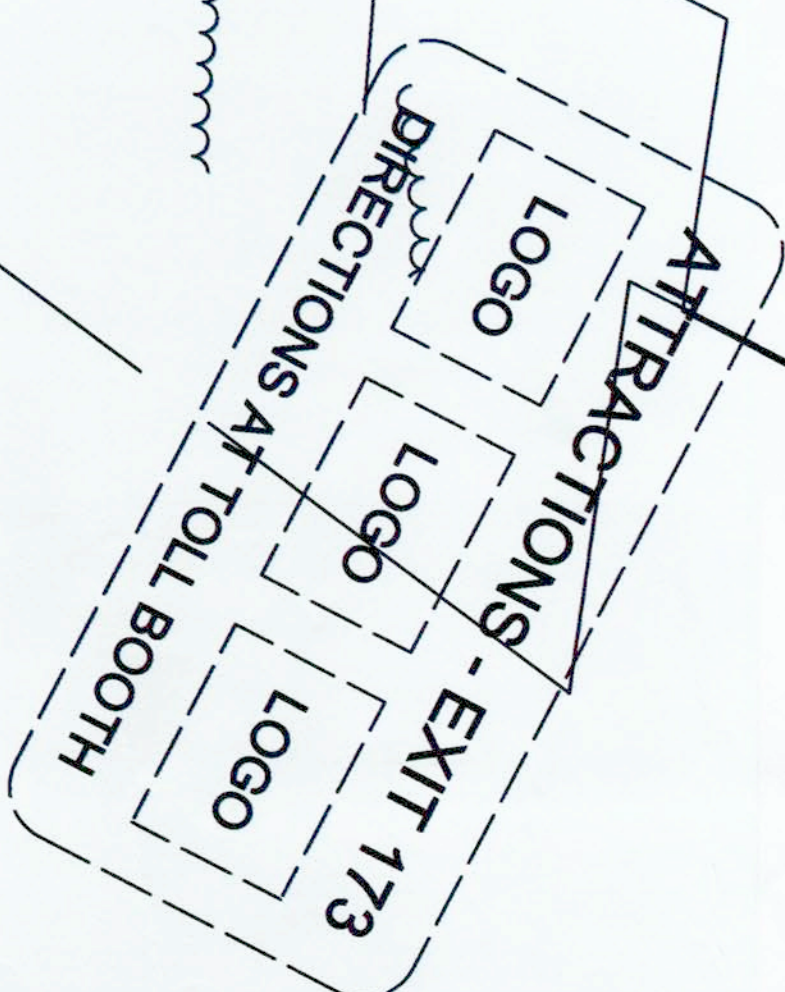
RAMP D SHOULDER SEE "RAMP D SLAG REMOVAL DETAIL TRENCH DRAIN, AS PER PLAN" ON 1 OF 7, PIS-2 (19-18-02A).

ONCE THE EXISTING SLAG / TRENCH DRAIN IS REMOVED, THE NEW TRENCH DRAIN PIPE SHALL BE TIED BACK INTO THE HOLDING TANK. OTIC CURRENTLY HAS THIS TANK PUMPED OUT. DURING CONSTRUCTION, OTIC WILL CONTINUE TO HAVE THIS TANK PUMPED OUT AT NO COST TO THE CONTRACTOR.



MOT PHASING / SLAG REMOVAL

- 2018 SLAG TO BE REMOVED
- 2018 NO SLAG TO BE REMOVED
(CONTRACTOR SHALL MAINTAIN BRIDGE ABUTMENT DRAINAGE)
- 2020 SLAG TO BE REMOVED



