



OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
682 Prospect Street
Berea, Ohio 44017
(440) 971-2081

LOI NO. 7-2023

**REQUEST FOR LETTERS OF INTEREST (LOIs) FOR WETLAND
MONITORING SERVICES FOR PROJECT NO. 99-23-05**

Wetland Monitoring
Project No. 99-23-05
Toll Plaza 4
Williams County, Ohio

ISSUE DATE: APRIL 17, 2023

INQUIRY END DATE: 5:00 PM (Eastern) on MAY 1, 2023

**LETTERS OF INTEREST DUE
DATE: 5:00 P.M. (Eastern) MAY 15, 2023**

**COMMISSION MEETING: AUGUST 21, 2023 (anticipated meeting
for contract award; subject to change)**

The SBE goal for this project is waived

In lieu of taking exceptions to the Request for Letters of Interests requirements, including but not limited to terms and conditions, scope of work statements, service levels requirements, etc., or providing assumptions that may be unacceptable to the Commission, Respondents are strongly encouraged to use the inquiry process in PART VI of this Request for Letters of Interest.

SUBMITTED BY:

COMPANY NAME _____

CONTACT NAME _____

STREET ADDRESS _____

CITY AND STATE _____

ZIP CODE _____ TELEPHONE NUMBER _____

EMAIL ADDRESS _____

TABLE OF CONTENTS

PART I.	BACKGROUND INFORMATION	1
PART II.	ASSISTANCE FROM COMMISSION PERSONNEL.....	1
PART III.	LOI REQUIREMENTS	1
PART IV.	FORM CONTRACT REQUIREMENTS.....	3
PART V.	SUBMISSION REQUIREMENTS	3
PART VI.	INQUIRY SUBMISSION INSTRUCTIONS.....	3
PART VII.	LOI SUBMISSION INSTRUCTIONS	4
PART VIII.	EVALUATION OF LOIs	4
PART IX.	OFFICE OF EQUITY AND INCLUSION.....	6
PART X.	DEVIATIONS, EXCEPTIONS AND ADDENDA TO REQUEST FOR LOIs.....	6
PART XI.	LEGAL REQUIREMENTS.....	7
PART XII.	ONLINE NOTARY PUBLIC SERVICES	8
PART XII.	APPEAL PROCESS	9

APPENDIX A- Scope of Services

APPENDIX B – Form of Contract for Professional Engineering Services

APPENDIX C – Non-Collusion Affidavit

APPENDIX D – Ethics Policy

APPENDIX E –Affirmation and Disclosure of Public Funds Expenditure on Offshore Services (Executive Order 2019-12D)

APPENDIX F –Affirmation and Disclosure of Public Funds Expenditure on Offshore Services (Executive Order 2022-02D)

**REQUEST FOR LETTERS OF INTEREST (LOIs) FOR
WETLAND MONITORING SERVICES FOR PROJECT NO. 99-23-05**

PART I. BACKGROUND INFORMATION

The Ohio Turnpike and Infrastructure Commission (“Commission”), a body corporate and politic constituting an instrumentality of the State of Ohio, is responsible for operating and maintaining the Ohio Turnpike, a toll road officially known as the James W. Shocknessy Ohio Turnpike. The Ohio Turnpike is a limited access highway extending 241 miles across northern Ohio. Additional information regarding the Commission and the Ohio Turnpike can be found at <https://www.ohioturnpike.org/home>.

The Commission issues this Request for Letters of Interest seeking to select a qualified consultant (“Consultant”) to provide professional engineering services that include wetland monitoring and reporting for a newly constructed wetland facility at the Commission’s Toll Plaza 4, as further described in Appendix A, for Project No. 99-23-05 – Wetland Monitoring, Toll Plaza 4, Williams County, Ohio (the “Project”).

Letters of Interest shall serve to provide information for the Commission to evaluate the Respondent’s qualifications to perform the services required for the Project. The Commission intends to select one consultant to enter into an agreement for the Project based on the LOI submittals. The total anticipated contract duration will be ten (10) years, from January 1, 2024, through December 31, 2033, but is intended to be managed in two (2) year increments.

Those firms interested in responding to the Request for Letters of Interest must have a completed “Request for Qualifications” (“RFQ”) package for calendar years 2023-2024 on file with the Commission to be considered as a potential Respondent. If a firm has not already responded to the RFQ, the RFQ package may be obtained through the inquiry process and its response submitted simultaneously with the LOI.

Any person responding (a “Respondent”) must clearly demonstrate depth of experience in providing wetland monitoring services, including familiarity with the various methodologies and industry best practices for performing the required tasks. Demonstrated experience in providing the necessary services is required, including an understanding of USACE and Ohio EPA permit requirements.

PART II. ASSISTANCE FROM COMMISSION PERSONNEL

Commission personnel will be assigned to assist, as needed, with the coordination of the various aspects of any assignments. Commission personnel will also make available all documents in the Commission’s possession to the Consultant required for completion of its duties. Generally, the Commission’s Chief Engineer will administer and manage the contract for the Consultant’s services.

PART III. LOI REQUIREMENTS

The general nature and scope of work for the Project are set forth in Appendix A (“Scope of Services”). The Commission expects that Respondents will have experience in providing the services of this nature and should understand the general scope of the services necessary to successfully fulfill the Commission’s

requirements. Respondents should prepare Letters of Interest that are concise and that include an explicit response to the items listed below:

1. Plainly identify the Consultant's legal name, contact person(s) and their email, phone number and physical address. Describe your organizational structure, staffing of the project, and specify the number of professional personnel by discipline based in the Ohio office(s) in which a bulk of the services will be performed.
2. List the types/categories of services for which the Consultant has a current Qualifications Statement on file with the Commission in response to the 2023-2024 RFQ and all ODOT Prequalifications, including Protective Coatings Inspection.
3. List the Project Manager and other key staff members including key subconsultant staff. Address the experience of the key staff members on similar projects. Provide a one (1) page résumé of the proposed Project Manager. The proposed Project Manager must be a professional engineer registered in the State of Ohio. Additionally, provide an organizational chart and no more than half-page resumes for each staff member assigned to the Project, which shall not exceed two (2) pages. The two (2) page limit applies to the resumes only. Resumes should include the qualifications of the key staff, descriptions of work performed on similar projects and location(s) of offices from which staff members will provide services.
4. Describe your firm's approach to quality control and any programs for providing technical direction and administrative control to assure conformance with industry-accepted standards of quality for the Project.
5. List significant subconsultants, their categories of service, qualifications, and the percentage of work to be performed by each proposed subconsultant.
6. Provide a description of your Project approach, not to exceed two (2) pages. Confirm the firm's understanding of the project, including USACE and Ohio EPA permit requirements, proposed technical approach, cost containment practices, innovative ideas for this type of project and any other relevant information concerning your firm's qualifications to perform the services contemplated under the project.
7. Describe the capacity of your firm's staff and its ability to perform the work in a timely manner relative to present workload and the availability of assigned staff.
8. Provide references from three (3) organizations other than the Ohio Turnpike and Infrastructure Commission for similar projects and services completed in the past three (3) years. For each reference, provide a contact name and phone number.
9. List all services performed for the Ohio Turnpike and Infrastructure Commission over the last five (5) years.
10. The Respondent's good faith efforts to commit to a significant economic presence in Ohio shown by:
 - a. A statement that Respondent is registered and licensed to do business in the State of Ohio with the offices of the Secretary of State and include with the proposal a copy of its certificate or other similar document(s) confirming Respondent is registered and licensed to do business in the State of Ohio;
 - b. A statement of whether Respondent pays taxes to the State of Ohio and if so, a statement that Respondent is not in arrears in the payment of required taxes;
 - c. A statement of whether Respondent has offices or facilities in Ohio (i.e., sales offices, divisions, sales outlets or manufacturing facilities) or identify facilities that demonstrate

- Respondent's capital investment to Ohio (including commitments to make such capital investment as part of its proposal, as applicable); and
- d. A statement of Respondent's actions that would reasonably be expected to employ Ohio residents, increase tax revenues in the area, provide opportunities to support local businesses and/or support community and social initiatives (i.e., local government, health and wellness, education, diversity and inclusion, philanthropic or other).

Items 1 through 10 must be included in the LOI on single sided 8 1/2" x 11" sheets of paper and shall be in no smaller than size 11 font. The Letter of Interest shall not exceed fifteen (15) pages. A one (1) page cover letter and a Table of Contents may be included and will not be considered as part of the page limit. Items B, C, D and E listed in PART V below are excluded from the page limit.

PART IV. FORM CONTRACT REQUIREMENTS

In submitting a Letter of Interest, the Respondent agrees to sign the Contract for Professional Engineering Services attached as Appendix B, incorporating the Scope of Services, within ten (10) days of the Commission's delivering of a notice of award.

PART V. SUBMISSION REQUIREMENTS

For Respondent's Letter of Interest to be responsive, Respondent must submit the following:

- A. A Letter of Interest addressing the items listed in PART III.
- B. An explanation of any concerns, requested information or exceptions related to the Request for LOIs, Scope of Services or the Contract for Professional Engineering Services (attached as Appendix B).
- C. A completed, signed, and notarized Non-interest/Non-collusion Affidavit (see Appendix C attached hereto; see also, Ethics Policy attached as Appendix D which is referenced in the affidavit).
- D. Completed and Signed Affirmation and Disclosure Form (Executive Order 2019-12D) Governing the Expenditure of Public Funds on Offshore Services (see Appendix E attached hereto).
- E. Completed and Signed Affirmation and Disclosure Form (Executive Order 2022-02D) State of Ohio's Response to Russia's Unjust War on the Country of Ukraine (see Appendix E).

PART VI. INQUIRY SUBMISSION INSTRUCTIONS

All interested parties are welcome to submit specific questions or requests for clarifications of the LOI requirements. Respondents are expected to raise any questions, exceptions, or additions they have concerning the LOI prior to the end of the Inquiry Period indicated on the cover page. These questions shall be addressed in writing and **emailed to purchasing@ohioturnpike.org**. **Do not contact the Commission by phone. Do not direct questions regarding the Request for LOIs to anyone other than through the email address provided.** At the completion of the Inquiry Period, a summary of all questions and answers will be compiled, posted on the Commission's website

(<https://www.ohioturnpike.org/business/doing-business-with-us/rfps>), and provided via email to the interested parties on file. In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this Request for Letters of Interest, addenda will be posted publicly (at the same link as answers) and provided directly to all recipients of this Request for Letters of Interest.

PART VII. LOI SUBMISSION INSTRUCTIONS

Respondents must timely submit its Letters of Interest electronically to purchasing@ohioturnpike.org in pdf format by the deadline specified on the cover page of this Request for Letters of Interest. Paper copies received will be considered non-responsive.

PART VIII. EVALUATION OF LOIs

The Commission will form an Evaluation Team consisting of members of the Commission Engineering staff to review the Letters of Interest. Respondents may be required to make a presentation to the Evaluation Team. A Contract will be awarded, if any award be made, to the Respondent determined to be the most qualified to perform the required services. In determining whether a Respondent is responsive, the Commission will consider the Respondent's experience, conduct and performance on previous contracts (if any) and ability to execute the Contract properly. Factors that may be considered by the Commission are:

- A. Competence to perform the required professional design services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services;

20 raw points (27.5 weighted points)

- Project Manager – 5 points (given a 2.00 weighted factor)
- Key Staff Assignments – 5 points (given a 1.50 weighted factor)
- Qualifications of Subconsultants – 5 points (given a 1.00 weighted factor)
- Subcontracted Amount – 5 points (given a 1.00 weighted factor)

- B. Ability of the responding firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services or design-build services competently and expeditiously;

15 raw points (20 weighted points)

- Organization – 5 points (given a 2.00 weighted factor)
- Proposed Schedule – 5 points (given a 1.00 weighted factor)
- Backlog with OTIC – 5 points (given a 1.00 weighted factor)

- C. Past performance of the responding firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting of deadlines;

15 raw points (15 weighted points)

- Past Performance with OTIC (given a 1.00 weighted factor)
- Past Performance with other Public/Govt. (given a 1.00 weighted factor)
- Quality Control (given a 1.00 weighted factor)

- D. Any other relevant factors as determined by the Commission, including but not limited to completion and submission of all items required under this Request for Letters of Interest, and any exceptions or requested deviations;

20 raw points (37.5 weighted points)

- Understanding of Project – 5 points (given a 2.50 weighted factor)
 - Complete Tasks Defined in Scope of Services – 5 points (given a 2.00 weighted factor)
 - Innovative Approach – 5 points (given a 2.00 weighted factor)
 - Completion and Submission of All Items Required under the LOI – 5 points (given a 1.00 weighted factor)
- E. Committing to a plan for meeting or exceeding the SBE Goal or satisfactorily demonstrating use of Good Faith Efforts to attain SBE certified firms' participation on the Project – pass/fail.
- F. Disclosure of any conflict of interest – [pass/fail]
- G. Fostering competition and economic development – [pass/fail]
- H. Respondent's good faith efforts to commit to a significant economic presence in Ohio. The determination of good faith efforts, which is graded as a "pass/fail", is based on consideration of the quality, quantity and intensity of the actions taken. "Significant Ohio economic presence" means "business organizations that (1) have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or which facilities demonstrate capital investment to Ohio; and (2) pay required taxes to the State of Ohio; and (3) for corporations, are registered and licenses to do business in the State of Ohio with the offices of the Secretary of State. – [pass/fail]

Following the ranking of the Letters of Interest submitted, a "Scope of Services" meeting will be held with the top-ranked Respondent to ensure the Respondent's understanding of the contract requirements and fee negotiations may commence. Following this meeting, the Respondent shall submit to the Commission its proposed hourly billing rates and classifications for all permanent employees in accordance with the Ohio Turnpike and Infrastructure Commission Professional Services Method of Compensation – Hourly Billing Current FY Summary, and a fee proposal for all tasks defined at the Scope of Services meeting. The top-ranked Respondent's fee will be compared to the Commission's estimates. If necessary, the Commission will attempt to negotiate a mutually acceptable fee. If those negotiations are unsuccessful, the process will be repeated with the Respondent that submitted the next ranked Letter of Interest. Following successful negotiations, a contract will be entered into based on the Scope of Services.

Once the top-ranked Respondent is determined, the Commission will update the list of Respondents identifying the top-ranked firm and indicating that contract negotiations are pending. The list of Respondents is posted on the Commission's website <https://www.ohioturnpike.org/business/doing-business-with-us/engineering-services>.

PART IX. OFFICE OF EQUITY AND INCLUSION

The Commission adopted its Small, Minority Business Inclusion Program in 2016 to ensure that businesses certified as a Small Business Enterprise (SBE), Minority Business Enterprise (MBE), and/or Disadvantaged Business Enterprise (LDBEs) have the fullest possible opportunity to participate in contracts involving the expenditure of Commission funds. The program is administered by the Commission's Office of Equity and Inclusion (OEI), which reviews each proposed contract and determines if opportunities exist and if so, applies a goal to the proposed contract. In some cases, no goal is applied to a proposed contract due to a lack of opportunity and availability of certified businesses.

The Commission's Office of Equity and Inclusion Standards and Practice Manual for the Small, Minority and Disadvantaged Business Inclusion Program is available on the Commission's website at <https://www.ohioturnpike.org/business/oei>.

When a goal is identified in an LOI, the respondent must submit the documentation provided by the Commission to show how the respondent will meet the goal. When the goal is waived, respondents are strongly encouraged to use "good faith efforts" or necessary and reasonable actions that would reasonably be expected to attain SBE or MBE or LDBE participation in the respondent's performance of the scope of work.

Additionally, whether the Commission applies a goal to a proposed contract or not, the program standards provide that the Commission may apply an evaluation credit of five percent (5%) to the total points awarded for responses received from SBEs, or MBEs and LDBEs consultants to perform the personal or professional services set forth in the Scope of Services. The Commission may apply this credit in the evaluation process for responses submitted in response to this Request for LOIs.

For questions about the Commission's Small, Minority and Disadvantaged Business Inclusion Program, please visit the Commission's website at <https://www.ohioturnpike.org/business/oei>.

PART X. DEVIATIONS, EXCEPTIONS AND ADDENDA TO REQUEST FOR LOIs

Respondents should raise any questions, exceptions or requested changes they have concerning the Request for LOIs during the Inquiry Period. If a Respondent discovers any ambiguity, error, conflict, discrepancy, omission or other deficiency in this Request for LOIs, that Respondent should immediately notify the Commission of such error and request modification or clarification of the Request for LOIs in accordance with the procedures outlined in PART VI. In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this Request for LOIs, addenda will be issued and posted on the Commission's website (<https://www.ohioturnpike.org/business/doing-business-with-us/rfps>) to modify the necessary provisions of the Request for LOIs.

Respondents should specify in the Proposals whether they take exception to any of the Scope of Services or the form Contract. If a Respondent fails to notify the Commission of a known error in the Request for LOIs, and a contract is awarded to that Respondent, that Consultant shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Commission reserves the right to make changes to the scope of this Request for LOIs and to clarify any of the requirements, information and/or provisions of this Request for LOIs as it deems necessary. Any changes to the Request for LOIs will be made via addenda issued prior to the submission deadline. The Commission further reserves the right, if necessary, to extend the submission deadline.

PART XI. LEGAL REQUIREMENTS

The Respondent is required to adhere to the rules and regulations promulgated by the Commission and the State of Ohio, and all terms and conditions set forth in this Request for LOIs. Additionally, the Respondent agrees to the following:

- A. A Respondent may withdraw or modify its proposal only if notice of such withdrawal or modification is prior to the Letter of Interest due date as identified on the front cover of this Request for LOIs.
- B. Once opened, the Respondent agrees that its Letter of Interest cannot be altered, modified, or withdrawn.
- C. By submitting a Letter of Interest, the Respondent acknowledges it has read this Request for LOIs, understands it, and agrees to be bound by the terms and conditions set forth herein.
- D. The Commission is not responsible for the accuracy of any information regarding this Request for LOIs that was gathered through a source other than the Commission's website or the inquiry process described above.

The Commission reserves the right to:

- A. Reject any and all Letters of Interest in whole or in part;
- B. Require any Respondent to submit additional written or oral clarification of their Letter of Interest and to meet with any, but not necessarily all, of the Respondents to obtain additional information and/or clarification and/or to negotiate terms of any Letter of Interest submitted;
- C. May consider financial information other than any financial information required by this Request for Letters of Interest (if any) as part of the evaluation process, including but not limited to credit reports from third-party reporting agencies.
- D. Enter into a Contract with the Consultant on the basis of the Letter of Interest submitted, without written or oral modifications thereto; and
- E. Waive minor irregularities noted in a Letter of Interest when in the best interest of the Commission.

Under no circumstances will the Commission be responsible for any costs incurred by any Respondent in submitting a Letter of Interest.

Executive Order 2019-12D - Governing the Expenditure of Public Funds for Offshore Services - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was signed on March 4, 2019, and will automatically expire ten (10) calendar days after Governor DeWine's last day as Governor of Ohio unless rescinded before then.

- A. The Commission shall not enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States.
- B. Contractors and Consultants must complete the Affirmation and Disclosure Form, attached hereto as Appendix E, affirming the Contractor/Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Contractor/Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, the Contractor/Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

Executive Order 2022-02D - State of Ohio's Response to Russia's Unjust War on the Country of Ukraine - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was issued on March 3, 2022, and will remain in effect unless rescinded or modified by a future Executive Order of the Governor.

- A. The Commission will not enter into any contract to purchase services provided outside of the United States or that allows Commission data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of a Contract, the Commission reserves the right to recover any funds paid for services the Contractor/Consultant performs outside of the United States for which it did not receive a waiver. The Commission will not waive any other rights and remedies provided to the Commission in a Contract.
- B. The Commission will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of a Contract, the Commission reserves the right to recover any funds paid to Contractor/Consultant for purchases or investments in a Russian institution or company . These provisions will expire when the applicable Executive Order is no longer effective.
- C. The Contractor/Consultant must complete the Contractor/Subcontractor Affirmation and Disclosure Form, attached hereto as Appendix F, affirming the Contractor/Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Contractor/Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor/Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

PART XII. ONLINE NOTARY PUBLIC SERVICES

The Commission has the capability to provide online notary public services which are available to any respondent without access to a notary public for documents that must be notarized and submitted with a bid. Please allow at least 3 business days to process any request for online notary public services. Requesting party must have computer internet access and a webcam. Please contact the Commission at purchasing@ohioturnpike.org for online notary public information and services.

PART XIII. APPEAL PROCESS

Any aggrieved Respondent desiring to challenge the award of a contract as a result of this Request for Letters of Interest must state its complaint in writing, through electronic submission in pdf format to purchasing@ohioturnpike.org within five (5) calendar days of notification of the contract award. Upon receipt of a timely challenge, one or more representative(s) of the Commission shall meet with the protesting party to hear its objections. ORC Chapter 119 shall not be applicable to such meeting. No final award shall be made until the Commission either affirms or reverses its earlier determination for such contract award.

APPENDIX A
DRAFT SCOPE OF SERVICES
PROJECT NO. 99-23-05

Wetland Monitoring at Toll Plaza 4, Williams County, Ohio

A. GENERAL SCOPE OF SERVICES

The Ohio Turnpike and Infrastructure Commission (“Commission”) has been issued a US Army Corps of Engineer’s Permit (USACE) and an Ohio EPA Permit to mitigate a wetland to construct a modernized Mainline Toll Plaza 4 just north of the Ohio Turnpike Right of Way at milepost 4. As part of the issued permits, the Commission has completed the construction and improvements to the wetland and modified its location to better accommodate the Toll Plaza Facility. This work was completed in 2022. Pursuant to the issued permits, for an approximately 10-year period, the Commission is required to monitor the wetland site to ensure that the wetland becomes well established and confirm its status as a self-sustaining and high-quality wetland. To maintain a high level of flexibility to allow for unanticipated wetland development and applicable adjustments, the Commission will request biennial scope and cost estimates for review and approval by the Chief Engineer. An Annual Schedule of Planned Activities, listing the upcoming activities, will be required prior to each year’s work.

The selected Consultant will provide long-term monitoring of the site, guide future maintenance, and generally provide consulting services to ensure that the Commission is meeting the general intent of the issued permits. This Scope of Services will require, but is not limited to, field data collection, site visits, meeting with regulatory agency(s), assessing growth, evaluating vegetation, photographic documentation, mapping, vegetative inventory, wildlife observations, soil sampling, making maintenance recommendations, proposed modifications, preparing reports and any other activities as determined and assigned by the Chief Engineer or designee to be required to ensure that the wetland has become the product that was intended under the issued permits.

The Consultant must understand the USACE and the Ohio EPA permit requirements. The Consultant shall provide a high-level breakdown of anticipated activities and the year(s) they will be completed to meet the intent of the issued permits. Additionally, the Consultant shall identify and advise the Commission of any proposed innovations that could benefit the Commission.

B. Attached Documents

1. Wetland Construction Plans:

PROJECT NO. 39-20-01C
TOLL PLAZA 4
WETLAND CONSTRUCTION
MILEPOST 3.6
WILLIAMS COUNTY, OHIO

2. US Army Corps of Engineers Permit – USACE Permit No. LRB-2018-01498

3. Ohio EPA Permit – OEPA ID No. 206769A

*Due to the large file size only Part C is being provided as a part of these documents.
Part A - Mainline Reconstruction (0-7.26) and Part B - Toll Plaza Site Construction
are available upon request.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

THE JAMES W. SHOCKNESSY OHIO TURNPIKE



INDEX OF SHEETS:

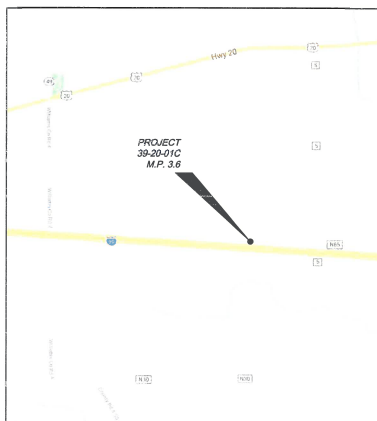
TITLE SHEET	1
GENERAL NOTES AND GENERAL SUMMARY	2-6
DETAILS	7-8
EXISTING CONDITIONS	9-10
GRADING PLAN	11
SEEDING PLAN	12
PLANTING PLAN	13
WILDLIFE PLAN	14
CROSS SECTIONS	15-17

PROJECT NO. 39-20-01C

TOLL PLAZA 4

WETLAND CONSTRUCTION

MILEPOST 3.6
WILLIAMS COUNTY, OHIO



APPROVED FOR
THE OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
BY
Anthony D. Yarn
CHIEF ENGINEER

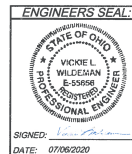
7-17-20
DATE


UNDERGROUND UTILITIES



OHIO OIL & GAS PRODUCERS UNDERGROUND
PROTECTIVE SERVICE CALL: 614-715-2984 OR 811

OTIC DIVISION TRADES SUPERVISOR:
440-971-2731 - WEST (M.P. 0.0 - M.P. 126.4)
440-971-2781 - EAST (M.P. 126.4 - M.P. 241.26)



DESIGN CONTRACT:		71-18-05	
PLAN PREPARED BY:			
			
NO.	REVISIONS	BY	DATE

CHECKING PRINT

CHECKED: _____ DATE: _____ CORRECTED: _____ DATE: _____

BACKCHECKED: _____ DATE: _____ APPROVED: _____ DATE: _____

X:\Projects\GFL\2016\16221\00703\Design\environmental\Westgate\wetland mitigation design\17-18-01_PN001.dwg, NOTES 1: 7/08/20 - 12:39pm

WETLAND GENERAL NOTES:

SEEDING NOTES:

CONTRACTOR SHALL STAKE LIMITS OF SEEDING AND PROVIDE SEED MIX SUBMITTALS TO THE COMMISSION PER THESE NOTES AND PLANS.

2. UNIFORMLY BROADCAST SPECIFIED SEED OVER THE SPECIFIED AREAS AT THE SPECIFIED RATES. PROVIDE A CARRIER (SILICA SAND OR OTHER APPROVED MATERIAL) TO ENSURE UNIFORM DISTRIBUTION OF SEED.
3. IMMEDIATELY FOLLOWING SEEDING, APPLY STRAW MULCH AT THE RATE OF 2 TONS/ACRE (90 LBS/SQUARE FEET) OVER ALL SEEDED AREAS.
4. SEED MIXES ARE STANDARD SEED MIXES OF CARDNO NATIVE PLANT NURSERY IN WALKERTON, INDIANA, WITH SOME MODIFICATIONS TO SPECIES MADE TO ENSURE ONLY PLANTS NATIVE TO NW OHIO ARE INCLUDED. CONTRACTORS MAY USE ANY SEED PROVIDER/NURSERY THAT CAN MEET ALL PROJECT REQUIREMENTS.
5. INSTALL SEED IMMEDIATELY FOLLOWING PLACEMENT OF STOCKPILED TOPSOIL AFTER PLACEMENT OF WILDLIFE HABITAT STRUCTURES AND PLANTING OF TREES AND SHRUBS.
6. COMPLETE THE SEEDING FROM APRIL 1 TO JUNE 15 OR FROM SEPTEMBER 15 TO FIRST FROST. OPTIMAL WETLAND SEEDING TIME IS OCTOBER 1 THROUGH FIRST FROST TO ALLOW REPEAT FREEZE-THAW CYCLES TO INCORPORATE THE SEED INTO THE SUBSTRATE AND PROVIDE COLD STRATIFICATION TO BREAK SEED DORMANCY. ENSURE SEEDING IS NOT BEING PERFORMED DURING PERIODS OF SNOW COVER.
7. ENSURE ALL SEEDS ARE PACKAGED AND KEPT DRY TO ENSURE ADEQUATE PROTECTION AGAINST DAMAGE, AND MAINTAIN DORMANCY WHILE IN TRANSIT, STORAGE OR DURING PLANTING OPERATIONS. SUBMIT FOR APPROVAL TO THE ENGINEER A WRITTEN DESCRIPTION OF THE PROPOSED SEED MIXES INDICATING THE FOLLOWING:

A. NAME AND LOCATION OF SEED SUPPLIER(S)

B. GEOGRAPHIC ORIGINS OF EACH SEED SPECIES

C. PERCENTAGE OF PURE LIVE SEED (PLS) FOR EACH SPECIES OR COMMITMENT BY SUPPLIER TO PROVIDE GERMINATION RESULTS.

D. WITHIN 30 DAYS PRIOR TO STARTING WORK, SUBMIT COPIES OF ALL SEED LABELS TO CHIEF ENGINEER.
8. ALL SEEDING TO BE INSTALLED AFTER PLACEMENT OF HABITAT STRUCTURES AND PLANTING OF TREES AND SHRUBS. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT AT NO COST TO THE OWNER OF ALL HABITAT STRUCTURES, TREES, OR SHRUBS DAMAGED BY SEEDING INSTALLATION.
9. FERTILIZER IS NOT REQUIRED FOR SEED MIXES ON THIS PROJECT.
10. DO NOT PLACE SEED ON SAND MOUNDS PLACED FOR WILDLIFE HABITAT STRUCTURES.
11. SEEDING MIXTURES. NO AGGRESSIVE, THREATENED, ENDANGERED, OR SPECIAL CONCERN SPECIES MAY BE IN THE SEED MIXES. SPECIES MAY BE SUBSTITUTED IF UNAVAILABLE, AS APPROVED BY THE OWNER OR OWNER'S PROJECT REPRESENTATIVE. ENSURE NATIVE SEED IS OBTAINED FROM SOURCES WITHIN THE SAME EPA LEVEL III ECOREGION OR THE NEXT ADJACENT ECOREGION, PREFERABLY TO THE WEST OR EAST. FOR MORE INFORMATION, SEE THE EPA WEBSITE AT WWW.EPA.GOV/ECO-RESEARCH/LEVEL-III-AND-IV-ECOREGIONS-CONTINENTAL-UNITED-STATES. SEED MUST BE LESS THAN 1 YEAR OLD. ENSURE SEED IS STORED AS RECOMMENDED BY SUPPLIER.
12. SEEDING OF 'SEEDING, MISC: FORESTED WETLAND SEED MIXTURE' INCLUDES THE ENTIRE AREA BETWEEN FINISH GRADE ELEVATIONS 938.0. AREA BETWEEN ELEVATION 938.0 AND 936.0 (GRADING BETWEEN 936.0 AND 938.0 SHOULD BE IRREGULAR AND PROVIDE "PITS AND MOUNDS") WILL BE SEEDED USING THIS SAME SEED MIX ONLY ON AREAS AT OR ABOVE 937.0 (ON THE "MOUNDS"). NO SEEDING IS TO BE PLACED BELOW ELEVATION OF 937.0 OR ON SAND MOUNDS PLACED FOR WILDLIFE HABITAT STRUCTURES.
13. PERFORM WORK ONLY WHEN DIRECTED BY THE CHIEF ENGINEER. COORDINATION IS REQUIRED TO ENSURE RAINFALL DOES NOT RESULT IN SOIL MOISTURE CONDITIONS THAT WILL CAUSE EXCESSIVE RUTTING DURING SEEDING OPERATIONS. TO MEET THIS REQUIREMENT, IT MAY BE NECESSARY TO SEED PORTIONS OF THE SITE AS THE GRADING IS COMPLETED. FAILURE TO MEET THIS REQUIREMENT WILL NOT BE AN ACCEPTABLE REASON FOR NOT INSTALLING THE SEED AS SPECIFIED. WETLAND WATER LEVELS MAY BE DRAWN DOWN TO THE LOWEST LEVEL DURING SEEDING AND PUMPING MAY BE ALLOWED AS DIRECTED BY THE CHIEF ENGINEER. UPON COMPLETION OF SEEDING REESTABLISH WATER LEVELS AS DIRECTED BY THE CHIEF ENGINEER.

15. DO NOT APPLY MATERIALS OVER SNOW OR ICE. DO NOT APPLY SEEDS, SEED MIXTURES, OR SLURRIES WITH SEEDS WHEN WIND CONDITIONS ARE SUCH THAT MATERIALS WOULD BE CARRIED BEYOND DESIGNATED AREAS OR MATERIALS WOULD NOT BE UNIFORMLY APPLIED. DO NOT UNDERTAKE SEEDING AND PLANTING ACTIVITIES DURING STORMY WEATHER WHEN EXCESSIVE PRECIPITATION MAY RESULT IN WASHING OF SEEDS AND PLANTINGS AWAY FROM LOCATION INTENDED. DO NOT SOW SEED WHERE STANDING WATER IS PRESENT. DO NOT INSTALL PLANT MATERIALS DURING PERIODS OF TEMPERATURE EXTREMES WHEN ATMOSPHERIC TEMPERATURE MAY DROP BELOW 36 DEGREES FAHRENHEIT (F) OR RISE ABOVE 90 DEGREES F.
16. SEEDING METHOD(S) MUST BE APPROVED BY THE CHIEF ENGINEER PRIOR TO SEED INSTALLATION. HYDROSEEDING EQUIPMENT CANNOT BE USED TO INSTALL WETLAND SEED. SEEDING METHOD(S) SELECTED MUST ENSURE COMPLETE COVERAGE OF THE AREAS TO BE SEEDED. ENSURE PLANTING DEPTH FOR SEED MIXES IS NOT MORE THAN ¼ INCH DEEP. ENSURE WETLAND SEEDING IS PERFORMED WHILE THE WETLAND IS DRY, EITHER IMMEDIATELY FOLLOWING CONSTRUCTION PRIOR TO INUNDATION, OR DURING PERIODS OF NORMAL DRY-DOWN. ACCEPTABLE METHODS OF WETLAND SEED INSTALLATION ARE LISTED BELOW:

A. BROADCAST SEEDING. APPLY THE SEED UNIFORMLY OVER THE SURFACE USING A TRACTOR-MOUNTED COMBINATION SEEDER/CULTIPACKER UNIT (BRILLION, TRUAX TRILLION OR EQUAL). ENSURE THE SEEDER IS CALIBRATED TO UNIFORMLY APPLY THE SEED AT THE SPECIFIED RATE. A CONE SEEDER OR OTHER SIMILAR BROADCASTING EQUIPMENT MAY ALSO BE USED. ENSURE SEED IS UNIFORMLY APPLIED AT THE SPECIFIED RATES. IMMEDIATELY FOLLOWING SEEDING, THE SEED MUST THEN BE PRESSED INTO THE SURFACE USING A CULTIPACKER OR ROLLER, AT DEPTHS NOT-TO-EXCEED ¼ INCH.

B. DRILL SEEDING. A RANGELAND-TYPE NO-TILL DRILL (TRUAX, TYE, OR EQUAL) DESIGNED TO PLANT NATIVE GRASSES AND FORBS MAY BE USED. ENSURE THE SEEDER IS CALIBRATED TO UNIFORMLY APPLY THE SEED AT THE SPECIFIED RATES. ENSURE EQUIPMENT IS ADJUSTED TO PREVENT SEED FROM BEING INSTALLED DEEPER THAN ¼ INCH INTO THE SOIL.
17. PERFORMANCE STANDARD. ALL SEEDED AREAS WILL BE INSPECTED BY THE CHIEF ENGINEER AT THE END OF THE FIRST GROWING SEASON FOR HEALTH, VIGOR, SIGNS OF EROSION AND BARE AREAS. ALL BARE AREAS LARGER THAN 10 SQUARE FEET WILL REQUIRE RESEEDING WITH THE SEED MIX APPROPRIATE TO THAT LOCATION BY THE CONTRACTOR AT NO COST TO THE COMMISSION. FINAL ACCEPTANCE OF SEEDED AREAS WILL REQUIRE 90 PERCENT VEGETATIVE COVER OF ORIGINALLY SEEDED AREAS. ALL SEEDING APPLICATIONS MUST COMPLY WITH THE REQUIREMENTS OF THIS SPECIAL PROVISION.
18. CLEANING, REMOVAL AND RESTORATION. UPON COMPLETION OF SEED INSTALLATION, REMOVE FROM THE SITE AND LEGALLY DISPOSE OF ALL TRASH AND DEBRIS INCLUDING ANY MATERIAL REMOVED DURING GRADE PREPARATION. RESTORE EXISTING WETLAND AND UPLAND AREAS DAMAGED BY OPERATIONS UNDER THE CONTRACT. RESTORATION WILL INCLUDE FINISH GRADING AND SEEDING AS REQUIRED TO MATCH EXISTING GRADE AND/OR WETLANDS AND MAINTENANCE OF RESTORED AREAS. ANY DAMAGE BY THE CONTRACTOR TO ESTABLISHED OR NEWLY SEEDED AREAS NOT WITHIN THE PROJECT SCOPE OF WORK MUST BE REPAIRED AND RESEEDED AT NO COST TO THE COMMISSION.
19. THE CONTRACT UNIT PRICE FOR ITEM 659-SEEDING, MISC: EMERGENT WETLAND SEED MIXTURE, ITEM 659-SEEDING, MISC: NATIVE POLLINATOR SEED MIXTURE, ITEM 659-SEEDING, MISC: BERM SEED MIXTURE AND ITEM 659-SEEDING, MISC: FORESTED WETLAND SEED MIXTURE INCLUDES ALL SITE PREPARATION, LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE THE WORK, INCLUDING DEWATERING IF REQUIRED AND THE PROPER STORAGE OF ALL SEED MATERIALS, AS SPECIFIED HEREIN AND AS DETAILED ON THE PLANS.

THE FOLLOWING QUANTITIES HAVE BEEN CARRIED TO THE GENERAL SUMMARY:

ITEM 659 - SEEDING, MISC.: BERM SEED MIXTURE	10648 SY
ITEM 659 - SEEDING, MISC.: NATIVE POLLINATOR SEED MIXTURE	7260 SY
ITEM 659 - SEEDING, MISC.: EMERGENT WETLAND SEED MIXTURE	968 SY
ITEM 659 - SEEDING, MISC.: FOREST WETLAND SEED MIXTURE	20812 SY

TREE/ SHRUB PLANTING NOTES:

1. REFERENCE ON THE PLANS FOR SIZES OF TREES AND SHRUBS SHOULD BE CONSIDERED AS FOLLOWS:

A. LARGE TREE = ITEM 661-DECIDUOUS TREE, 4" CALIPER, BURLAPPED AND BALLED, AS PER PLAN

B. MEDIUM TREE = ITEM 661-DECIDUOUS TREE, 1" CALIPER, POTTED, AS PER PLAN

C. SMALL TREE = ITEM 661-DECIDUOUS TREE, 36" HEIGHT, BARE ROOT, AS PER PLAN

D. SMALL SHRUB = ITEM 661-DECIDUOUS SHRUB, 18" HEIGHT, BARE ROOT, AS PER PLAN

E. LARGE SHRUB = ITEM 661-DECIDUOUS SHRUB, 3' HEIGHT, POTTED, AS PER PLAN
2. ALL PLANTING STOCK SHALL BE NURSERY-GROWN, SOUND, HEALTHY, AND VIGOROUS, OF UNIFORM GROWTH, TYPICAL OF THE SPECIES AND VARIETY, WITH THE MINIMUM QUALITY CONFORMING TO THE AMERICAN STANDARD FOR NURSERY STOCK, FREE OF DISEASE, INSECTS, EGGS, LARVAE AND DEFECTS SUCH AS KNOTS, SUNSCALD, INJURIES, WEAK CROTCH ANGLES, ABRASIONS, OR DISFIGUREMENT. UNLESS NOTED OTHERWISE, TREES SHALL HAVE STRAIGHT SINGLE LEADERS AND EVERGREENS SHALL BE UNSHEARED. BRANCHING ON ALL PLANTS SHALL BE WELL-DEVELOPED, DENSE, UNIFORMLY DISTRIBUTED, AND CHARACTERISTIC OF THE SPECIES.
3. PLANT/BALL SIZING SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARD FOR NURSERY STOCK, UNLESS OTHERWISE DESIGNATED OR MODIFIED IN THIS SECTION OR ON THE PLANT LIST. PLANTS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO THE CHIEF ENGINEER AND AT NO EXTRA COST TO THE COMMISSION, WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.

A. HEIGHT IS INDICATED AS THE MINIMUM ACCEPTABLE. ALL PLANTS MUST, AT LEAST, EQUAL THE MINIMUM OF THE HEIGHT SHOWN ON THE DRAWINGS.

B. SPREAD SHALL MEET THE MINIMUM DIMENSION SPECIFIED IN ALL DIRECTIONS AND MUST BE CONSIDERED AS PIVOTING ON CENTER OF PLANT. WHERE TOLERANCE IS SHOWN BETWEEN TWO SPREAD DIMENSIONS, THE SMALLER DIMENSION IS THE MINIMUM ACCEPTABLE. SPREADS SHALL AT LEAST AVERAGE ON THE MEDIAN OF THE RANGE INDICATED.

C. CALIPER IS THE TRUNK DIAMETER TAKEN AT A SPECIFIED DISTANCE ABOVE ROOT COLLAR AS DESCRIBED IN ANSI Z60.1.

D. BRANCHING HEIGHT IS THE DISTANCE ABOVE THE GROUND WHERE BALANCED BRANCHING OCCURS OR WHERE A DIMENSION IN TRUNK APPEARS TO FORM THE HEAD OF THE TREE.

E. CANES ON SHRUBS SHALL ARISE AT OR JUST ABOVE THE ROOT CROWN. MULTI-STEM AND CLUMP FORM TREES SHALL HAVE BRANCHES THAT ARISE AT THE ROOT CROWN OR JUST ABOVE THE ROOT CROWN.
4. BALLED AND BURLAPPED ("B&B") PLANTS SHALL HAVE A FIRM, NATURAL BALL OF EARTH SECURELY WRAPPED WITH BURLAP, BOUND WITH CORD, AND/OR WIRE BASKET. ROOT FLARE SHALL BE VISIBLE BEFORE PLANTING.
5. CONTAINERS SHALL BE FINISHED LANDSCAPE GRADE MATERIAL HAVING THEIR ROOTS WELL ESTABLISHED IN THE SOIL MASS. PLANTS OVER-ESTABLISHED IN THE CONTAINER, AS EVIDENCED BY POT-BOUND ROOT ENDS, WILL NOT BE ACCEPTED.
6. BARE ROOT STOCK SHALL HAVE A WELL-ESTABLISHED ROOT SYSTEM THAT IS WRAPPED AND KEPT IN CONDITION SO THE ROOTS DO NOT DRY OUT.
7. SCHEDULE SHIPPING TO MINIMIZE ON-SITE STORAGE OF PLANTS. STOCK SHALL NOT BE SHIPPED UNTIL THE PLANTING PREPARATIONS HAVE BEEN COMPLETED. DO NOT BEND OR BIND-TIE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. DURING SHIPMENT, DO NOT BEND, STACK OR BIND PLANTS IN A MANNER THAT DAMAGES BARK, BREAKS BRANCHES OR ROOT SYSTEMS, DEFORMS ROOT BALLS OR DESTROYS NATURAL SHAPE. TRANSPORT PLANTS IN CLOSED VEHICLES OR WITH THE ENTIRE LOAD PROPERLY COVERED TO PROTECT FROM DRYING WINDS, HEAT, FREEZING OR OTHER EXPOSURE THAT MAY BE HARMFUL.
8. ONCE ON SITE, KEEP PLANTS THOROUGHLY WATERED AND PROTECTED FROM SUN, WIND AND MECHANICAL DAMAGE; COMPLETELY COVER ROOT BALLS WITH MOISTENED TOPSOIL OR MULCH. WATER AS OFTEN AS NECESSARY TO MAINTAIN ROOT SYSTEMS IN A MOIST, BUT NOT OVERLY WET, CONDITION.
9. HANDLE PLANTS AT ALL TIMES IN ACCORDANCE WITH THE BEST HORTICULTURAL PRACTICES. LIFT B&B MATERIALS FROM THE BOTTOM OF THE BALL ONLY; DO NOT ROLL PLANTS. PLANTS HANDLED OTHERWISE WILL BE SUBJECT TO REJECTION. B&B PLANTS WHICH HAVE CRACKED OR BROKEN BALLS ARE NOT ACCEPTABLE AND SHALL NOT BE PLANTED. PLANTS WITH MECHANICAL DAMAGE, DEFORMATION, OR BREAKAGE WILL NOT BE ACCEPTED AND ARE TO BE REPLACED AT THE CONTRACTOR'S EXPENSE.

PROJECT 39-20-010

DATE: 07/06/2020

2

17

GENERAL NOTES

TP 4 WETLAND CONSTRUCTION

DESIGN AGENCY

ADLZ

OHIO, INC.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

OHIO TURNPIKE

CHECKING PRINT

CHECKED: _____ DATE: _____ CORRECTED: _____ DATE: _____

BACKCHECKED: _____ DATE: _____ APPROVED: _____ DATE: _____

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TREE/ SHRUB PLANTING NOTES (CONTINUED)

10.