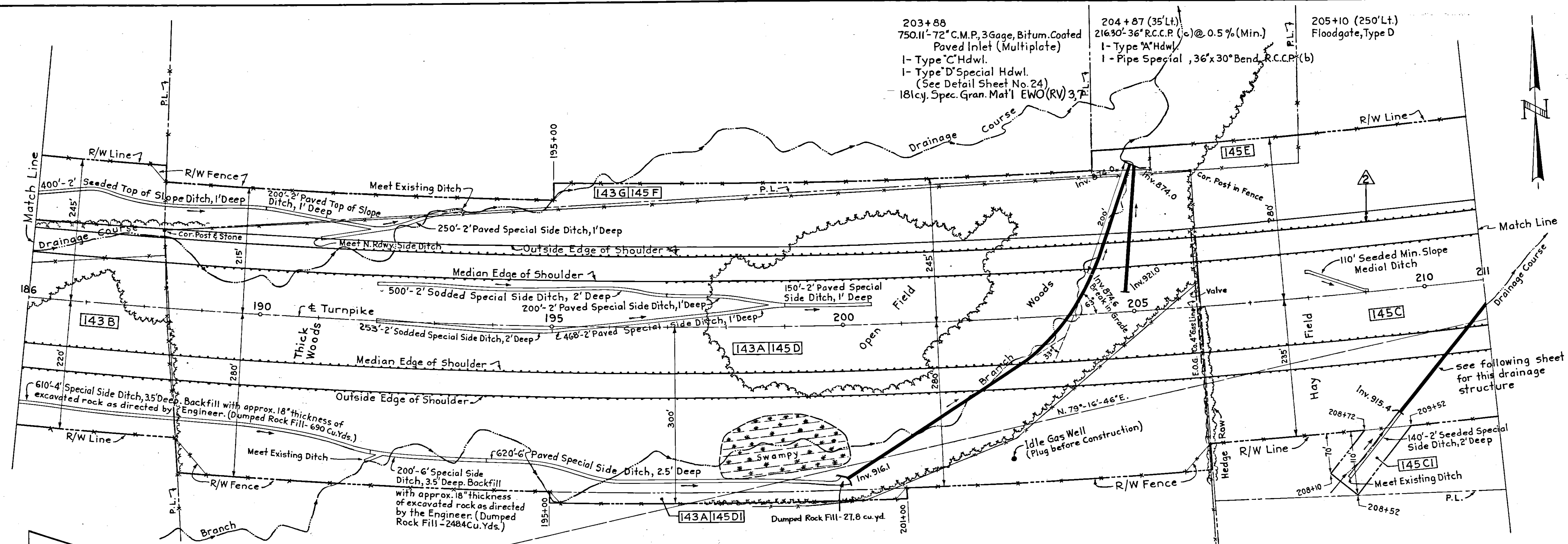
EX. 6" BRIDGE ABUTMENT FOOTING DRAIN

Bridge Abutment Footing Drain

24" RCP to be removed or buried just below grade
6" laying top of slope
6" Drain pipe to OTC Pump Station

OTC PUMP STATION
INLET CHAMBER
6" outlet pipe TO OTC PUMP STATION

STA. 30+30.61, CONN.
 STA. 9+75.66, O.T.P.