PLANTING SEASON SHALL BE FROM APRIL 1 TO JUNE 15 AND FROM OCTOBER 1 UNTIL THE PREPARED SOIL BECOMES FROZEN IN USDA HARDINESS ZONE 5. WHEN UNUSUAL PLANTING CONDITIONS EXIST OR WHEN CONTAINER GROWN MATERIAL IS USED, THE CHIEF ENGINEER MAY ALTER THESE PLANTING SEASONS. IF SPECIAL CIRCUMSTANCES WARRANT INSTALLATION OUTSIDE THE NORMAL PLANTING SEASON, SUBMIT A WRITTEN REQUEST TO THE CHIEF ENGINEER DESCRIBING CONDITIONS AND STATING THE PROPOSED VARIANCE. PLANTING OUTSIDE THE PLANTING SEASON DOES NOT ALTER WARRANTY OBLIGATIONS.
11.

LARGE TREES SHALL BE SCATTERED IN THE AREAS SHOWN ON SHEET 13, WITH MINIMUM SPACING BETWEEN LARGE TREES OF THE SAME SPECIES OF 200 FEET. PLANTING SHALL BE PERFORMED ACCORDING TO THE DETAIL SHOWN ON SHEET 13 AND THIS NOTE.

A.

WITH A TOOL (SCREWDRIVER, ETC.), PROBE 3 TO 4 INCHES AWAY FROM THE TRUNK TO FIND THE DEPTH OF AT LEAST TWO STRUCTURE ROOTS FROM THE SURFACE OF THE ROOT BALL. FIND THE AVERAGE OF THE TWO DEPTHS THAT YOU MEASURED. MEASURE THE HEIGHT OF THE ROOT BALL FROM THE SURFACE OF THE ROOT BALL TO THE BOTTOM AND ALSO MEASURE THE DIAMETER OF THE ROOT BALL.

B.

DIG A SAUCER-SHAPED HOLE THREE TIMES THE WIDTH OF THE ROOT BALL DIAMETER TO THE DEPTH OF THE HEIGHT OF THE ROOT BALL MINUS THE AVERAGE DEPTH OF THE STRUCTURAL ROOTS.

C.

GENTLY SLIDE THE ROOT BALL INTO THE CENTER OF THE HOLE. AVOID LIFTING THE TREE BY ITS TRUNK.

D.

CUT AWAY BURLAP, ROPE, WIRE, OR OTHER WRAPPING MATERIALS FROM THE TOP ONE-THIRD OF THE BALL, AND REMOVE FROM PIT. IF PLASTIC WRAP OR OTHER NON-DEGRADABLE MATERIALS ARE USED IN LIEU OF NATURAL BURLAP, COMPLETELY REMOVE THEM FROM THE ROOT BALL BEFORE BACKFILLING. CLEANLY CUT OFF BROKEN OR FRAYED ROOTS.

E.

REMOVE THE SOIL ABOVE THE ROOT FLARE. PRUNE ANY ENCIRCLING ROOTS THAT ARE GROWING ON THE ROOT FLARE WITH A CLIPPER. ALSO PRUNE ANY ADVENTITIOUS ROOTS THAT GROW ABOVE THE ROOT COLLAR.

F.

MAKE SURE THE ROOT COLLAR IS AT OR SLIGHTLY ABOVE (1-2 INCHES) THE SURFACE OF THE SOIL. BACKFILL THE HOLE WITH SOIL, GENTLY BUT FIRMLY PACKING THE SOIL AROUND THE BASE OF THE ROOT BALL. BACKFILL PLANTING PIT APPROXIMATELY TWO-THIRDS FULL, ADD WATER, AND ALLOW PLANTING MIXTURE TO SETTLE. AFTER THE WATER HAS BEEN ABSORBED, COMPLETE BACKFILLING AND TAMP LIGHTLY TO GRADE. REMOVE ANY NAME TAGS ATTACHED TO THE TRUNK OR BRANCHES.

G.

STANDARD PLANTING BACKFILL SHALL BE NATIVE SOIL EXCAVATED FROM PLANTING PITS, PULVERIZED, AND MIXED WITH SUPERPHOSPHATE (0-16-0) AT THE RATE OF THREE POUNDS PER CUBIC YARD OF SOIL. METHODS OF PLANTING PIT EXCAVATION, MEASURING FERTILIZER, AND BACKFILL MIXING MUST BE APPROVED BY THE OWNER.

H.

AFTER THE SOIL HAS BEEN REPLACED, THOROUGHLY WATER THE TREE, SOAKING THE SOIL CLOSE TO THE TRUNK.

I.

STAKE THE TREE USING ROUGH-SAWN, SOUND, NEW HARDWOOD, FREE OF KNOTS, HOLES, CROSS GRAIN, AND OTHER DEFECTS, 2-BY-2-INCH NOMINAL BY LENGTH INDICATED, POINTED AT ONE END.

J.

GUYS AND TIE WIRES SHALL BE ASTM A 641/A 641M, CLASS 1, GALVANIZED-STEEL WIRE, TWO-STRANDED, TWISTED, 0.106 INCH IN DIAMETER. FIVE-STRAND GUY CABLES, $\frac{3}{16}$ INCH DIAMETER, GALVANIZED-STEEL CABLE, WITH ZINC-COATED TURNBUCKLES, A MINIMUM OF 3 INCHES LONG, WITH TWO $\frac{3}{8}$ INCH GALVANIZED EYEBOLTS SHALL BE USED.

K.

NO TREE WRAP SHALL BE USED ON THIS PROJECT.

12.

FOR CONTAINER GROWN TREES AND SHRUBS, REMOVE CONTAINERS AND MAKE AT LEAST FIVE VERTICAL CUTS 1 INCH DEEP AROUND THE ROOT BALL; THOROUGHLY LOOSEN THE ROOTS ON THE OUTSIDE OF THE BALL. PLANT AS SPECIFIED ABOVE FOR BALLED AND BURLAPPED PLANTS. ALL CONTAINER-GROWN STOCK SHALL BE PLANTED SO THAT TOP OF CONTAINER SOIL IS LEVEL WITH SURROUNDING GRADE.

13.

MEDIUM AND SMALL TREES TO BE SCATTERED IN QUANTITIES SHOWN ON SHEET 13 WITHIN 938.0 ELEVATION AREA AND ON MOUND AREAS BETWEEN 936.0 AND 938.0 ELEVATIONS. SPACING BETWEEN ALL TREES SHALL BE MINIMUM 20 FEET.

14.

ALL SHRUBS SHALL BE PLACED IN GROUPS AS SHOWN ON SHEET 13. EACH SHRUB GROUP SHALL INCLUDE ONE (1) LARGE SHRUB WITH FIVE (5) SMALL SHRUBS ALL OF THE SAME SPECIES FOR A TOTAL OF SIX (6) SHRUBS PER GROUP. SHRUB GROUPS SHALL BE SPACED MINIMUM OF 15 FEET FROM NEAREST ADJACENT GROUP. PLANT MATERIAL SHALL NOT BE PLANTED IN ROWS, BUT PLANTED IN A RANDOM PATTERN FOR A "SHOTGUN" EFFECT FOR A MORE NATURAL APPEARANCE.

15.

BUTTONBUSH GROUPS SHALL ALL BE PLACED BELOW 936.0 ELEVATION CONTOUR. ALL OTHER GROUPS SHALL BE WITHIN 938.0 ELEVATION AREA AND ON MOUND AREAS BETWEEN 936.0 AND 938.0 ELEVATIONS.

16.

DIG PLANTING HOLES WIDE AND DEEP ENOUGH TO ACCOMMODATE THE TREE OR SHRUB CONTAINER OR ENTIRE ROOT STRUCTURE FOR BARE ROOT SPECIMENS. ALL SPECIFIED BARE ROOT SHRUBS SHALL HAVE A MINIMUM HEIGHT OF 18 INCHES AND SHALL BE GRADED IN ACCORDANCE WITH ANSI A60.1, AMERICAN STANDARD OF NURSERY STOCK. MINIMUM NUMBER OF CANES SHALL BE THREE PER PLANT, UNLESS NOTED ON THE PLANS.

17.

BARE ROOT PLANTS SHALL BE PUDDLED-IN AS THEY ARE PLANTED TO ENSURE FIRM CONTACT WITH ROOTS AND SOIL. ENSURE THAT ALL PLANTS ARE INSTALLED WITH SOIL TO THE BASE OF THE TRUNK AND GENERALLY VERTICAL IN ORIENTATION.

18.

ALL TREES AND SHRUBS TO BE INSTALLED AFTER PLACEMENT OF TOPSOIL AND HABITAT STRUCTURES AND PRIOR TO SEEDING.

19.

THE CONTRACT UNIT PRICE FOR THE PAY ITEMS INCLUDES ALL SITE PREPARATION, LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE THE WORK, INCLUDING DEWATERING IF REQUIRED AND THE PROPER STORAGE OF ALL VEGETATION, AS SPECIFIED HEREIN AND AS DETAILED ON THE PLANS. ADDITIONAL WATERING IS NOT REQUIRED BUT IS AT THE DISCRETION OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE COMMISSION.

20.

ALL PLANT MATERIALS SHALL BE MAINTAINED IN A VIGOROUS CONDITION AGAINST ALL DEFECTS INCLUDING DEATH, IMPROPER MAINTENANCE, AND UNSATISFACTORY GROWTH FOR ONE (1) YEAR FOLLOWING COMPLETION OF PLANT INSTALLATION EXCEPT FOR FALL PLANTINGS, WHEN THE WARRANTY PERIOD WILL END OCTOBER 15 OF THE FOLLOWING YEAR.

21.

THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM NEGLIGENCE BY THE COMMISSION, ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS BEYOND LANDSCAPE INSTALLER'S CONTROL WHICH RESULTS FROM NATURAL CAUSES SUCH AS FLOODS, LIGHTNING, STORMS, FREEZING RAINS, WINDS OVER 60 MILES PER HOUR, FIRES OR VANDALISM.

22.

CONTRACTOR SHALL NOTIFY THE CHIEF ENGINEER IN WRITING THAT PLANTING IS COMPLETE. WITHIN 10 DAYS AFTER RECEIVING NOTIFICATION OF COMPLETION OF WORK, THE CHIEF ENGINEER SHALL INSPECT THE WORK AND PREPARE A NOTICE OF PROVISIONAL ACCEPTANCE, INCLUDING A LIST OF ITEMS THAT REQUIRE COMPLETION OR CORRECTION.

23.

DURING THE WARRANTY PERIOD, REPLACE, AT NO ADDITIONAL COST TO THE COMMISSION, PLANTS THAT ARE DAMAGED, DEAD, OR IN THE OPINION OF THE CHIEF ENGINEER, ARE UNHEALTHY OR HAVE LOST THEIR NATURAL SHAPE DUE TO DEAD BRANCHES, EXCESSIVE PRUNING OR IMPROPER MAINTENANCE. REJECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE IMMEDIATELY AFTER BEING REJECTED AND LEGALLY DISPOSED OF OFF-SITE AS THEY ARE IDENTIFIED.

24.

ONLY ONE (1) REPLACEMENT OF ANY PLANT IS REQUIRED AFTER SUBSTANTIAL COMPLETION, EXCEPT FOR LOSSES DUE TO FAILURE TO COMPLY WITH SPECIFIED REQUIREMENTS.

25.

MAKE REPLACEMENTS IN ACCORDANCE WITH THE ORIGINAL SPECIFICATIONS, PLANT LIST, AND NOTES, NO LATER THAN THE NEXT SUCCEEDING PLANTING SEASON. FULLY RESTORE AREAS DAMAGED BY REPLACEMENT OPERATIONS TO THEIR ORIGINAL AND SPECIFIED CONDITION.

26.

IF, IN THE OPINION OF THE CHIEF ENGINEER, IT IS ADVISABLE TO EXTEND THE PERIOD OF ESTABLISHMENT FOR A SECOND GROWING SEASON, AN INSPECTION AT THE END OF THIS EXTENDED PERIOD WILL BE MADE TO DETERMINE ACCEPTABILITY OF THE ITEMS INVOLVED. IMPROPER PLANTING AND/ OR FAILURE TO CONDUCT THE YEAR 1 MAINTENANCE IN ACCORDANCE WITH THE CONTRACT REQUIREMENT SHALL BE THE BASIS FOR EXTENDING THE PERIOD OF ESTABLISHMENT FOR A SECOND GROWING SEASON. THIS EXTENDED PERIOD IS TO BE CONDUCTED AT NO ADDITIONAL COST TO THE COMMISSION.

27.

CONTRACTOR IS RESPONSIBLE FOR RETURNING 12 MONTHS FROM INSTALLATION OF LARGE TREES TO REMOVE STAKES, GUY WIRES, STRAPS, ETC.

WILDLIFE HABITAT STRUCTURES NOTES:

1.

REFERENCES ON THE PLANS FOR WILDLIFE HABITAT STRUCTURES SHALL BE PAID FOR AS 'ITEM SPECIAL - WETLAND MITIGATION'.

2.

THIS WORK CONSISTS OF FURNISHING AND INSTALLING NATURAL WILDLIFE HABITAT STRUCTURES WITHIN THE MITIGATED WETLAND AREAS. HABITAT STRUCTURES WILL INCLUDE FOUR (4) DIFFERENT TYPES: ROOT WADS, LOGS, BRUSH PILES, AND SAND MOUNDS.

3.

PERFORM ALL WORK IN ACCORDANCE WITH THE NOTES AND AS SHOWN ON THE PLANS. ALL WORK, INCLUDING TYPE OF MATERIALS TO BE USED, MUST BE APPROVED BY THE CHIEF ENGINEER PRIOR TO INSTALLATION.

4.

OBTAIN LOGS, ROOT WADS, AND BRUSH PILE MATERIALS FOR HABITAT STRUCTURE CONSTRUCTION FROM LOCAL MATERIAL ONLY. LIMITED HABITAT STRUCTURE MATERIAL WILL BE AVAILABLE ON SITE. MATERIAL OBTAINED MAY BE MODIFIED FOR TRANSPORT TO THE PROJECT SITE PROVIDED IT MEETS THE DIMENSIONAL SPECIFICATIONS REQUIRED BY THIS SPECIAL PROVISION. LOGS MAY BE CUT INTO SECTIONS AS NEEDED TO PRODUCE THE QUANTITY SPECIFIED ON THE PLANS. MATERIAL THAT IS DEAD OR DYING DUE TO AN ACTIVE INSECT OR OTHER DISEASE INVASION MUST NOT BE TRANSPORTED INTO OR OUT OF ANY PREVIOUSLY IDENTIFIED ACTIVE QUARANTINE AREA.

5.

ENSURE HORIZONTAL LOGS ARE OBTAINED FROM TREES AND SHRUBS AND LAID HORIZONTALLY WITHIN THE WETLAND AREA. LOGS MUST BE 12 INCH DIAMETER OR LARGER AT THE LARGE END AND 8 INCH DIAMETER OR LARGER AT THE SMALL END AND MUST BE A MINIMUM OF 20 FEET LONG. LOGS THAT EXCEED 24 INCH DIAMETER SHALL BE PLACED BELOW THE 937.0 CONTOUR. PLACE HORIZONTAL LOGS INDIVIDUALLY ON THE GROUND SURFACE WITH A RANDOM ORIENTATION. ORIENTATION OF HORIZONTAL LOGS ON SHEET 14 IS FOR REFERENCE ONLY AND TO PROVIDE LOCATION OF INSTALLATION ONLY.

6.

ROOT WADS MUST BE OBTAINED FROM TREES OVER 12 INCHES DIAMETER AND LAID HORIZONTALLY WITHIN THE WETLAND AREA. ENSURE ROOT WADS CONSIST OF THE MAJOR ROOT STRUCTURE OF THE TREE WITH THE FIRST 8 TO 10 FEET OF TRUNK ATTACHED. PLACE ROOT WADS HORIZONTALLY WITH THE TRUNK END TOUCHING THE GROUND, WITH THE ROOT STRUCTURE PARTIALLY BURIED IN THE TOPSOIL IF NEEDED TO MAINTAIN NEARLY HORIZONTAL ORIENTATION. TRIM BOTTOM PORTION OF ROOT BALL IF NECESSARY TO PROVIDE STABLE PLATFORM. PLACE ROOT WADS ON THE GROUND SURFACE WITH A RANDOM ORIENTATION. ORIENTATION SHOWN ON SHEET 14 IS FOR REFERENCE ONLY AND TO PROVIDE LOCATION OF INSTALLATION ONLY.

7.

BRUSH PILES SHALL CONSIST OF TREE BRANCHES PLACED IN ALTERNATING LAYERS AT A MINIMUM 45 DEGREE ANGLE FROM THE PRECEDING LAYER. BRANCHES SHALL BE 15-25 FEET IN TOTAL LENGTH. BRUSH PILES SHALL BE GENERALLY OVAL TO NEARLY ROUND IN SHAPE, WITH A MINIMUM HEIGHT OF 4 FEET AND MAXIMUM HEIGHT OF 6 FEET WHEN MEASURED FROM THE SOIL SURFACE AT THE CENTER OF THE BRUSH PILE. PLACE BRUSH PILES ON THE GROUND SURFACE WITH RANDOM ORIENTATION. ORIENTATION SHOWN ON SHEET 14 IS FOR REFERENCE ONLY AND TO PROVIDE LOCATION OF INSTALLATION ONLY.

8.

SAND MOUNDS SHALL BE PLACED AND ORIENTED AS SHOWN ON SHEET 14. SAND MOUNDS SHALL CONSIST OF NATURAL SAND (ODOT 703.02, A. FINE AGGREGATE). SAND MOUNDS SHALL BE PLACED AFTER PLACEMENT OF TOPSOIL TO ESTABLISH FINAL GRADES SHOWN ON THE PLANS. SAND MOUNDS SHALL BE A MINIMUM OF 15 FEET IN WIDTH AND 25 FEET IN LENGTH, WITH THE LONG SIDE BEING ORIENTED IN AN EAST-WEST DIRECTION TO MAXIMIZE SUN EXPOSURE. MINIMUM DEPTH OF A 10 FOOT WIDE BY 20 FOOT LONG PORTION OF EACH SAND MOUND SHALL BE 24 INCHES WITH SIDE SLOPES TAPERING TO ATTAIN FULL SIZE OF SAND MOUND. NO SEEDING OR TOPSOIL IS TO BE PLACED ON THE SAND MOUNDS AFTER PLACEMENT OF SAND.

9.

WILDLIFE HABITAT STRUCTURES ARE TO BE PLACED PRIOR TO ALL PLANTING AND SEEDING, WITH ANY RUTTING OR THE TOPSOIL BEING SMOOTHED OUT PRIOR TO PLANTING AND SEEDING ACTIVITIES. THE CONTRACTOR MUST REPLACE AND/OR REPAIR ANY AND ALL DAMAGE TO EXISTING SITE FEATURES RESULTING FROM WILDLIFE HABITAT STRUCTURE CONSTRUCTION OPERATIONS AT NO ADDITIONAL COST TO THE COMMISSION.

10.

THE LUMP SUM PRICE BID FOR ITEM SPECIAL-WETLAND MITIGATION INCLUDES ALL SITE PREPARATION, LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE THE WORK AS SPECIFIED ABOVE AND AS DETAILED ON THE PLANS.

PROJECT 39-20-010

DATE: 07/06/2020

3

17

GENERAL NOTES

TP 4 WETLAND CONSTRUCTION

DESIGNED

SGM

DRAWN

SMM

CHECKED

VLW

IN CHARGE

DES

NO.

REVISIONS

BY

DATE

DESIGN AGENCY

ADLZ

OHIO, INC.

OHIO TURNPIKE

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

OHIO TURNPIKE

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SEED MIXES

SEEDING, MISC: EMERGENT WETLAND SEED MIXTURE

CARDNO EMERGENT WETLAND SEED MIX (SUBSTITUTIONS NOTED WITH **)		
<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>PLS OUNCES/ACRE</u>
GRASSES/SEDGES/RUSHES:		
<i>BOLBOSCHOENUS FLUVIATILIS</i>	RIVER BULRUSH	1.00
<i>CAREX COMOSA</i>	BRISTLY SEDGE	2.50
<i>CAREX LACUSTRIS</i>	COMMON LAKE SEDGE	0.50
<i>CAREX LURIDA</i>	BOTTLEBRUSH SEDGE	4.00
<i>CAREX STRICTA</i>	COMMON TUSsock SEDGE	1.00
<i>CAREX VULPINOIDEA</i>	BROWN FOX SEDGE	2.00
<i>ELEOCHARIS PALUSTRIS</i>	GREAT SPIKE RUSH	1.00
<i>JUNCUS EFFUSUS</i>	COMMON RUSH	1.00
<i>LEERSIA ORYZOIDES</i>	RICE CUT GRASS	3.00
<i>SCHOENOPLECTUS ACUTUS</i>	HARD-STEMMED BULRUSH	2.50
<i>SCHOENOPLECTUS PUNGENS</i>	CHAIRMAKER'S RUSH	1.50
<i>SCHOENOPLECTUS TABERNAEMONTANI</i>	GREAT BULRUSH	6.00
	TOTAL	26.00
TEMPORARY COVER:		
<i>AVENA SATIVA</i>	COMMON OAT	360.00
<i>LOLIUM MULTIFLORUM</i>	ANNUAL RYE	100.00
	TOTAL	460.00
FORBS:		
<i>ACORUS AMERICANUS</i>	SWEET FLAG	1.00
<i>ALISMA SUBCORDATUM</i>	COMMON WATER PLANTAIN	2.00
<i>ASCLEPIAS INCARNATA</i>	SWAMP MILKWEED	1.00
<i>BOEHMERIA CYLINDRICA</i>	FALSE NETTLE	1.00
<i>CEPHALANTHUS OCCIDENTALIS</i>	BUTTONBUSH	6.00
<i>DECODON VERTICILLATUS</i>	SWAMP LOOSESTRIFE	0.50
<i>EUTROCHIMUM MACULATUM</i>	SPOTTED JOE-PYE WEED	0.50
<i>HIBISCUS PALUSTRIS**</i>	SWAMP ROSE MALLOW**	4.00
<i>IRIS VIRGINICA V. SHREVEI</i>	BLUE FLAG	6.00
<i>LOBELIA CARDINALIS</i>	CARDINAL FLOWER	0.25
<i>LOBELIA SIPHILITICA</i>	GREAT BLUE LOBELIA	0.25
<i>LYCOPUS AMERICANUS</i>	COMMON WATER HOREHOUND	1.00
<i>MIMULUS RINGENS</i>	MONKEY FLOWER	1.00
<i>PELTANDRA VIRGINICA</i>	ARROW ARUM	16.00
<i>PENTHORUM SEDOIDES</i>	DITCH STONECROP	0.50
<i>POLYGONUM AMPHIBIUM VAR. STIPULACEUM**</i>	WATER SMARTWEED**	2.00
<i>PONTEDERIA CORDATA</i>	PICKEREL WEED	4.00
<i>SAGITTARIA LATIFOLIA</i>	COMMON ARROWHEAD	2.00
<i>SPARGANIUM EURYCARPUM</i>	COMMON BUR REED	6.00
<i>VERBENA HASTATA</i>	BLUE VERVAIN	1.00
	TOTAL	56.00

EMERGENT WETLAND SEED MIX STATISTICS			
NATIVE COMPONENT	PLS OZ./ACRE	PLS SEEDS/ACRE	PLS SEEDS/SQ .FT.
FORBS	56.00	1,354,097	31.09
GRASSES	26.00	2,556,083	58.68
TOTAL NATIVES	82.00	3,910,179	89.77
COVER	460.00	4,343,800	99.72
TOTALS	542.00	8,253,979	189.49

PROJECT 39-20-010

DATE: 07/06/2020

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GENERAL NOTES
TP 4 WETLAND CONSTRUCTION

DESIGNED
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DATE
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REVISIONS
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DESIGN AGENCY
CDLZ
OHIO, INC.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

OHIO TURNPIKE

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SEEDING, MISC: NATIVE POLLINATOR SEED MIXTURE

CARDNO MIDWEST MESIC POLLINATOR MIX (SUBSTITUTIONS/DELETIONS NOTED WITH **)		
BOTANICAL NAME	COMMON NAME	PLS OUNCES/ACRE
PERMANENT GRASSES:		
SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	36.00
SORGHASTRUM NUTANS	INDIAN GRASS	2.00
SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	6.00
	TOTAL	44.00
TEMPORARY COVER:		
AVENA SATIVA	COMMON OAT	360.00
LOLIUM MULTIFLORUM	ANNUAL RYE	100.00
	TOTAL	460.00
FORBS:		
AGASTACHE NEPETOIDES**	WESTERN GIANT HYSSOP**	2.00
ALLIUM CERNUUM	NODDING ONION	2.00
AMORPHIA GANESGENS**	LEAD PLANT**	-
ASCLEPIAS SYRIACA	COMMON MILKWEED	10.00
ASCLEPIAS TUBEROSA	BUTTERFLY WEED	2.00
BAPTISIA ALBA **	WHITE WILD INDIGO**	1.00
CHAMAECRISTA FASCICULATA	PARTRIDGE PEA	8.00
DALEA PURPUREA **	PURPLE PRAIRIE CLOVER**	3.00
EGHINAGEA PALLIDA**	PURPLE CONEFLOWER**	-
ECHINACEA PURPUREA	BROAD-LEAVED PURPLE CONEFLOWER	8.00
ERYNGIUM YUCCIFOLIUM	RATTLESNAKE MASTER	2.00
LIATRIS PYCNOSTACHYA	PRAIRIE BLAZING STAR	1.00
LUPINUS PERENNIS V. OCCIDENTALIS	WILD LUPINE	4.00
MONARDA FISTULOSA	WILD BERGAMOT	2.00
PENSTEMON DIGITALIS	FOXGLOVE BEARD TONGUE	1.00
PENSTEMON HIRSUTUS	HAIRY BEARD TONGUE	1.00
PYCNANTHEMUM VIRGINIANUM	COMMON MOUNTAIN MINT	0.50
RUDBECKIA TRILOBA **	BROWN-EYED SUSAN**	2.00
SENNA HEBECARPA	WILD SENNA	4.00
SILPHIUM PERFOLIATUM	CUP PLANT	1.00
SOLIDAGO SPECIOSA	SHOWY GOLDENROD	1.00
SYMPHYOTRICHUM ERICOIDES	HEATH ASTER	0.50
SYMPHYOTRICHUM LAEVE	SMOOTH BLUE ASTER	1.00
TRADESCANTIA OHIENSIS	COMMON SPIDERWORT	2.00
VERBENA STRICTA	HOARY VERVAIN	2.00
VERBESINA ALTERNIFOLIA	WINGSTEM	2.00
VERNONIA GIGANTEA	SMOOTH TALL IRONWEED	1.00
	TOTAL	64.00

NATIVE POLLINATOR SEED MIX STATISTICS			
NATIVE COMPONENT	PLS OZ./ACRE	PLS SEEDS/ACRE	PLS SEEDS/SQ .FT.
FORBS	64.00	1,355,250	31.11
GRASSES	44.00	417,831	9.59
TOTAL NATIVES	108.00	1,773,081	40.70
COVER	460.00	4,343,800	99.72
TOTALS	568.00	6,116,881	140.42

SEEDING, MISC: BERM SEED MIXTURE

CARDNO SLOPE STABILIZATION SEED MIX (SUBSTITUTIONS/DELETIONS NOTED WITH **)		
BOTANICAL NAME	COMMON NAME	PLS OUNCES/ACRE
PERMANENT GRASSES:		
ANDROPOGON GERARDII	BIG BLUESTEM	48.00
BOUTELOUA CURTIPENDULA	SIDE-OATS GRAMA	16.00
CAREX BLANDA**	COMMON WOOD SEDGE**	2.00
CAREX PENSYLVANICA**	COMMON OAK SEDGE**	2.00
ELYMUS CANADENSIS	CANADA WILD RYE	32.00
ELYMUS VIRGINICUS	VIRGINIA WILD RYE	24.00
PANICUM VIRGATUM	SWITCH GRASS	12.00
SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	32.00
SORGHASTRUM NUTANS	INDIAN GRASS	32.00
	TOTAL	200.00
TEMPORARY COVER:		
AVENA SATIVA	COMMON OAT	512.00
LOLIUM MULTIFLORUM	ANNUAL RYE	240.00
	TOTAL	752.00

BERM SEED MIX STATISTICS			
NATIVE COMPONENT	PLS OZ./ACRE	PLS SEEDS/ACRE	PLS SEEDS/SQ .FT.
FORBS	-	-	-
GRASSES	200.00	1,788,635	41.06
TOTAL NATIVES	200.00	1,788,635	41.06
COVER	752.00	7,565,120	173.67
TOTALS	952.00	9,353,755	214.73

PROJECT 39-20-010

DATE: 07/06/2020

517

OHIO TURNPIKE

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GENERAL NOTES

TP 4 WETLAND CONSTRUCTION

DESIGN AGENCY

CDLZ

OHIO, INC.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

OHIO TURNPIKE

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SEEDING, MISC.: FOREST WETLAND SEED MIXTURE

CARDNO EMERGENT WETLAND SEED MIX (SUBSTITUTIONS NOTED WITH **)		
BOTANICAL NAME	COMMON NAME	PLS OUNCES/ACRE
PERMANENT GRASSES/SEDGES:		
CALAMAGROSTIS CANADENSIS	BLUEJOINT GRASS	1.00
CAREX CRINITA	FRINGED SEDGE	1.00
CAREX FRANKII	BRISTLY CATTAIL SEDGE	3.00
CAREX LUPULINA	COMMON HOP SEDGE	3.00
CAREX LURIDA	BOTTLEBRUSH SEDGE	2.00
CAREX MUSKINGUMENSIS	SWAMP OVAL SEDGE	1.00
CAREX SQUARROSA	NARROW-LEAVED CATTAIL SEDGE	1.00
CAREX TYPHINA	COMMON CATTAIL SEDGE	3.00
CAREX VULPINOIDEA	BROWN FOX SEDGE	2.00
CINNA ARUNDINACEA	COMMON WOOD REED	0.50
ELYMUS VIRGINICUS	VIRGINIA WILD RYE	32.00
GLYCERIA STRIATA	FOWL MANNA GRASS	2.00
JUNCUS EFFUSUS	COMMON RUSH	0.50
LEERSIA ORYZOIDES	RICE CUT GRASS	2.00
SCIRPUS ATROVIRENS	DARK GREEN RUSH	1.00
SPARTINA PECTINATA	PRAIRIE CORD GRASS	1.00
	TOTAL	56.00
TEMPORARY COVER:		
AVENA SATIVA	COMMON OAT	360.00
LOLIUM MULTIFLORUM	ANNUAL RYE	100.00
	TOTAL	460.00
FORBS:		
ALISMA SUBCORDATUM	COMMON WATER PLANTAIN	1.00
ANGELICA ATROPURPUREA	GREAT ANGELICA	1.00
ASCLEPIAS INCARNATA	SWAMP MILKWEED	0.50
BIDENS CERNUA**	NODDING BEGGARTICKS**	2.50
BOEHMERIA CYLINDRICA	FALSE NETTLE	2.00
CAMPANULASTRUM AMERICANUM	TALL BELLFLOWER	0.25
CEPHALANTHUS OCCIDENTALIS	BUTTONBUSH	0.50
DOELLINGERIA UMBELLATA	FLAT-TOP ASTER	0.25
HELENIUM AUTUMNALE	SNEEZEWEED	1.00
HERACLEUM MAXIMUM	COW PARSNIP	1.00
LOBELIA SIPHILITICA	GREAT BLUE LOBELIA	0.50
LYCOPUS AMERICANUS	COMMON WATER HOREHOUND	0.50
MIMULUS RINGENS	MONKEY FLOWER	0.50
PENTHORUM SEDOIDES	DITCH STONECROP	0.50
POLYGONUM AMPHIBIUM VAR. STIPULACEUM**	WATER SMARTWEED**	2.00
RUDBECKIA LACINIATA	WILD GOLDEN GLOW	2.00
SENNA HEBECARPA	WILD SENNA	2.00
SOLIDAGO PATULA	SWAMP GOLDENROD	1.00
SYMPHYOTRICHUM PUNICEUM	BRISTLY ASTER	1.00
THALICTRUM DASYCARPUM	PURPLE MEADOW RUE	2.00
VERBESINA ALTERNIFOLIA	WINGSTEM	4.00
	TOTAL	26.00

FOREST WETLAND SEED MIX STATISTICS			
NATIVE COMPONENT	PLS OZ./ACRE	PLS SEEDS/ACRE	PLS SEEDS/SQ .FT.
FORBS	26.00	1,361,575	31.26
GRASSES	56.00	2,204,015	50.60
TOTAL NATIVES	82.00	3,565,589	81.85
COVER	460.00	4,343,800	99.72
TOTALS	542.00	7,909,389	181.57

GENERAL SUMMARY									
SHEET NUMBER					ITEM	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET
2	8	11	13	17					
								ROADWAY	
					201	1	LUMP	CLEARING AND GRUBBING	
				41,361	203	41,361	CY	EXCAVATION	
				19,450	203	19,450	CY	EMBANKMENT	
								EROSION CONTROL	
		5.5			601	5.5	CY	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER	
		17,335			651	17,335	CY	TOPSOIL STOCKPILED	
		17,335			652	17,335	CY	PLACING STOCKPILED TOPSOIL	
10,648					659	10,648	SY	SEEDING, MISC.: BERM SEED MIXTURE	2
7,260					659	7,260	SY	SEEDING, MISC.: NATIVE POLLINATOR SEED MIXTURE	2
968					659	968	SY	SEEDING, MISC.: EMERGENT WETLAND SEED MIXTURE	2
20,812					659	20,812	SY	SEEDING, MISC.: FOREST WETLAND SEED MIXTURE	2
					SPECIAL	1	LUMP	WETLAND MITIGATION	
		2,900			832	2,900	FEET	EROSION CONTROL, AS PER PLAN	
								LANDSCAPING	
			915		661	915	EACH	DECIDUOUS SHRUB, 18" HEIGHT, BARE ROOT, AS PER PLAN	2
			193		661	193	EACH	DECIDUOUS SHRUB, 3' HEIGHT, POTTED, AS PER PLAN	2
			40		661	40	EACH	DECIDUOUS TREE, 36" HEIGHT, BARE ROOT, AS PER PLAN	2
			53		661	53	EACH	DECIDUOUS TREE, 1" CALIPER, POTTED, AS PER PLAN	2
			41		661	41	EACH	DECIDUOUS TREE, 4" CALIPER, BURLAPPED AND BALLED, AS PER PLAN	2, 8
								DRAINAGE	
		40			SP 611	40	FEET	24" CONDUIT, TYPE B, 707.33	8, 11
	1				SP 611	1	EACH	WETLAND OUTLET STRUCTURE	8, 11
								INCIDENTALS	
					623	1	LUMP	CONSTRUCTION LAYOUT STAKES AND SURVEYING	

PROJECT 39-20-010
DATE: 07/06/2020

GENERAL NOTES & SUMMARY
TP 4 WETLAND CONSTRUCTION

DESIGNED: SGM
DRAWN: SMM

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NO. -
REVISIONS -

BY -
DATE -

DESIGN AGENCY
CDLZ
OHIO, INC.

OHIO TURNPIKE

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

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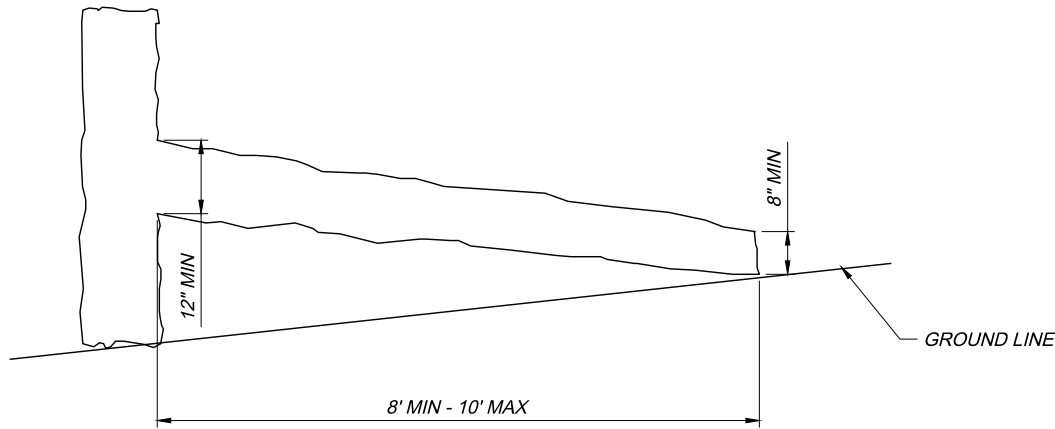
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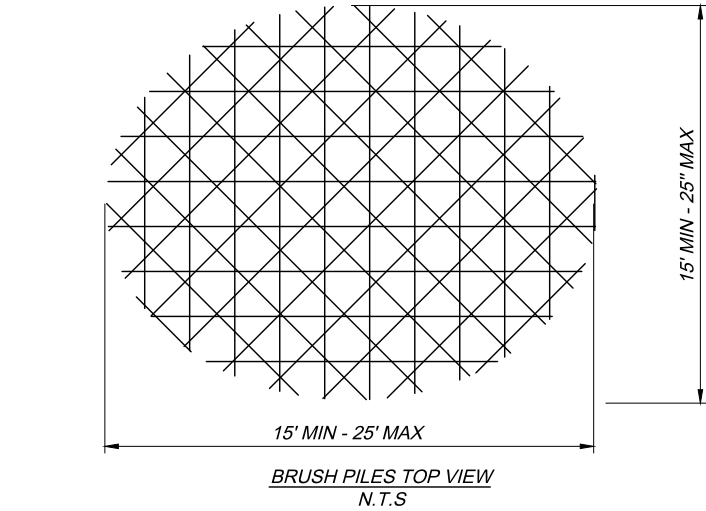
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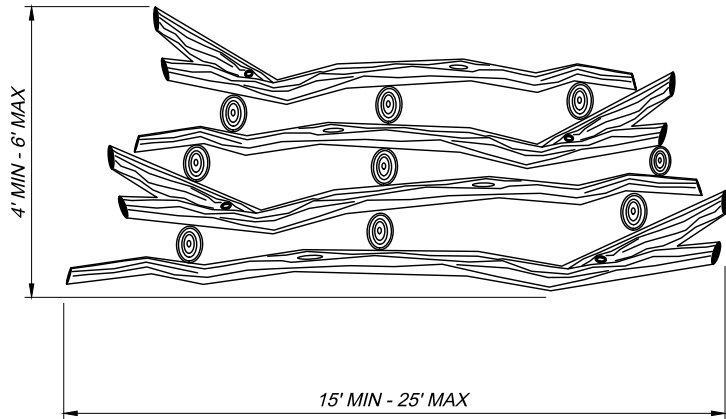


ROOT WAD
N.T.S

1. ORIENTATION SHOULD BE RANDOM
2. TRIM OR PARTIALLY BURY ROOT IF NEEDED TO MAINTAIN POSITION

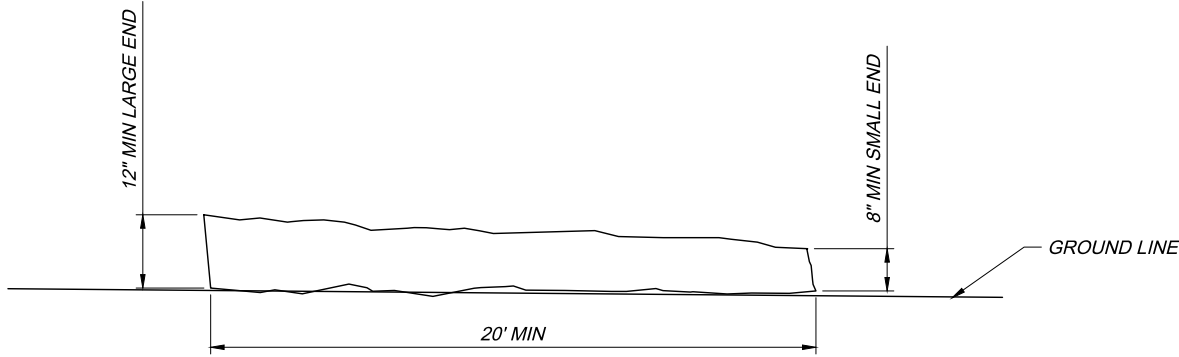


BRUSH PILES TOP VIEW
N.T.S



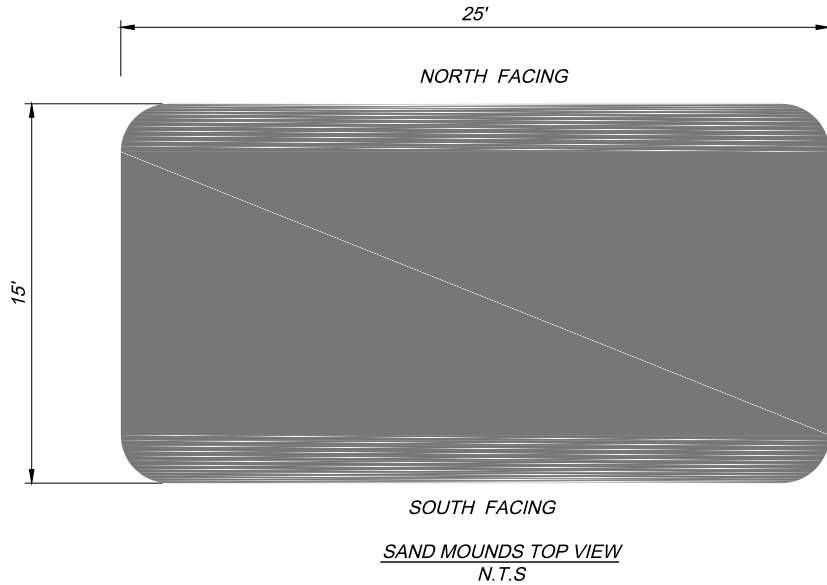
BRUSH PILES SECTION VIEW
N.T.S

1. BRUSH PILES CAN INCLUDE BRANCHES UP TO 6" DIAMETER
2. MINIMUM OF 6 LAYERS OF BRANCHES ON EACH
3. ROTATE LAYERS APPROXIMATELY 45 DEGREES FROM LAYER BELOW

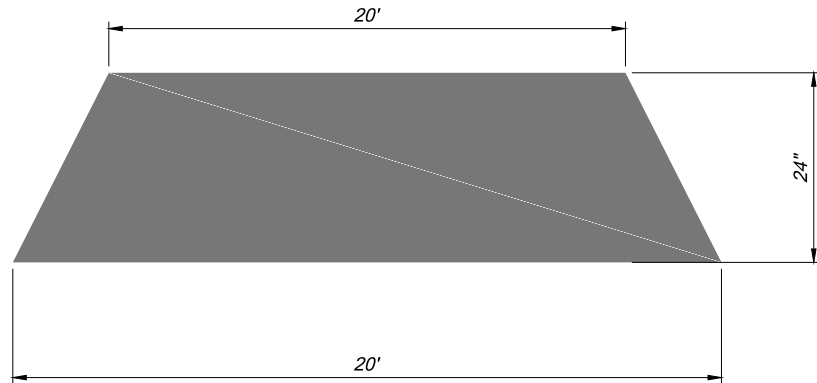


HORIZONTAL LOG
N.T.S

1. ORIENTATION SHOULD BE RANDOM



SAND MOUNDS TOP VIEW
N.T.S



SAND MOUNDS SECTION VIEW
N.T.S

1. LONG SIDES OF SAND MOUNDS MUST FACE NORTH AND SOUTH

PROJECT 39-20-010

DATE: 07/06/2020

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HABITAT STRUCTURE DETAILS

TP 4 WETLAND CONSTRUCTION

DESIGNED SGM

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CDLZ

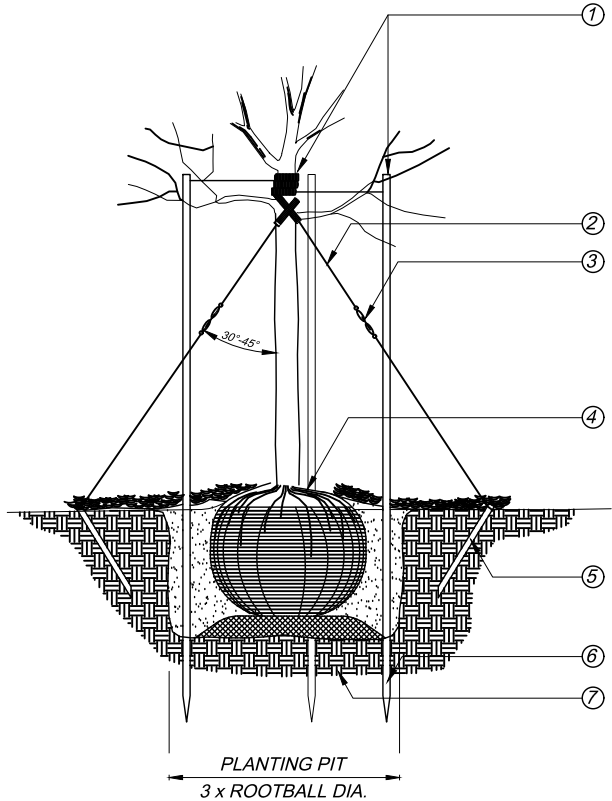
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OHIO TURNPIKE