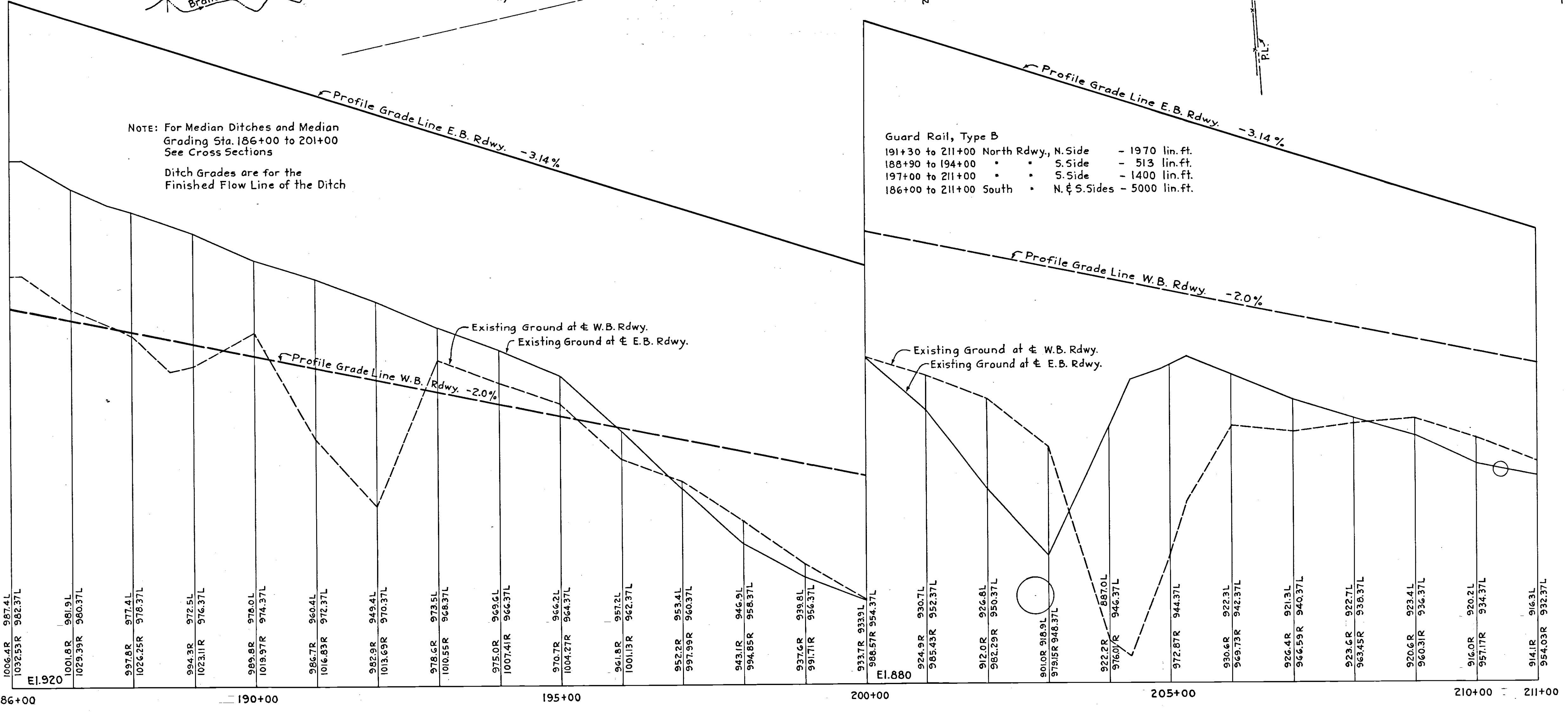


203+88
750.11'-72" C.M.P. 3 Gage, Bitum. Coated
Paved Inlet (Multiplate)
1- Type 'C' Hdwl.
1- Type 'D' Special Hdwl.
(See Detail Sheet No. 24)
181cy. Spec. Gran. Mat'l EWO(RV) 3.7

204+87 (35' Lt.)
21630'-36" R.C.C.P. (c) @ 0.5% (Min.)
1- Type 'A' Hdwl.
1- Pipe Special, 36"x30" Bend, R.C.C.P. (b)

205+10 (250' Lt.)
Floodgate, Type D

QUANTITIES					
No.	Item	Location & Remarks	Unit	Estimated Quantity	Final Quantity
E-1	Rdwy. Excav.		c.y.	14,190	22106.6
E-3	Chnl Excav.		c.y.	4,710	4046.9
E-11	Water		M.G.	1,900	408.9
I-15	Gd. Rl, Type B		I.F.	8,880	888.3
I-23	Fm Fld Fencing		I.F.	5,105	5125.3
I-26	Perm. Mon. & Sta. Markers		Ea.	1	0
I-28	Temp. Cattle Fence		I.F.	500	
L-3	Place 5' x 4' Topsoil		S.Y.	7,410	561.2
L-9	Com'l Fertilizer	(10-20-10)	Tons	0.3	0.46
L-9	Ag. Grnd Lmst'n		Tons	3.0	2.32
L-9	Seed & Protect	Type A	S.Y.	7,410	561.2
L-10	Sodding		S.Y.	1,720	75.1
L-19	Seed & Mulch		S.Y.	77,290	80,537
E-2	Excav. for Struct.		c.y.	1,060	3015.40
I-2	36" Sid. Str. R.C.C.P. (b)		I.F.	256	0
I-10	D'imp Rock Fill		c.y.	928	966.2
I-14	Paved Ditches	4" Thickness	S.Y.	2,050	2137.67
S-1	Class 'C' Conc.		c.y.	28	40.77
S-4	Reinf. Steel		lbs.	1,765	202.3
S-27	72" C.M.P. (3 Gage) Multiplate		I.F.	755	750.11
I-5	Pipe Specials, 30" Bend x 36" R.C.C.P. (b)		Ea.	2	1
I-22	Selected Sub-base		c.y.	7,545	711.6
T-33	Bitum. Macadam Surface Course		S.Y.	10,005	10003.4
T-71	Reinf. Port. Cement Conc. Pav't 10"		S.Y.	13,338	13337.9
I-2	36" Sid. Str. R.C.C.P. (c)		I.F.	0	216.30



NOTE: For Median Ditches and Median Grading Sta. 186+00 to 201+00 See Cross Sections
Ditch Grades are for the Finished Flow Line of the Ditch

Guard Rail, Type B
191+30 to 211+00 North Rdwy, N. Side - 1970 lin. ft.
188+90 to 194+00 " " S. Side - 513 lin. ft.
197+00 to 211+00 " " S. Side - 1400 lin. ft.
186+00 to 211+00 South " N. & S. Sides - 5000 lin. ft.

ADDENDUM NO. 4 1/30/18
FOR REFERENCE AND INFORMATION ONLY

ADDED 3rd W.B. LANE DFC 8-82
"AS-BUILT PLANS" DEM 73056

OHIO TURNPIKE COMMISSION
OHIO TURNPIKE PROJECT NO. 1
PLAN AND PROFILE
SUMMIT COUNTY
STA. 186+00 TO STA. 211+00

HAZELET & ERDAL
CONTRACTING ENGINEER
DESIGN SECTION D.4

DESIGNED: _____ CHECKED: _____ DATE: _____
DRAWN: _____ IN CHARGE: _____ SCALE: 1"=10'-0"