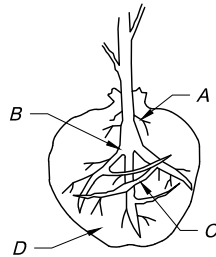
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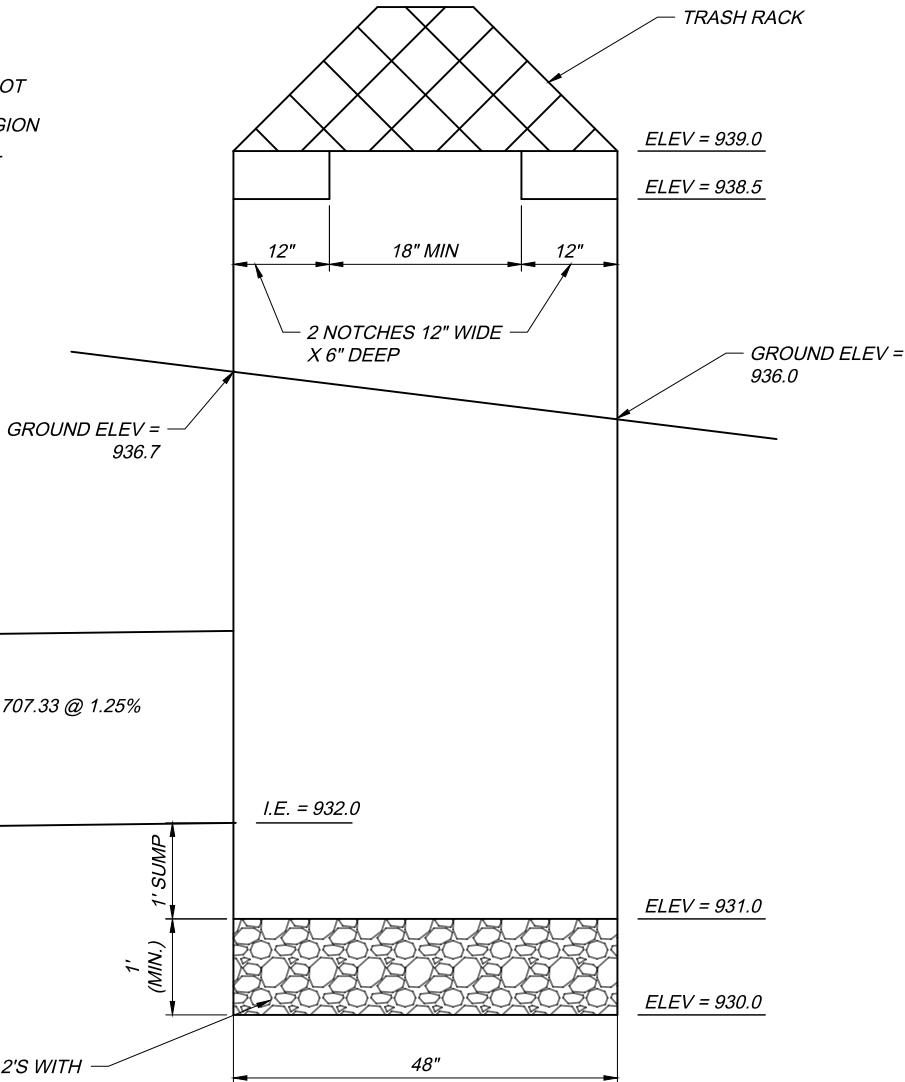
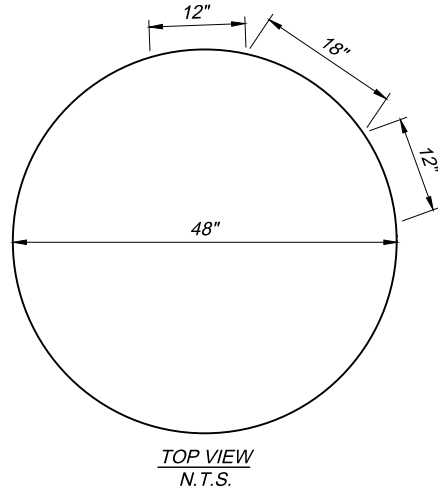


DECIDUOUS TREE, 4" CALIPER, BURLAPPED AND
BALLED, AS PER PLAN INSTALLATION DETAIL
N.T.S.

- TOP OF STAKES AND GUYS SHALL BE SET ABOVE FIRST BRANCHES. SET STAKES VERTICAL AND AT SAME HEIGHT
- ASTM A 641/A 641M, CLASS 1, GALVANIZED-STEEL WIRE, TWO-STRANDED, TWISTED, 0.106 INCH IN DIAMETER. FIVE STRANDED GUY CABLES, $\frac{3}{16}$ INCH DIAMETER, GALVANIZED-STEEL CABLE
- ZINC-COATED TURNBUCKLE
- REMOVE ALL TWINE, ROPE, BURLAP, AND WIRE FROM TOP $\frac{1}{3}$ OF ROOTBALL
- 2x4 WOOD OR STEEL T-POST ANCHOR STAKE SHALL BE DRIVEN BELOW FINISH GRADE. MIN. LENGTH SHALL BE 24"
- STAKES SHALL EXTEND 12" BELOW TREE PIT IN UNDISTURBED GROUND
- PLACE ROOTBALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT

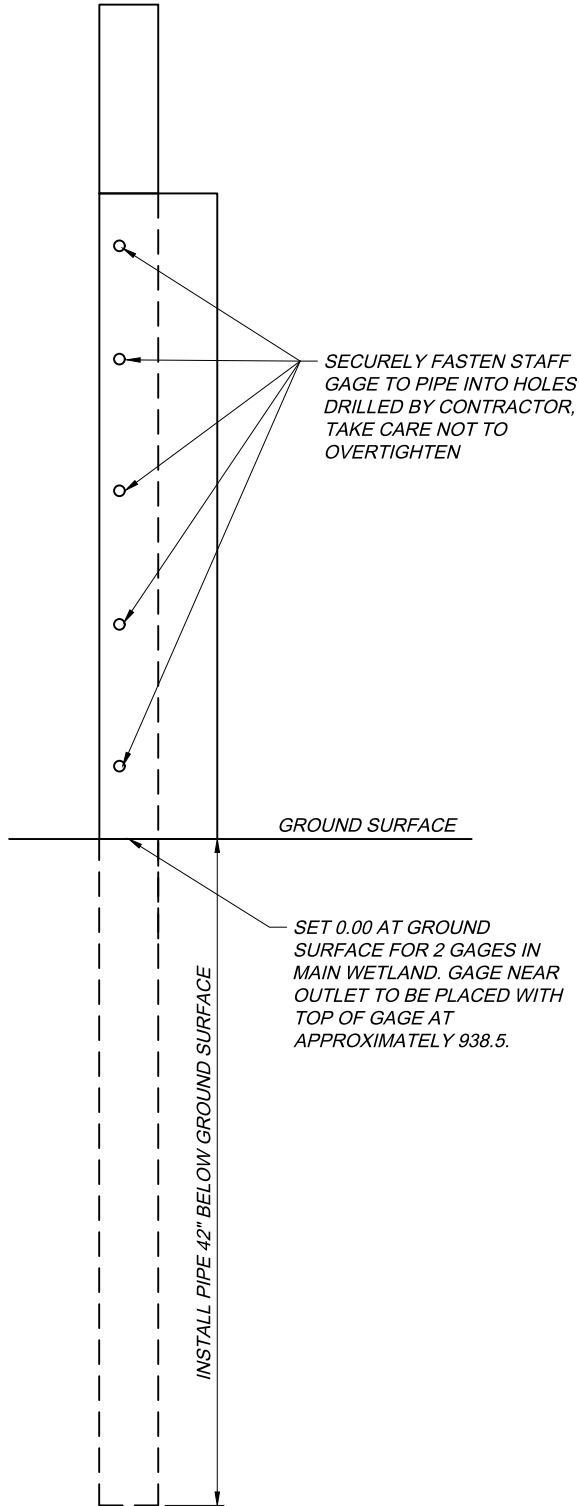


- A ADVENTITIOUS ROOT
- B ROOT COLLAR REGION
- C ENCIRCLING ROOT
- D ROOT BALL



SECTION VIEW
N.T.S.

SP611 - WETLAND OUTLET STRUCTURE



WETLAND STAFF GAGE
N.T.S.

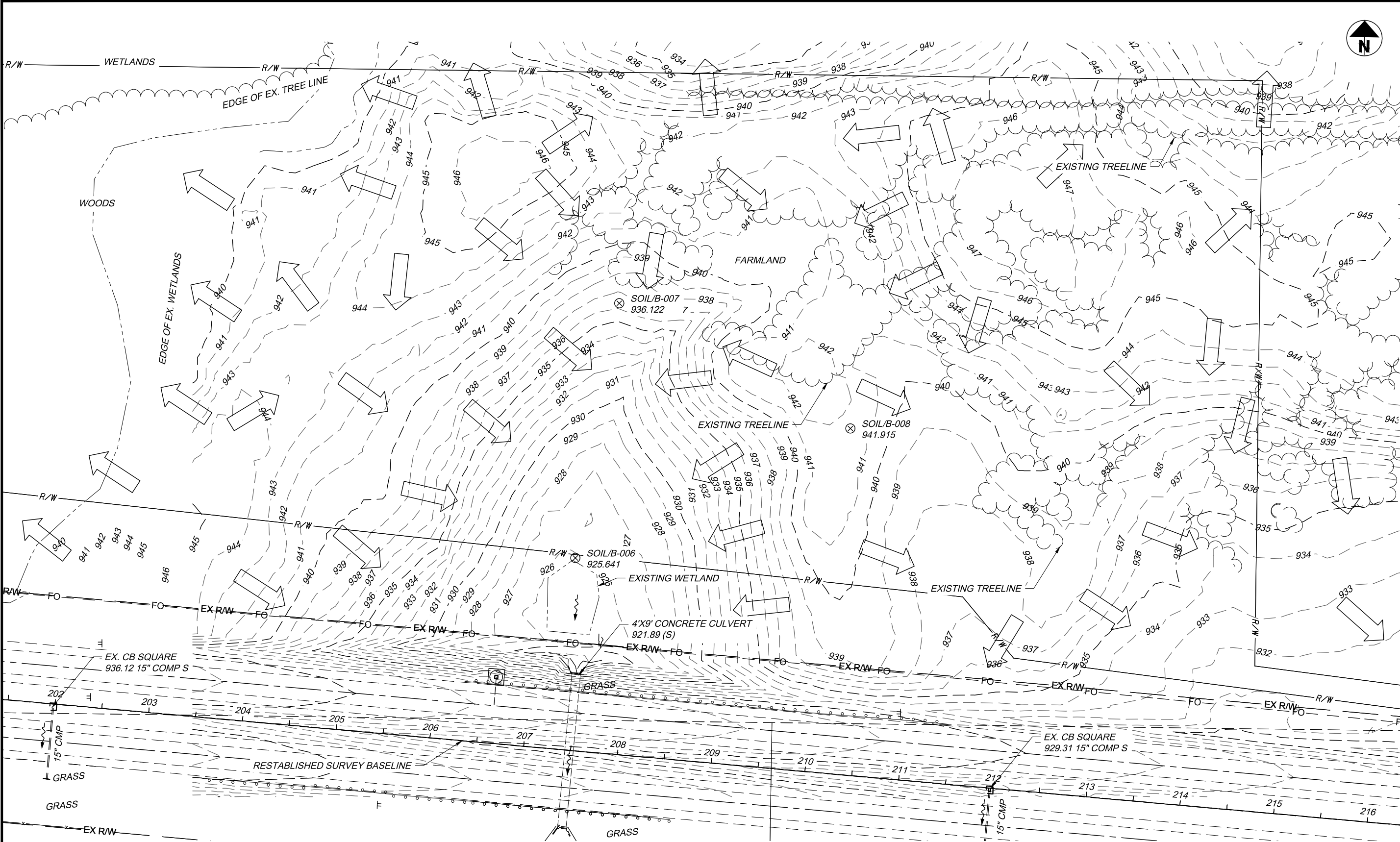
- NOTES:
- 48" OUTLET PIPE NOTCHED AT 938.5
 - SEPARATION OF NOTCHES, 18" MIN
 - NOTCHES FACING GENERALLY N/NE
 - THE QUANTITY OF 1 EACH FOR ITEM SPECIAL - WETLAND OUTLET STRUCTURE IS CARRIED TO THE GENERAL SUMMARY.

NO. 1'S AND 2'S WITH
FABRIC AT THE BOTTOM

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SOIL BORINGS			
NORTHING	EASTING	ELEVATION	BORING
722660.8	1358051	925.6410	SOIL/B-006
722931.5	1358098	936.1220	SOIL/B-007
722798.4	1358344	941.9150	SOIL/B-008

LEGEND

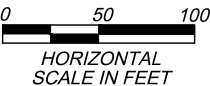
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EXISTING SURFACE WATER FLOW ARROW

⊗

XXXX/B-00X
XXX.XXX

SOIL BORING
ELEVATION



PROJECT 39-20-010
DATE: 07/06/2020

EXISTING CONDITIONS
TP 4 WETLAND CONSTRUCTION

DESIGN AGENCY
CDLZ
OHIO, INC.

DESIGNED: SGM
DRAWN: SMM

CHECKED: VLW
IN CHARGE: DES

BY DATE

REVISIONS

NO.

DES

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

OHIO TURNPIKE

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CHECKED: _____ DATE: _____ CORRECTED: _____ DATE: _____

BACKCHECKED: _____ DATE: _____ APPROVED: _____ DATE: _____

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[illegible]

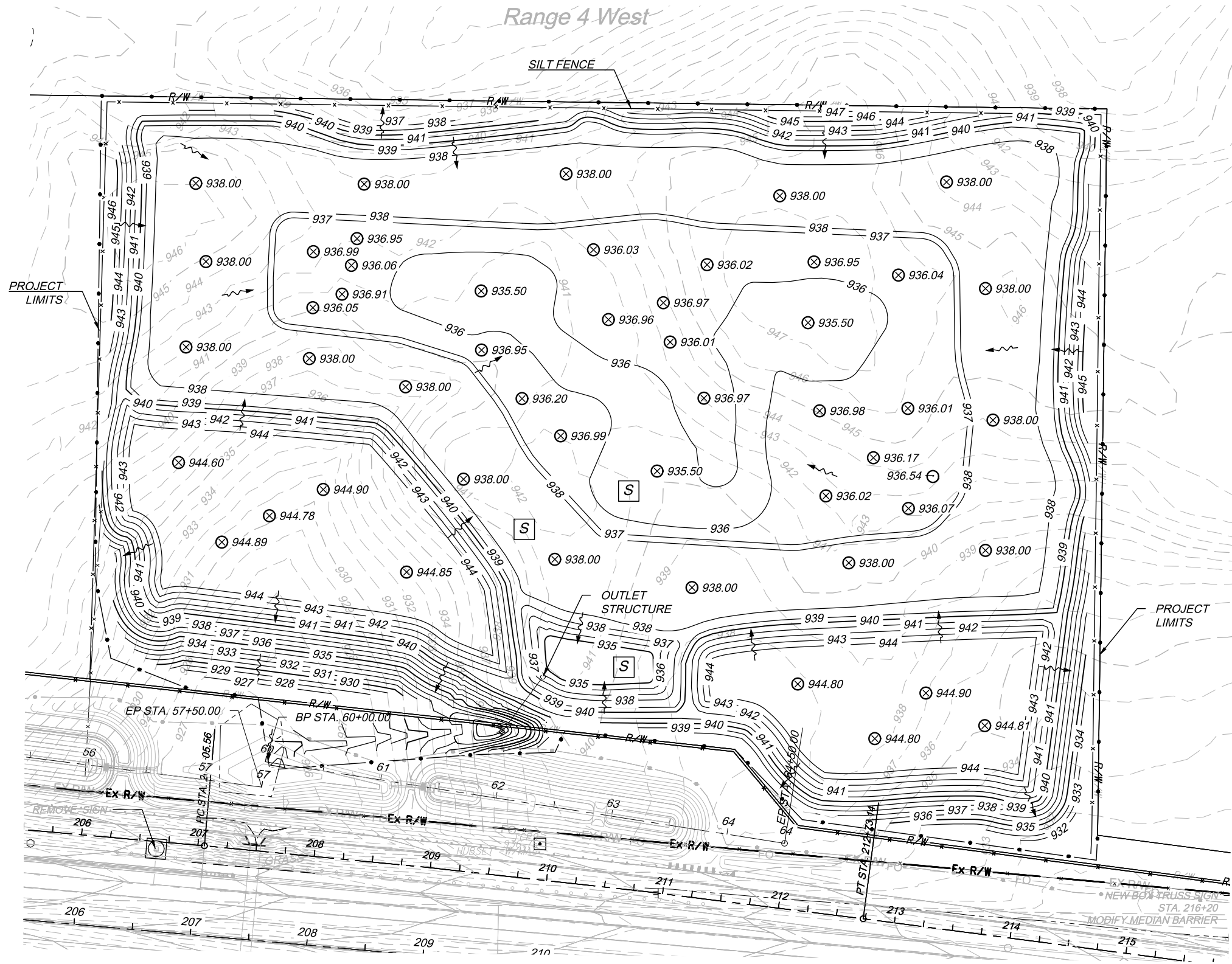
PROJECT: TOLL PLAZA - WESTGATE		DRILLING FIRM / OPERATOR:DLZ AD / T. LLEWELLYN		DRILL RIG: '18 CME 55-TATV-265		STATION / OFFSET:		EXPLORATION ID B-008-0-19														
TYPE: SUBGRADE		SAMPLING FIRM / LOGGER: DLZ AD / S. BOLLINGER		HAMMER: CME AUTOMATIC		ALIGNMENT:																
PID: SFN:		DRILLING METHOD: 3.25" HSA		CALIBRATION DATE: 4/26/18		ELEVATION: 941.9 (MSL) EOB: 25.5 ft.		PAGE 1 OF 1														
START: 9/26/19 END: 9/26/19		SAMPLING METHOD: SPT		ENERGY RATIO (%): 90*		COORD: 722798.4100 N, 1358343.5300 E																
MATERIAL DESCRIPTION AND NOTES		ELEV. 941.9	DEPTHS		SPT/ RQD	N ₆₀	REC (%)	SAMPLE ID	HP (tsf)	GRADATION (%)					ATTERBERG				WC	ODOT CLASS (G)	BACK FILL	
										GR	CS	FS	SI	CL	LL	PL	PI					
Topsoil - 18"		940.4	1	2	3	11	50	SS-1	2.75	-	-	-	SI	-	-	-	-	-	-	A-6a (V)		
Hard brown SILT AND CLAY (A-6a), some sand, trace gravel; damp.			2	3	4																	
			3	3	8	27	72	SS-2	4.5+	-	-	-	-							A-6a (V)		
			4	8	10																	
			5	3	7	29	89	SS-3	4.5+	-	-	-	-	-	PL	-	-			A-6a (V)		
			6	7	12																	
			7																			
			8	5	8	32	78	SS-4	4.5+	-	-	-	-	-	-	-	-			A-6a (V)		
			9																			
			10	4	9	29	89	SS-5	4.5+	-	-	FS	-	-	-	-	-	-	-		A-6a (V)	
			11	9	10																	
Very stiff gray SILTY CLAY (A-6b), little sand; damp.		929.4	12																			
@ 17.5' - 20.0'; hard, brownish gray.			13	5	6	23	100	SS-6	4.00	-	-	-	-	-	-	-	-	-		A-6b (V)		
			14		9																	
			15	2	6	18	78	SS-7	4.00	-	-	-	-	-	-	-	-	-		A-6b (V)		
			16	6	6																	
			17																			
			18	4	6	24	100	SS-8	4.50	-	-	-	-	-	-	-	-	-		A-6b (V)		
Very stiff to hard SILT AND CLAY (A-6a), little sand, trace gravel; damp.		921.9	19																			
@ 24.0' - 25.5'; stiff, moist.			20																			
			21	4	8	27	83	SS-9	4.50	-	-	-	-	-	-	-	-		A-6a (V)			
			22																			
			23	3	4	12	94	SS-10	2.75	-	-	-	-	-	-	-	-		A-6a (V)			
			24	5	4																	
			25	4	5	14	94	SS-11	1.50	-	-	-	-	-	-	-	-		A-6a (V)			
		916.4	EOB																			

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CORRECTED: DATE: APPROVED: DATE:

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LEGEND

— 940 —

PROPOSED CONTOUR

- - 940 - -

EXISTING CONTOUR

~

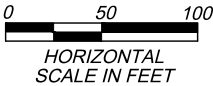
PROPOSED DIRECTION OF SURFACE RUN-OFF

⊗ XXX.XX

PROPOSED SURFACE SPOT ELEVATION

S

WETLAND STAFF GAGE



- NOTES
1.

EXISTING WETLANDS AND MATURE FORESTED AREAS ARE PRESENT TO THE WEST AND ARE NOT TO BE DISTURBED BEYOND THE PROJECT LIMITS.
2.

UTILITIES AND OTHER STRUCTURES SHOWN ARE APPROXIMATE, FIELD VERIFY PRIOR TO CONSTRUCTION.
3.

TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES TO BE INSTALLED PRIOR TO PERFORMING EARTHWORK AND SHALL BE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES ARE IN PLACE. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING STABILIZED TEMPORARY GRAVEL CONSTRUCTION ENTRANCE THROUGHOUT CONSTRUCTION IN ACCORDANCE WITH OHIO STORM WATER QUALITY MANUAL.
4.

STRIP 12" OF TOPSOIL FROM ALL AREAS TO BE DISTURBED AND STOCKPILE FOR LATER USE, PAID FOR AS APPROXIMATELY 17,335 CY OF 'ITEM 651-TOPSOIL STOCKPILED.' LOCATION OF SOIL STOCKPILE TO BE PROVIDED BY CONTRACTOR AND APPROVED BY THE CHIEF ENGINEER.
5.

EXCAVATION BELOW TOPSOIL TO BE PERFORMED TO 12 INCHES BELOW FINAL GRADES AS SHOWN ON THE PLANS. THERE IS APPROXIMATELY 22,000 CY OF EXCESS EXCAVATION THAT IS TO BE UTILIZED ELSEWHERE ON THE ADJACENT PROJECTS, 39-20-01A & B. REMOVE EXCESS EXCAVATED SOIL AT THE DIRECTION OF THE CHIEF ENGINEER. THE COST FOR THE REMOVAL AND PLACEMENT OF THIS EXCESS EXCAVATION IS INCLUDED IN THE UNIT PRICE BID FOR ITEM 203 - EXCAVATION.
6.

EMBANKMENT IS TO BE PLACED TO PROVIDE ELEVATIONS ON THE SITE 12 INCHES BELOW FINAL GRADES AND COMPACTED PER ODOT 203. EMBANKMENT SOILS ARE HIGH IN CLAY CONTENT AND MUST BE FREE FROM LARGE ROCKS OR OTHER DEBRIS.
7.

STOCKPILED TOPSOIL TO BE PLACED OVER THE ENTIRE SITE FOLLOWING PLACEMENT OF EMBANKMENT, DEPTH OF TOPSOIL TO BE 12" AND PAID FOR AS APPROXIMATELY 17,335 CY OF 'ITEM 652-PLACING STOCKPILED TOPSOIL.'
8.

OUTLET STRUCTURE TO BE CONSTRUCTED ACCORDING TO PLAN, REQUIRES CONTRACTOR SUBMITTAL FOR APPROVAL. STRUCTURE IS 48 INCH DIAMETER VERTICAL CONCRETE PIPE, WITH TWO (2) NOTCHES CUT PER PLAN AND TOP TRASH RACK COVER, WITH 12 INCH DEEP ROCK IN BOTTOM OVER FILTER PER PLAN. A QUANTITY OF 1 EACH FOR ITEM SPECIAL (611) - WETLAND OUTLET STRUCTURE IS CARRIED TO THE GENERAL SUMMARY.
9.

PIPE OUTLET FROM OUTLET STRUCTURE IS APPROXIMATELY 40 LF OF ITEM 611 - 24" TYPE B, 707.33 PIPE PER THE PLANS, WITH APPROXIMATELY 5.5 CY OF 'ITEM 601- ROCK CHANNEL PROTECTION, TYPE C WITH FABRIC' AT THE OUTLET AS PER PLANS.
10.

CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, TRAFFIC MAINTENANCE PLANS, AND COORDINATION WITH APPROPRIATE JURISDICTIONS REGARDING WORK WITHIN THE ROW.
11.

WETLAND STAFF GAGES TO BE PROVIDED PER PLANS. STAFF GAGE NEAREST OUTLET TO BE INSTALLED WITH TOP OF STAFF GAGE AT APPROXIMATELY 938.5. ENSURE STAFF GAGE IS MINIMUM OF 10 FEET FROM OUTLET STRUCTURE. OTHER TWO (2) STAFF GAGES TO BE PLACED WITH 0.00 AT SOIL SURFACE. CONTRACTOR TO SURVEY ELEVATIONS OF 0.00 MARK ON ALL THREE (3) STAFF GAGES. STAFF GAGES TO BE PLACED AFTER PLACEMENT OF WILDLIFE HABITAT STRUCTURES OR CONCURRENTLY WITH TREE AND SHRUB PLANTING. WETLAND STAFF GAGES SHALL BE INCLUDED IN 'ITEM SPECIAL - WETLAND MITIGATION'
12.

THE CONTRACTOR SHALL INSTALL APPROXIMATELY 2,900 LF OF SILT FENCE ALONG THE WEST, NORTH, AND EAST SIDES OF THE GRADING. ALL EFFORT TO INSTALL, MAINTAIN AND REMOVE THE SILT FENCE IS INCLUDED IN ITEM 832-EROSION CONTROL, AS PER PLAN (SILT FENCE).

PROJECT 39-20-01C
DATE: 07/06/2020

PROPOSED GRADING
TP 4 WETLAND CONSTRUCTION

DESIGN AGENCY
CDLZ
OHIO, INC.

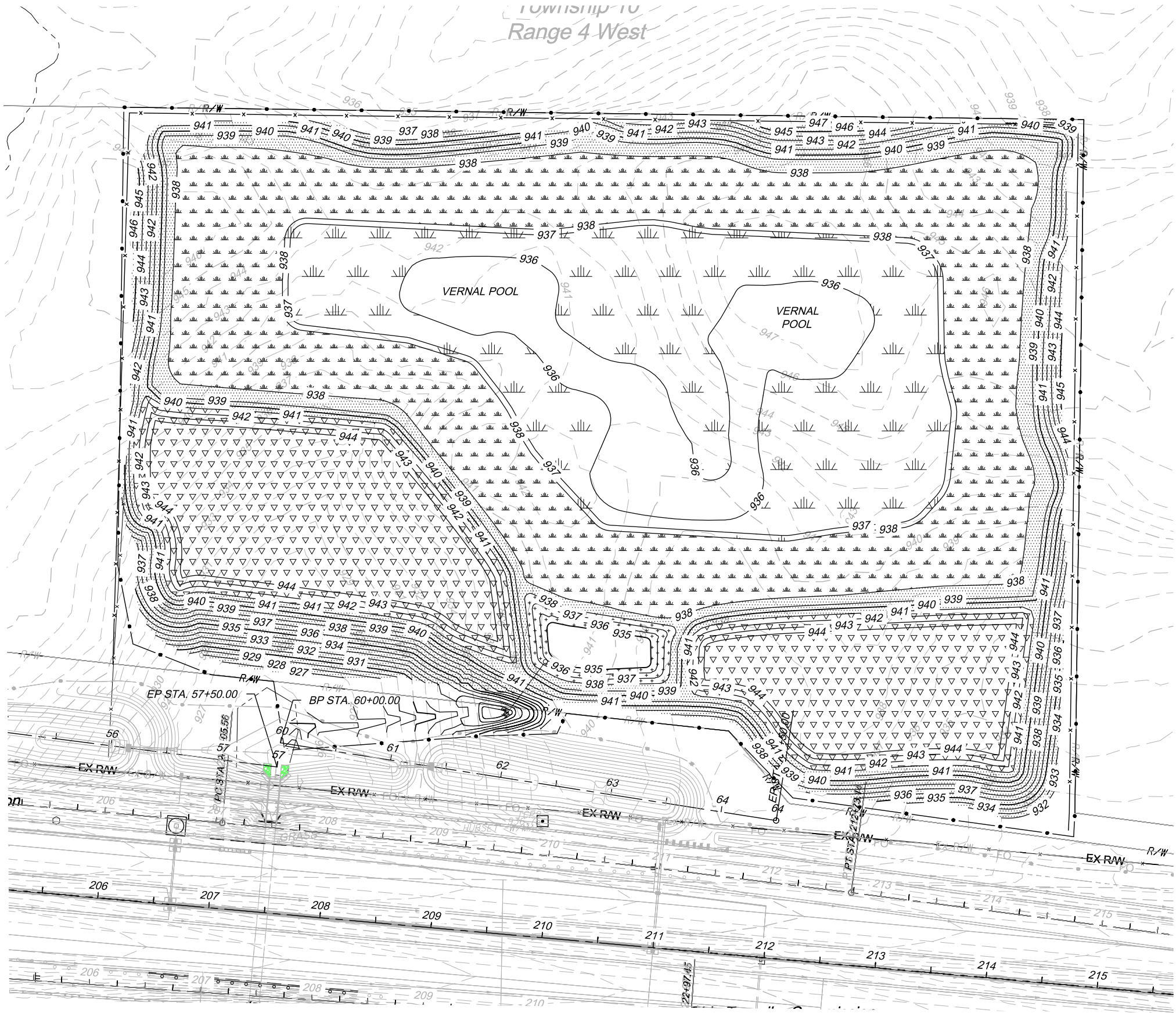
OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

OHIO TURNPIKE

CHECKING PRINT

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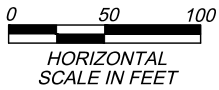


LEGEND

- 940 —

PROPOSED CONTOUR
- - 940 - -

EXISTING CONTOUR
- SEEDING, MISC: EMERGENT WETLAND SEED MIXTURE
- SEEDING, MISC: NATIVE POLLINATOR SEED MIXTURE
- SEEDING, MISC: BERM SEED MIXTURE
- SEEDING, MISC: FOREST WETLAND SEED MIXTURE
- SEEDING, MISC: FOREST WETLAND SEED MIXTURE (SEED ONLY ON MOUNDS, AREAS AT OR ABOVE APPROX. 937.0 ELEVATION)



SEE SHEETS 2 & 4-6 FOR SEEDING NOTES.



PROJECT 39-20-010

DATE: 07/06/2020

PROPOSED SEEDING

TP 4 WETLAND CONSTRUCTION

DESIGNED	CHECKED	NO.	REVISIONS	BY	DATE
SGM	VLW	-	-	-	-
DRAWN	IN CHARGE	-	-	-	-
SMM	DES	-	-	-	-

DESIGN AGENCY

DLZ

OHIO, INC.

OHIO TURNPIKE

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

CHECKING PRINT

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DATE: _____

CORRECTED: _____

DATE: _____

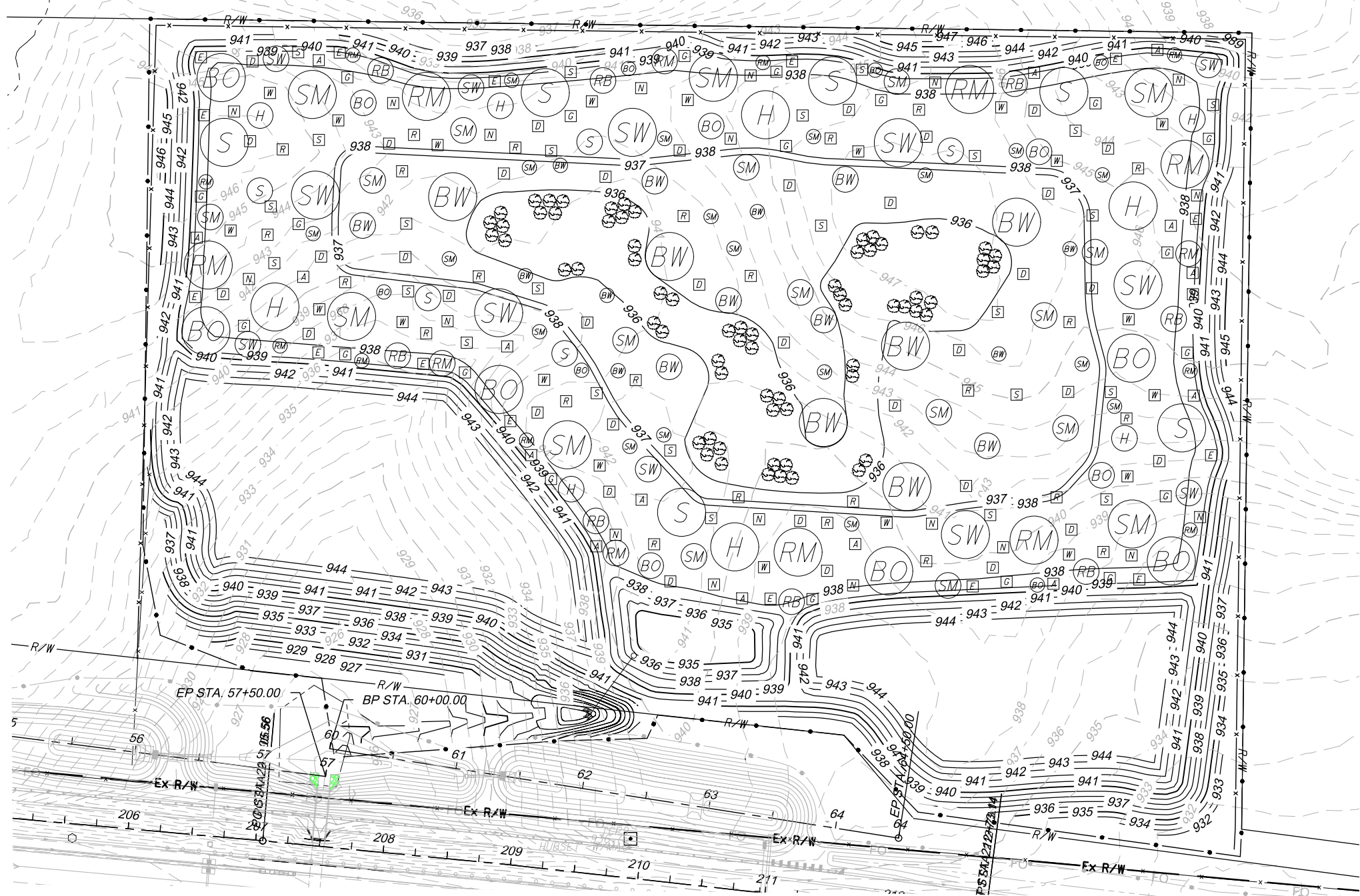
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DATE: _____

APPROVED: _____

DATE: _____

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LEGEND

- 940 — PROPOSED CONTOUR
- - 940 - - EXISTING CONTOUR
- [X] SHRUB GROUP
- [B] BUTTONBUSH
- [X] DECIDUOUS TREE, 4" CALIPER, BURLAPPED AND BALLED
- [X] DECIDUOUS TREE, 1" CALIPER, POTTED
- [X] DECIDUOUS TREE, 36" HEIGHT, BARE ROOT

SHRUB LIST

[D]	SILKY DOGWOOD
[S]	SPICEBUSH
[E]	BLACK ELDERBERRY
[N]	NANNYBERRY
[G]	GRAY DOGWOOD
[W]	WINTERBERRY
[A]	AMERICAN CRANBERRY BUSH
[R]	RED-OSIER DOGWOOD
[B]	BUTTONBUSH

DECIDUOUS SHRUB, 18"
HEIGHT, BARE ROOT

165
125
75
100
100
100
75
125
50

DECIDUOUS SHRUB, 3"
HEIGHT, POTTED

35
25
15
20
20
20
15
25
18

TREE LIST

[BW]	BLACK WILLOW
[SM]	SILVER MAPLE
[RM]	RED MAPLE
[S]	SYCAMORE
[SW]	SWAMP WHITE OAK
[BO]	BUR OAK
[RB]	RIVER BIRCH
[H]	HACKBERRY

36" HEIGHT BARE
ROOT (SMALL)

7
18
9
0
0
6
0
0

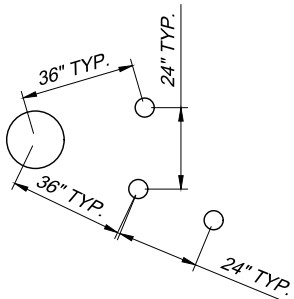
1" CALIPER,
POTTED (MEDIUM)

7
13
4
5
6
5
8
5

4" CALIPER, BURLAPPED
AND BALLED (LARGE)

6
6
6
6
6
0
0
5

SHRUB PLANTING DETAIL



SHRUB GROUP (SAME SPECIES)

SMALL SHRUBS TO BE 24" APART WITH
LARGE SHRUB 36" FROM NEAREST
SMALL SHRUB OF GROUP



SEE SHEETS 3-4 FOR PLANTING NOTES

PROJECT 39-20-010
DATE: 07/06/2020

PROPOSED PLANTING
TP 4 WETLAND CONSTRUCTION

DESIGN AGENCY
DLZ
OHIO, INC.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

13
17

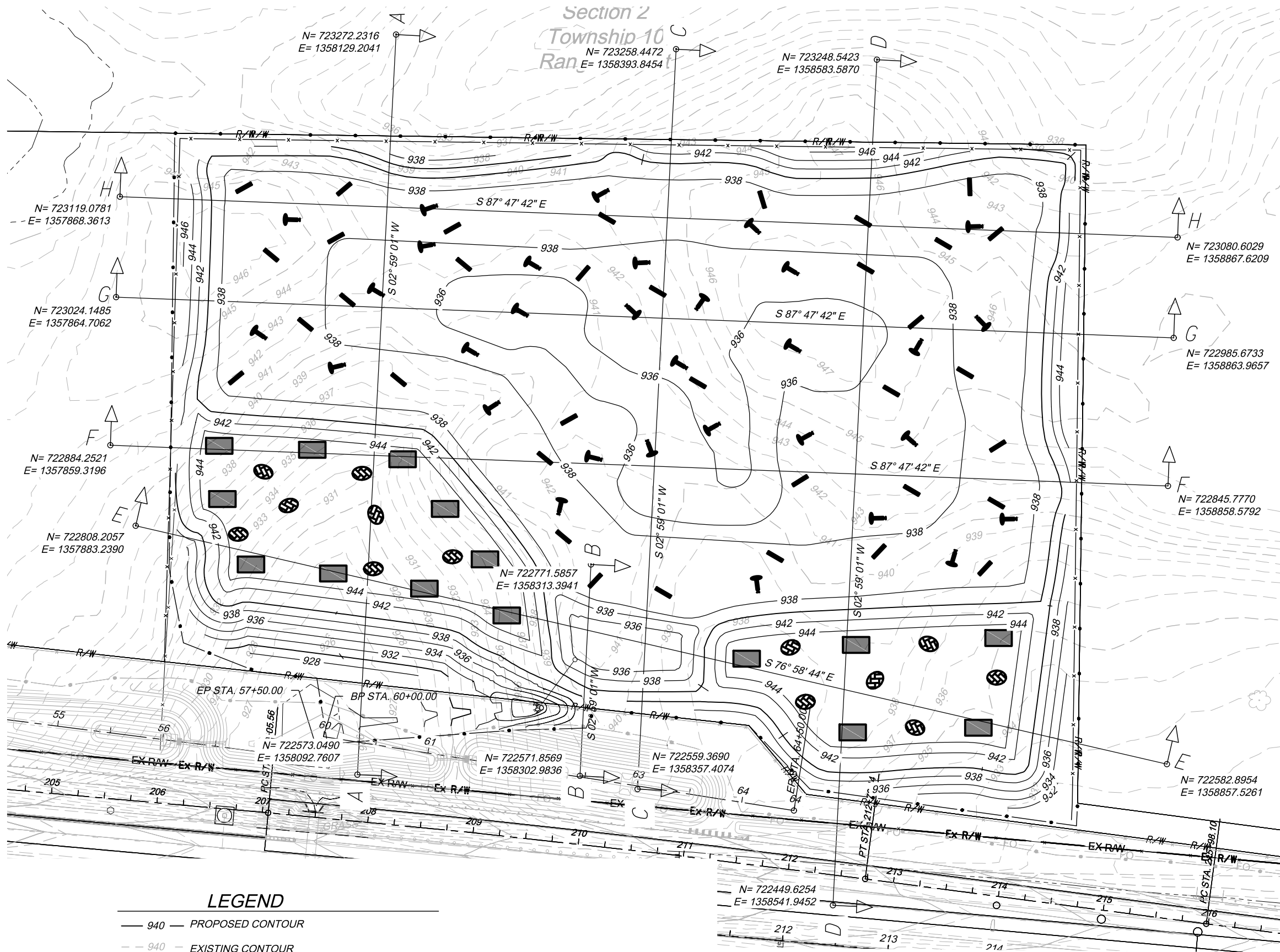
OHIO TURNPIKE

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BACKCHECKED: DATE: APPROVED: DATE:

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PROJECT 39-20-010
DATE: 07/06/2020

PROPOSED WILDLIFE
TP 4 WETLAND CONSTRUCTION

DESIGN AGENCY
CDLZ
OHIO, INC.

DESIGNED
SGM
DRAWN
SMM

CHECKED
VLW
IN CHARGE
DES

NO.
-

REVISIONS
-

BY
-

DATE
-

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

OHIO TURNPIKE

CHECKING PRINT

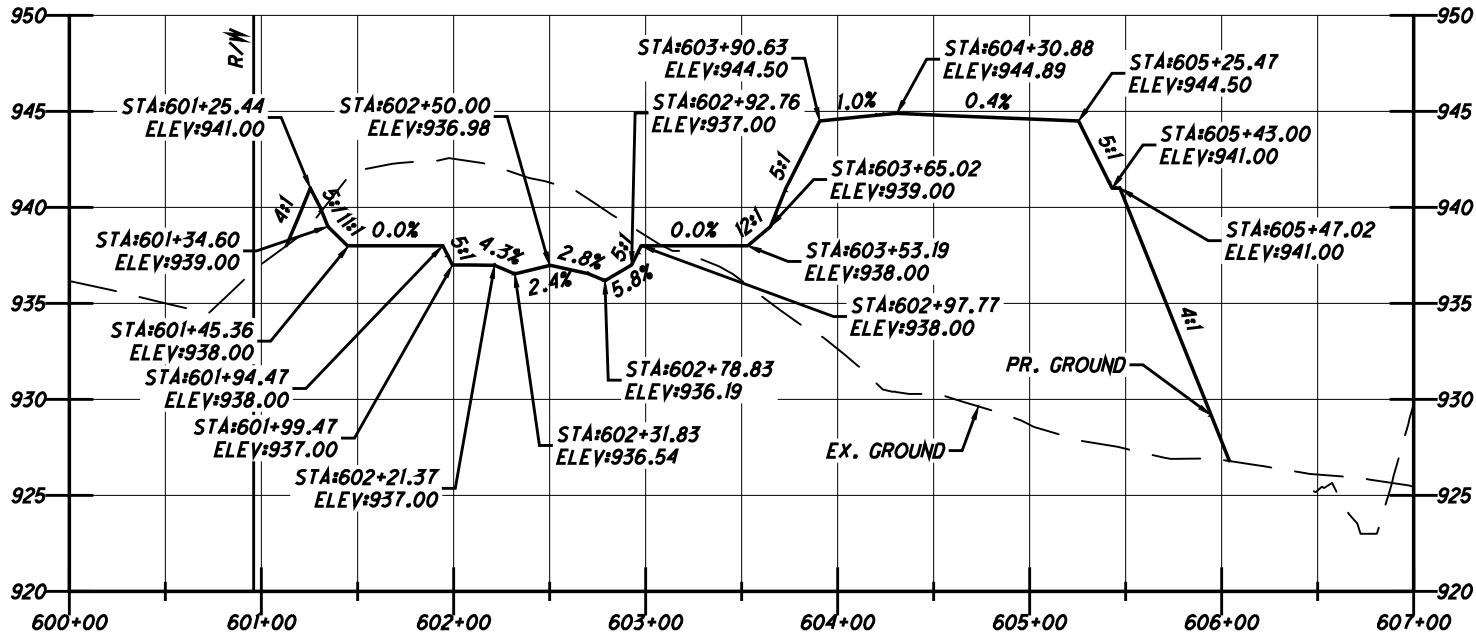
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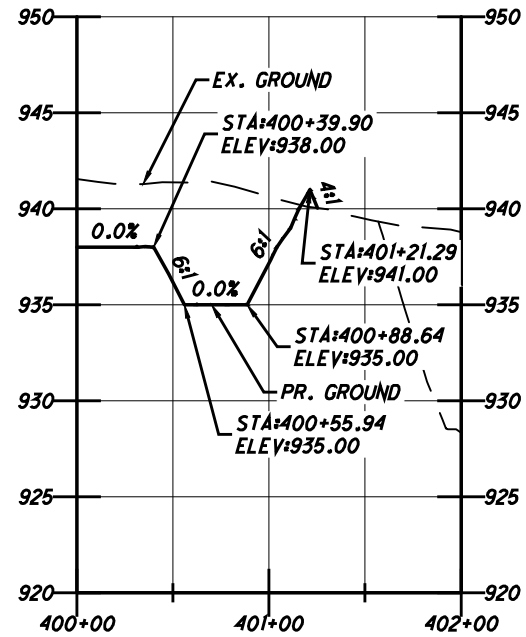
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APPROVED: _____ DATE: _____

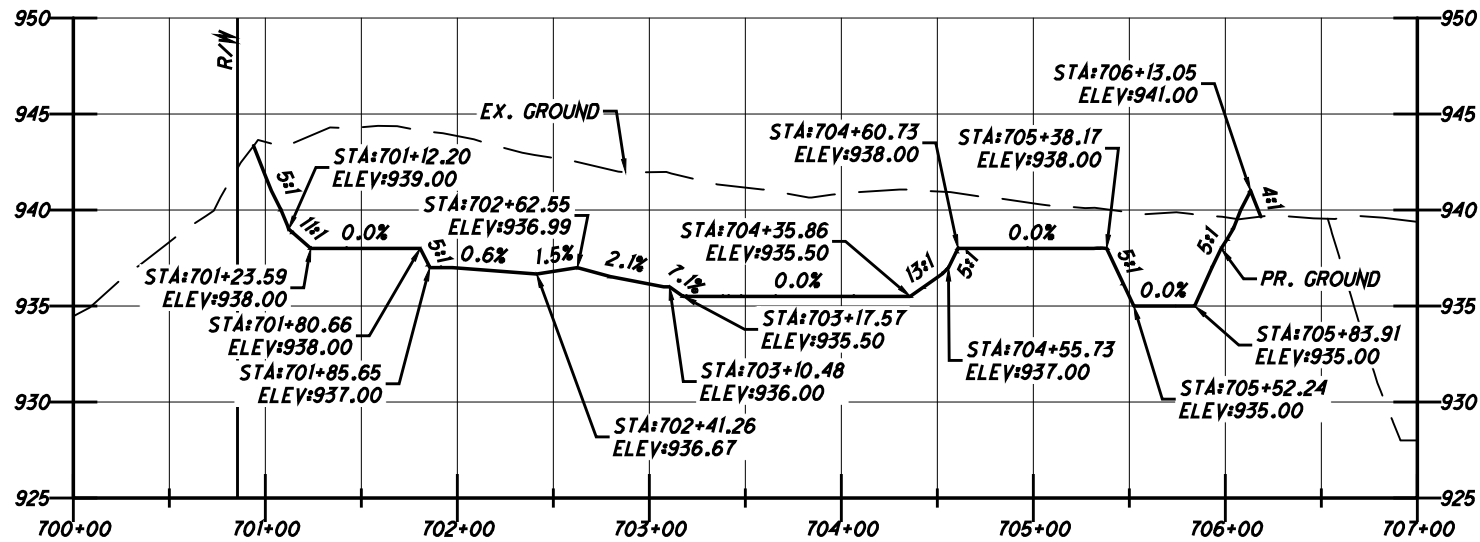
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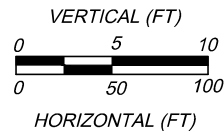
CROSS SECTION A-A
LOOKING EAST



CROSS SECTION B-B
LOOKING EAST



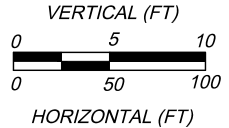
CROSS SECTION C-C
LOOKING EAST



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BACKCHECKED: _____ DATE: _____ APPROVED: _____ DATE: _____

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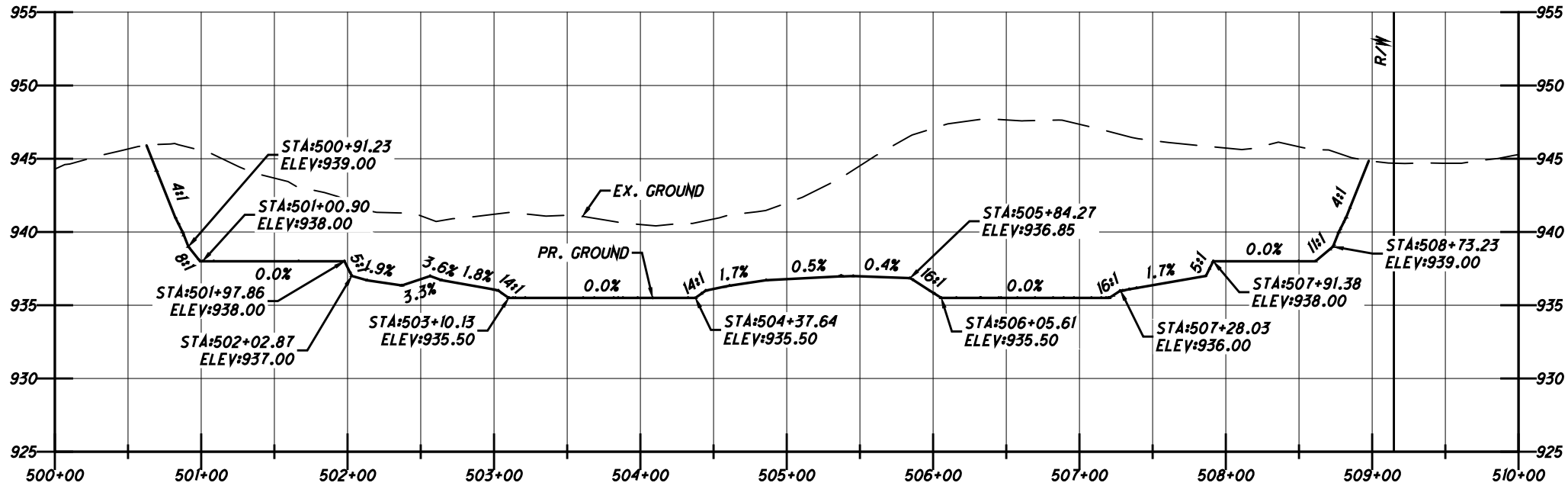


	<div style="text-align: center;">  </div>	PROJECT 39-20-010	<div style="text-align: center;"> <h2>CROSS SECTIONS</h2> <h3>TP 4 WETLAND CONSTRUCTION</h3> </div>	DESIGNED	CHECKED	NO.	REVISIONS	BY	DATE
		SGM		VLW	-	-	-	-	-
		DRAWN		IN CHARGE	-	-	-	-	-
		SMM		DES	-	-	-	-	-

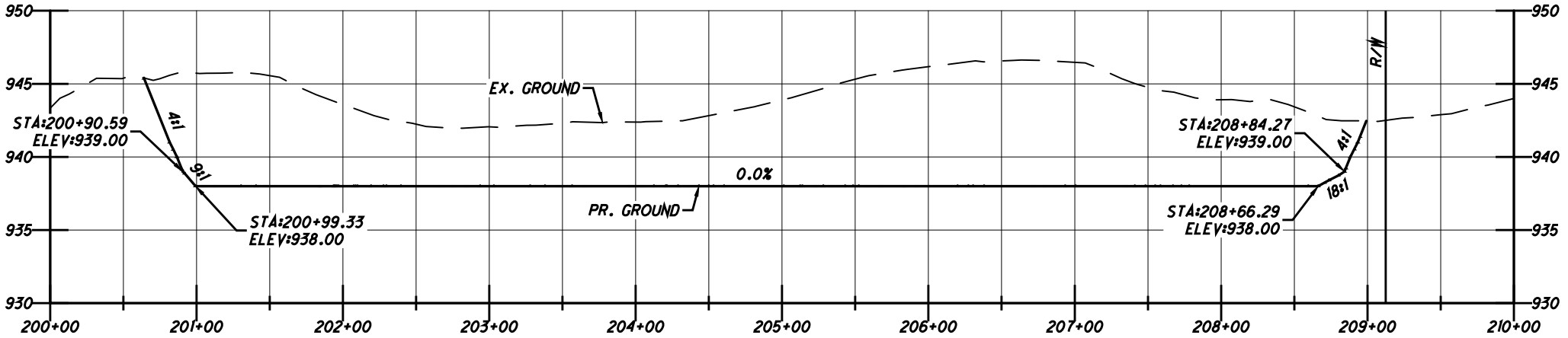
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BACKCHECKED: _____ DATE: _____ APPROVED: _____ DATE: _____

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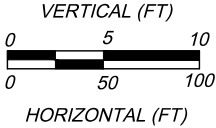


CROSS SECTION G-G
LOOKING NORTH



CROSS SECTION H-H
LOOKING NORTH

EARTHWORK SUBSUMMARY	
ITEM 203 - EXCAVATION	41,361 CY
ITEM 203 - EMBANKMENT	19,450 CY



PROJECT 39-20-010
DATE: 07/06/2020

CROSS SECTIONS
TP 4 WETLAND CONSTRUCTION

DESIGN AGENCY
CDLZ
OHIO, INC.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

17
17

OHIO TURNPIKE

REVISIONS	BY	DATE

DESIGNED	CHECKED	NO.
SGM	VLW	
DRAWN	IN CHARGE	
SMM	DES	



DEPARTMENT OF THE ARMY
BUFFALO DISTRICT, CORPS OF ENGINEERS
1776 NIAGARA STREET
BUFFALO, NEW YORK 14207-3199

PLEASE SIGN AND SUBMIT
THE COMPLETION FORM
ATTACHED TO THIS PERMIT

November 2, 2020

Regulatory Branch

SUBJECT: Transmittal of Validated Department of the Army Permit No. LRB-2018-01498

Mr. Anthony Yacobucci
Ohio Turnpike and Infrastructure Commission
682 Prospect Street
Berea, Ohio 44017

Dear Mr. Yacobucci:

This letter concerns the Ohio Turnpike and Infrastructure Commission's application for a Department of the Army (DA) permit to discharge fill material into federal jurisdictional wetlands and stream channel in association with construction of the Westgate Toll Plaza within a parcel of land located along the Ohio Turnpike between the County Route 4 and County Route 5 overpass bridges within Northwest Township 10 South, Range 4 West, Section 2, in Williams County, Ohio.

Enclosed is the validated DA permit which you have accepted the terms and conditions thereof.

Please note that our office must be informed of the commencement and completion of the authorized work. Forms for this purpose are enclosed. Also enclosed is a laminated first page of the permit describing the proposed work which must be conspicuously displayed at the site of work.

Revised plans must be submitted to our office if material changes in the location or plans of the work are necessary because of unforeseen or altered conditions, or otherwise. These revised plans must receive the approval required by law before construction is started.

Questions pertaining to this matter should be directed to Keith Sendziak, who may be contacted by calling 716-879-4339, by writing to the following address: U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207, or by e-mail at: keith.c.sendziak@usace.army.mil

Sincerely,

Diane C. Kozlowski
Chief, Regulatory Branch

Enclosures

IMPORTANT

This form must be completed and mailed to the District Commander at: Regulatory Branch, U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207 **prior to commencement** of any work authorized by Department of the Army Permit No. 2018-01498 (Standard Permit)

Date:

Northwest Township 10 South, Range 4 West, Section 2
Williams County
Ohio

Mr. David Leput
Regulatory Branch
U.S. Army Corps of Engineers
1776 Niagara Street
Buffalo, New York 14207

Dear Mr. Leput:

You are hereby notified that the work authorized under Department of the Army Permit No. 2018-01498, issued to the Ohio Turnpike and Infrastructure Commission, to discharge fill material into 0.03 acres of Category I emergent wetland, 1.84 acres of Category III forested wetland and 71 linear feet of intermittent stream channel will be started on or about -
_____ (Month/Day/Year)

The first work to be undertaken is as follows: _____

In commencing the work, I accept and agree to comply with the terms and conditions of the permit.

By: _____
(Authorized Signature) (Title)

Permittee Telephone Number: _____

Date:

File Closed: 11/02/2020

IMPORTANT

This form must be completed and mailed to the District Commander at: Regulatory Branch, U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207 **immediately upon completion** of work authorized by Department of the Army Permit No. 2018-01498
(Standard Permit)

Date:

Northwest Township 10 South, Range 4 West, Section 2
Williams County
Ohio

Mr. David Leput
Regulatory Branch
U.S. Army Corps of Engineers
1776 Niagara Street
Buffalo, New York 14207

Dear Mr. Leput:

You are hereby notified that the work authorized under Department of the Army Permit No. 2018-01498, issued to the Ohio Turnpike and Infrastructure Commission, to discharge fill material into 0.03 acres of Category I emergent wetland, 1.84 acres of Category III forested wetland and 71 linear feet of intermittent stream channel was (completed/discontinued) on _____ (Month/Day/Year).

If Discontinued:

The work is _____ percent complete. The following remains to be done before all work authorized by this permit shall have been completed: _____

By: _____ Date: _____
(Authorized Signature) (Title)

Permittee Telephone Number: _____

File Closed: 11/02/2020



**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, BUFFALO DISTRICT
1776 NIAGARA STREET
BUFFALO NY 14207-3199**

PERMITTEE: Ohio Turnpike and Infrastructure Commission

PERMIT NUMBER: 2018-01498

EFFECTIVE DATE: November 2, 2020

NOTE: The term you and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

PROJECT DESCRIPTION: MR. ANTHONY YACOBUCCI, OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION, 682 PROSPECT STREET, BEREA, OHIO 44017, IS HEREBY AUTHORIZED BY THE SECRETARY OF THE ARMY TO: PERMANENTLY DISCHARGE FILL MATERIAL INTO 1.87 ACRES OF FEDERAL JURISDICTIONAL WETLAND AND 71 LINEAR FEET OF JURISDICTIONAL STREAM CHANNEL IN ASSOCIATION WITH CONSTRUCTION OF THE OHIO TURNPIKE TOLL PLAZA AT WESTGATE IN ACCORDANCE WITH THE GENERAL AND SPECIAL CONDITIONS, AND THE PLANS AND DRAWINGS AND ANY ADDITIONAL SPECIAL CONDITIONS ATTACHED HERETO WHICH ARE INCORPORATED IN AND MADE A PART OF THIS PERMIT.

PROJECT LOCATION: THE PROJECT IS LOCATED ON THE OHIO TURNPIKE BETWEEN COUNTY ROUTE 4 AND COUNTY ROUTE 5 OVERPASS BRIDGES WITHIN NORTHWEST TOWNSHIP 10 SOUTH, RANGE 4 WEST, SECTION 2, IN WILLIAMS COUNTY, OHIO.

PERMIT CONDITIONS

GENERAL CONDITIONS:

1. The time limit for completing the work authorized ends on **November 3, 2025**.

If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you must make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you may obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

7. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

FURTHER INFORMATION:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as this specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

DocuSigned by:

CF44F51E24AB46A...

(PERMITTEE)

10/30/2020

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for *Diane C Kozlowski*
Eli S. Adams, Lieutenant Colonel, Corps of Engineers
(DISTRICT COMMANDER)

3 November 2020

(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of this signed permit and statement shall be forwarded to the Buffalo District at the following address:

U.S. Army Corps of Engineers
Buffalo District
Regulatory Branch
1776 Niagara Street
Buffalo, New York 14207

(TRANSFEREE)

(DATE)

SPECIAL CONDITIONS:

1. As mitigation for the permanent and unavoidable loss of 71 linear feet of Federal jurisdictional stream channel, the permittee is required to purchase 107 stream credits from The Nature Conservancy's In-Lieu Fee In-Lieu Fee Program for the St. Joseph's river watershed. Prior to commencing the work authorized by this permit, the permittee must supply this office with a copy of the signed Credit Sale Letter verifying acceptance of full payment by The Nature Conservancy's In-Lieu Fee In-Lieu Fee Program for the appropriate credits. The documentation must be sent to the attention of Mr. Harold Keppner, Chief, Monitoring & Enforcement Section, U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207-3199.
2. For the permanent and unavoidable impacts to 0.03 acres of emergent Category I wetland and 1.84 acres of forested Category III wetland, the permittee must establish at least 5.64 acres of forested wetland and preserve an approximately 21.5-acre parcel, which includes the establishment area and additional wetlands and upland buffer at a location north of the Ohio Turnpike, between County Route 4 and County Route 5, as referenced in the wetland compensatory mitigation plan attached as Appendix A entitled "Wetland Mitigation and Monitoring Plan for the Ohio Turnpike and Infrastructure Commission – Westgate Toll Plaza Project" pages 1-14 and dated "Revised 2020-09" and the associated wetland mitigation compensatory mitigation plan figures attached as Appendix B entitled "Ohio Turnpike and Infrastructure Commission – The James W. Shocknessy Ohio Turnpike, Project No. 39-20-01C Toll Plaza 4 Wetland Construction Milepost 3.6 Williams County, Ohio" pages 1-17 The mitigation must be constructed in accordance with the attached mitigation plan as well as any permit conditions. The mitigation performance standards listed in the Special Conditions supersede any conflicting standards listed in the compensatory mitigation plan as listed previously. The mitigation must be constructed prior to, or concurrent with work authorized by this permit, and must be completed by November 15th of the year the mitigation construction begins, or by a Corps-approved extension date.
3. The mitigation area, as described in Special Condition 2, must be vegetated with a minimum of 80 percent (%) areal cover of hydrophytic vegetation (Wetland Indicator Statuses of FAC, FACW, or OBL), with no more than 50% areal cover of one (1) species. This performance standard must be met throughout and by the end of the monitoring period. If it is determined that standard is not being met, a corrective action plan must be submitted to this office for review and approval to be implemented during the next growing season.
4. The mitigation area, as described in Special Condition No. 2, must have greater than 50 percent (%) dominant hydrophytic vegetation (Wetland Indicator Status of FAC, FACW, or OBL, with at least one (1) dominant OBL species), as determined by the "50/20 Rule" in the 1987 Corps Wetland Delineation Manual. This performance standard must be met throughout and by the end of the monitoring period. If it is determined that standard is

not being met, a corrective action plan must be submitted to this office for review and approval to be implemented during the next growing season.

5. No more than ten (10) percent (%) cumulative areal cover of the mitigation area, including the upland buffer area, as described in Special Condition 2, shall be vegetated at the end of the 10-year monitoring period with the following species: Purple loosestrife (*Lythrum salicaria*), reed canary grass (*Phalaris arundinacea*), common reed (*Phragmites australis*), European buckthorn (*Rhamnus cathartica*), glossy buckthorn (*Frangula alnus*), Japanese knotweed (*Reynoutria japonica*), curly pondweed (*Potamogeton crispus*), Eurasian water milfoil (*Myriophyllum spicatum*), narrow-leaf cattail (*Typha angustifolia*) or hybrid cattail (*Typha x glauca*). If this threshold is exceeded during or at the end of the 10-year monitoring period, corrective measures must be implemented to preclude the growth of the above listed species within the mitigation areas. Corrective measures, such as but not limited to, herbicide application, mechanical/manual removal, etc. shall be implemented. Any corrective measures proposed must be coordinated and approved, in writing, with this office prior to implementation. Additional yearly monitoring of the site, above the 10-year required monitoring, may be required at the discretion of the District Engineer.
6. In order to ensure the success of the woody tree plantings required in Special Condition No. 2, a minimum of 200 native, live and healthy (disease and pest free) woody plantings per acre, must be present throughout and at the end of the 10-year monitoring period. If the criteria specified above are not met, corrective measures, such as but not limited to, additional woody plantings shall be implemented. If corrective measures are required, additional yearly monitoring, beyond the 10-year monitoring period, may be required at the discretion of the Corps Project Manager. The permittee must receive written approval from the Corps Project Manager prior to conducting any corrective measures.
7. A baseline wetland construction report must be forwarded to this office by December 31 in the year of completion of all mitigation construction activities, or by an approved extension. For purposes of this special condition, "completion" means all activities associated with site grading and seeding and/or planting. The baseline report must include the following:
 - a. An "as-built" topographic survey of the mitigation area at 0.5 foot contour intervals.
 - b. Photographs from fixed locations with a photo-location map.
 - c. A list of plants introduced through seeding and/or planting.
 - d. Water depth and date of measurement from representative locations within the mitigation area. The sample points will be fixed locations and shall be plotted on a map.
 - e. A list of any modifications that were made from the original mitigation plan.

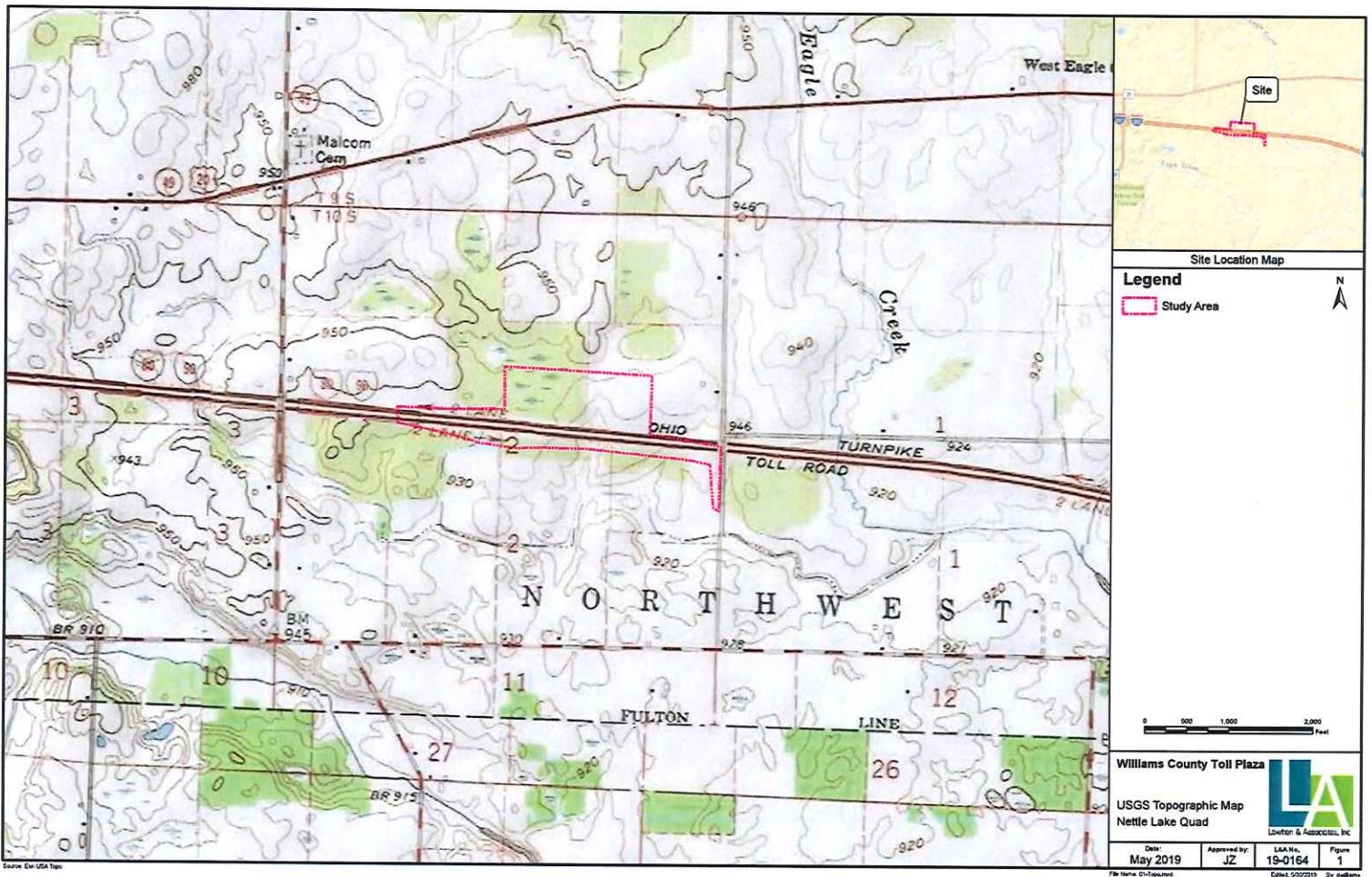
8. The permittee is required to submit annual monitoring and/or compliance reports for the wetland mitigation project, as described in Special Condition No. 2, to this office for the first ten (10) years following completion of the mitigation construction based upon data collected during each monitored year between June and October. The reports must follow the requirements outlined in Regulatory Guidance Letter No. 08-03 (Minimum Monitoring Requirements for Compensatory Mitigation Projects Involving the Restoration, Establishment, and/or Enhancement of Aquatic Resources). The first annual report is due by December 31 in the year following completion of mitigation construction, or by an approved extension date (Example – If mitigation construction is completed in 2010, the first year report would be due by Dec. 31, 2011). For purposes of this special condition, "completion" means all activities associated with site grading and seeding and/or planting. All reports must be submitted to Mr. Harold Keppner, Chief, Monitoring & Enforcement Section by December 31 of the year due, or by a Corps-approved extension date. These reports must include:

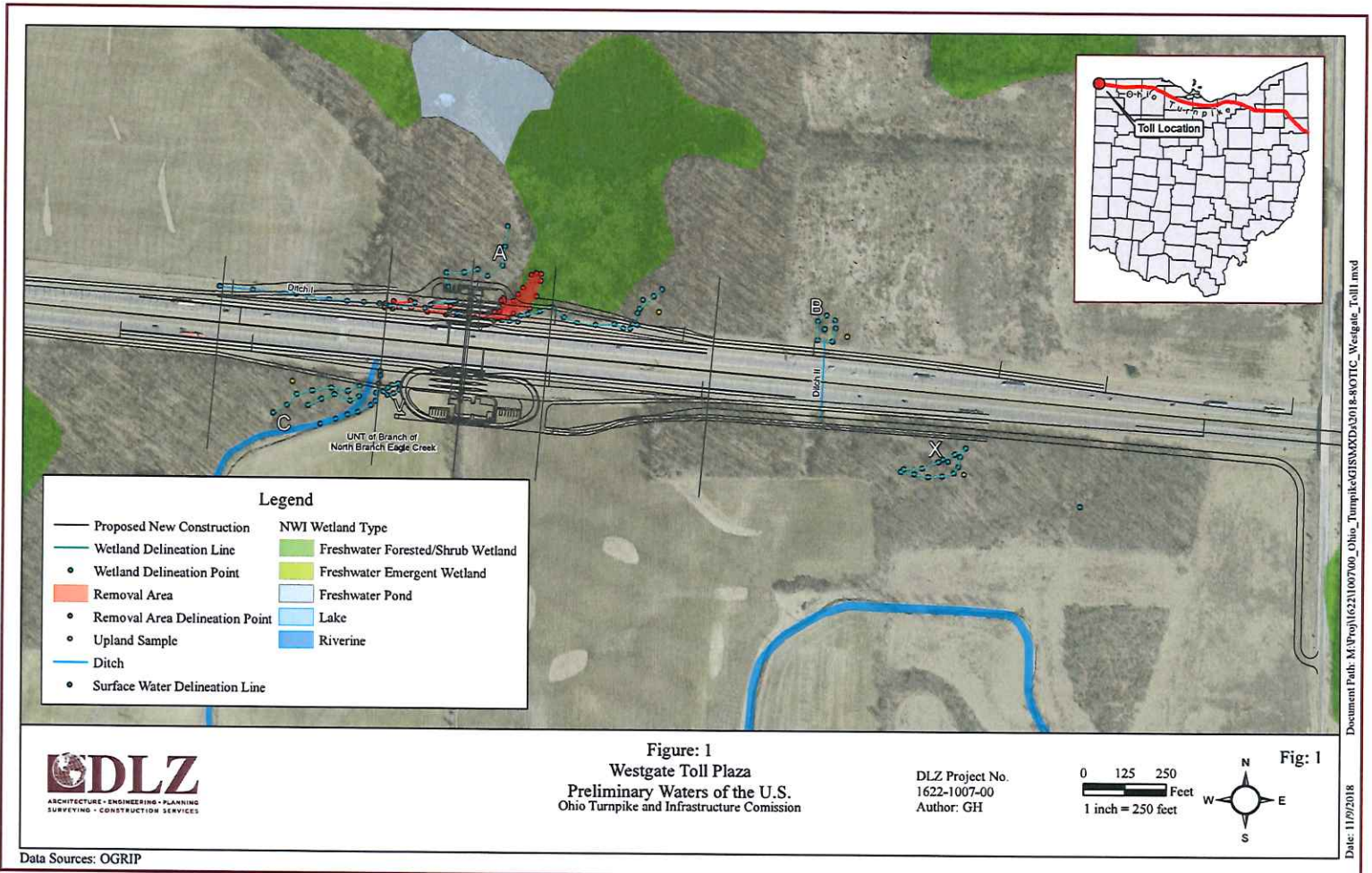
- a. Comparison of site conditions to an as-built survey.
- b. Wetland Delineation, including a map of wetland boundary.
- c. Photographs (minimum 5) from fixed locations with a photo location reference map.
- d. Plant species list with the following information:
 1. Wetland Indicator Status and strata.
 2. Dominant plants and percent cover.
- e. A list of plants introduced through seeding or planting.
- f. Water depth and date of measurement from representative locations within the mitigation area during the growing season. The sample points will be fixed locations and shall be plotted on a map.
- g. Fish and wildlife observations at the mitigation site.
- h. Summary statement regarding the perceived success of the wetland creation project. The report will evaluate the goals/performance standards as set forth in the permit or mitigation and monitoring plan as well as current wetland functions. These reports must also address any potential problem areas and include suggestions and timetable for correction if it is anticipated that projected goals may not be met.
- i. Date(s) of field inspection(s).

9. The mitigation area, as described in Special Condition No. 2, shall be placed into an Environmental Covenant held by the OEPA on the mitigation area as identified on Sheet 20 of 20, to guarantee its preservation for aquatic resources in-perpetuity. The covenant shall be executed and recorded with the Williams County Recorder of Records for the preservation of aquatic resources as mitigation for the authorized work prior to conducting work authorized by this permit. The permittee is required to submit a DRAFT copy of the covenant to be reviewed and approved by Keith C. Sendziak of this office prior to recordation. The restrictions contained in the covenant shall specifically state that the mitigation areas (the wetlands/streams and buffers to be preserved) must not be adversely impacted by construction or structural modifications. A certified copy of the recorded covenant must be provided to Mr. Harold Keppner, Chief, Monitoring & Enforcement Section, U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207-3199, prior to conducting work authorized by this permit, or by an approved extension date.
10. The permittee must ensure none of the following activities occur at the mitigation area (as described in Special Condition No. 2): filling, excavating, dredging, mining or drilling, use of ATVs or other recreational motorized vehicles, removal of topsoil, sand, gravel, rock, minerals, or other materials, nor any building of roads or change in topography of the land in any manner (with the exception of the maintenance of small foot trails), construction or placement of buildings, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, or other structures. There shall be no removal, destruction, or cutting of vegetation, spraying with herbicides, grazing of domestic animals, or disturbance or manipulation of the mitigation area without first obtaining Department of the Army authorization. Control of nuisance vegetation, or any other manipulation within the mitigation areas, shall only occur after Corps of Engineers concurrence that such management practices are necessary to ensure the long-term success of the mitigation program.
11. Should human remains be encountered during any phase of the proposed project, such person or persons encountering the human remains must immediately cease work in the vicinity of the discovery and must not disturb or remove the remains, must protect the exposed portions of the remains from inclement weather and vandalism, and immediately notify the permittee. Continuing work on the project may result in adverse effects to the remains, which may be contrary to the National Historic Preservation Act. After discovery, the permittee must immediately notify (within 24 hours) Keith Sendziak (716) 879-4339 and the Ohio State Historic Preservation Office (OHPO), 1982 Velma Avenue, Columbus, Ohio 43211-2497, (614) 298-2000. If the human remains are not subject to a criminal investigation by local, state, or Federal authorities, the OHPO's Policy Statement on Treatment of Human Remains (1977) will be used as guidance.
12. To reduce any potential adverse effects on the Federally endangered Indiana bat (*Myotis sodalis*), trees (woody stems greater than 5 inches Diameter at Breast Height) must not be cut between April 1 and September 30, of any year.

13. To reduce any potential adverse effects on the Federally threatened Northern long-eared bat (*Myotis septentrionalis*), trees (woody stems greater than 3 inches Diameter at Breast Height) must not be cut between April 1 and September 30, of any year.
14. At the request of an authorized representative of the Buffalo District, U.S. Army Corps of Engineers, the permittee must allow access to the project site to determine compliance with the conditions of this permit.
15. Your responsibility to complete the required compensatory mitigation as set forth in Special Conditions 2-11 will not be considered fulfilled until you have demonstrated compensatory project success and have received written verification of that success from the U.S. Army Corps of Engineers.
16. The permittee must notify the Regulatory Branch, in writing, one day prior to the date the activities authorized in Waters of the United States, including wetlands, are scheduled to begin. Notification shall either be by: 1) e-mail sent to david.w.leput2@usace.army.mil AND LRB.Regulatory@usace.army.mil; or 2) mailed to the following address: Mr. David Leput, U.S. Army Corps of Engineers, Buffalo District, 1776 Niagara Street, Buffalo New York 14207-3199.
17. The Water Quality Certification issued for this project by the State of Ohio is part of this Department of the Army permit pursuant to Section 401(d) of the Clean Water Act. Noncompliance with any limitations or requirements stated in the certification may be a basis for suspension, revocation or modification of this permit.

Sheet 1 of 20





OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

THE JAMES W. SHOCKNESSY OHIO TURNPIKE

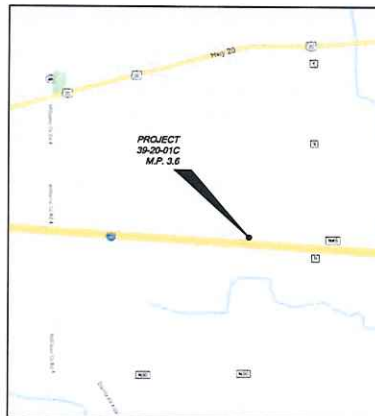
Sheet 3 of 20



INDEX OF SHEETS:

TITLE SHEET	1
GENERAL NOTES AND GENERAL SUMMARY	2-6
DETAILS	7-8
EXISTING CONDITIONS	9-10
GRADING PLAN	11
SEEDING PLAN	12
PLANTING PLAN	13
WILDLIFE PLAN	14
CROSS SECTIONS	15-17

PROJECT NO. 39-20-01C TOLL PLAZA 4 WETLAND CONSTRUCTION MILEPOST 3.6 WILLIAMS COUNTY, OHIO



APPROVED FOR
THE OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
BY

CHIEF ENGINEER

DATE



UNDERGROUND UTILITIES
CONTACT BOTH SERVICES
CALL TWO WORKING DAYS
BEFORE YOU DIG

CALL
1-800-362-2764
OR 811 (TOLL FREE)

OHIO UTILITIES PROTECTION
SERVICE NON-MEMBERS
MUST BE CALLED DIRECTLY

OHIO OIL & GAS PRODUCERS UNDERGROUND
PROTECTIVE SERVICE CALL: 814-715-3384 OR 811

OTIC DIVISION TRADES SUPERVISOR:
440-871-2731 - WEST (M.P. 0.0 - M.P. 128.4)
440-871-2781 - EAST (M.P. 128.4 - M.P. 241.29)

DESIGN CONTRACT:		71-18-05	
PLAN PREPARED BY:			
 DLZ OHIO, INC.			
NO.	REVISIONS	BY	DATE

Appendix Q - Mitigation Site Plan Sheets

Sheet 4 of 20

WETLAND GENERAL NOTES:

SEEDING NOTES:

CONTRACTOR SHALL STAKE LIMITS OF SEEDING AND PROVIDE SEED MIX SUBMITTALS TO THE COMMISSION PER THESE NOTES AND PLANS.

2. UNIFORMLY BROADCAST SPECIFIED SEED OVER THE SPECIFIED AREAS AT THE SPECIFIED RATES. PROVIDE A CARRIER (SILICA SAND OR OTHER APPROVED MATERIAL) TO ENSURE UNIFORM DISTRIBUTION OF SEED.

3. IMMEDIATELY FOLLOWING SEEDING, APPLY STRAW MULCH AT THE RATE OF 2 TONS/ACRE (90 LBS/SQUARE FEET) OVER ALL SEEDING AREAS.

4. SEED MIXES ARE STANDARD SEED MIXES OF CARNOX NATIVE PLANT NURSERY IN WALKERTON, INDIANA, WITH SOME MODIFICATIONS TO SPECIES MADE TO ENSURE ONLY PLANTS NATIVE TO OHIO ARE INCLUDED. CONTRACTORS MAY USE ANY SEED PROVIDER/NURSERY THAT CAN MEET ALL PROJECT REQUIREMENTS.

5. INSTALL SEED IMMEDIATELY FOLLOWING PLACEMENT OF STOCKPILED TOPSOIL AFTER PLACEMENT OF WILDLIFE HABITAT STRUCTURES AND PLANTING OF TREES AND SHRUBS.

6. COMPLETE THE SEEDING FROM APRIL 1 TO JUNE 15 OR FROM SEPTEMBER 15 TO FIRST FROST. OPTIMAL WETLAND SEEDING TIME IS OCTOBER 1 THROUGH FIRST FROST TO ALLOW REPEAT FREEZE-THAW CYCLES TO INCORPORATE THE SEED INTO THE SUBSTRATE AND PROVIDE COLD STRATIFICATION TO BREAK SEED DORMANCY. ENSURE SEEDING IS NOT BEING PERFORMED DURING PERIODS OF SNOW COVER.

7. ENSURE ALL SEEDS ARE PACKAGED AND KEPT DRY TO ENSURE ADEQUATE PROTECTION AGAINST DAMAGE, AND MAINTAIN DORMANCY WHILE IN TRANSIT. STORAGE OR DURING PLANTING OPERATIONS. SUBMIT FOR APPROVAL TO THE ENGINEER A WRITTEN DESCRIPTION OF THE PROPOSED SEED MIXES INDICATING THE FOLLOWING:

A. NAME AND LOCATION OF SEED SUPPLIER(S)

B. GEOGRAPHIC ORIGINS OF EACH SEED SPECIES

C. PERCENTAGE OF PURE LIVE SEED (PLS) FOR EACH SPECIES OR COMMITMENT BY SUPPLIER TO PROVIDE GERMINATION RESULTS.

D. WITHIN 30 DAYS PRIOR TO STARTING WORK, SUBMIT COPIES OF ALL SEED LABELS TO CHIEF ENGINEER.

8. ALL SEEDING TO BE INSTALLED AFTER PLACEMENT OF HABITAT STRUCTURES AND PLANTING OF TREES AND SHRUBS. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT AT NO COST TO THE OWNER OF ALL HABITAT STRUCTURES, TREES, OR SHRUBS DAMAGED BY SEEDING INSTALLATION.

9. FERTILIZER IS NOT REQUIRED FOR SEED MIXES ON THIS PROJECT.

10. DO NOT PLACE SEED ON SAND MOUNDS PLACED FOR WILDLIFE HABITAT STRUCTURES.

11. SEEDING MIXTURES, NO AGGRESSIVE, THREATENED, ENDANGERED, OR SPECIAL CONCERN SPECIES MAY BE IN THE SEED MIXES. SPECIES MAY BE SUBSTITUTED IF UNAVAILABLE, AS APPROVED BY THE OWNER OR OWNERS PROJECT REPRESENTATIVE. ENSURE NATIVE SEED IS OBTAINED FROM SOURCES WITHIN THE SAME EPA LEVEL II Ecoregion OR THE NEXT ADJACENT Ecoregion, PREFERABLY TO THE WEST OR EAST. FOR MORE INFORMATION, SEE THE EPA WEBSITE AT WWW.EPA.GOV/ECO/RESEARCH/LEVEL-II-AND-IV-ECOREGIONS-CONTINENTAL-UNITED-STATES. SEED MUST BE LESS THAN 1 YEAR OLD. ENSURE SEED IS STORED AS RECOMMENDED BY SUPPLIER.

12. SEEDING OF 'SEEDING, MISC. FORESTED WETLAND SEED MIXTURE' INCLUDES THE ENTIRE AREA BETWEEN FINISH GRADE ELEVATIONS 830.0 AREA BETWEEN ELEVATION 830.0 AND 830.0 (GRADING BETWEEN 830.0 AND 830.0 SHOULD BE IRREGULAR AND PROVIDE 'PITS AND MOUNDS') WILL BE SEEDING USING THIS SAME SEED MIX ONLY ON AREAS AT OR ABOVE 830.0 (ON THE 'MOUNDS'), NO SEEDING IS TO BE PLACED BELOW ELEVATION OF 830.0 ON SAND MOUNDS PLACED FOR WILDLIFE HABITAT STRUCTURES.

13. PERFORM WORK ONLY WHEN DIRECTED BY THE CHIEF ENGINEER. COORDINATION IS REQUIRED TO ENSURE RAINFALL DOES NOT RESULT IN SOIL MOISTURE CONDITIONS THAT WILL CAUSE EXCESSIVE RUTTING DURING SEEDING OPERATIONS. TO MEET THIS REQUIREMENT, IT MAY BE NECESSARY TO SEED PORTIONS OF THE SITE AS THE GRADING IS COMPLETED. FAILURE TO MEET THIS REQUIREMENT WILL NOT BE AN ACCEPTABLE REASON FOR NOT INSTALLING THE SEED AS SPECIFIED. WETLAND WATER LEVELS MAY BE DRAWN DOWN TO THE LOWEST LEVEL DURING SEEDING AND PUMPING MAY BE ALLOWED AS DIRECTED BY THE CHIEF ENGINEER. UPON COMPLETION OF SEEDING REESTABLISH WATER LEVELS AS DIRECTED BY THE CHIEF ENGINEER.

15. DO NOT APPLY MATERIALS OVER SNOW OR ICE. DO NOT APPLY SEEDS, SEED MIXTURES, OR SLURRIES WITH SEEDS WHEN WIND CONDITIONS ARE SUCH THAT MATERIALS WOULD BE CARRIED BEYOND DESIGNATED AREAS OR MATERIALS WOULD NOT BE UNIFORMLY APPLIED. DO NOT UNDERTAKE SEEDING AND PLANTING ACTIVITIES DURING STORMY WEATHER WHEN EXCESSIVE PRECIPITATION MAY RESULT IN WASHING OF SEEDS AND PLANTINGS AWAY FROM LOCATION INTENDED. DO NOT SOW SEED WHERE STANDING WATER IS PRESENT. DO NOT INSTALL PLANT MATERIALS DURING PERIODS OF TEMPERATURE EXTREMES WHEN AN ATMOSPHERIC TEMPERATURE MAY DROP BELOW 36 DEGREES FAHRENHEIT (F) OR RISE ABOVE 90 DEGREES F.

16. SEEDING METHOD(S) MUST BE APPROVED BY THE CHIEF ENGINEER PRIOR TO SEED INSTALLATION. HYDROSEEDING EQUIPMENT CANNOT BE USED TO INSTALL WETLAND SEED. SEEDING METHOD(S) SELECTED MUST ENSURE COMPLETE COVERAGE OF THE AREAS TO BE SEED. ENSURE PLANTING DEPTH FOR SEED MIXES IS NOT MORE THAN 1 INCH DEEP. ENSURE WETLAND SEEDING IS PERFORMED WHILE THE WETLAND IS DRY, EITHER IMMEDIATELY FOLLOWING CONSTRUCTION PRIOR TO INUNDATION, OR DURING PERIODS OF NORMAL DRY-DOWN. ACCEPTABLE METHODS OF WETLAND SEED INSTALLATION ARE LISTED BELOW.

A. BROADCAST SEEDING. APPLY THE SEED UNIFORMLY OVER THE SURFACE USING A TRACTOR MOUNTED COMBINATION SEEDER/CULTIPACKER UNIT (BRIEFLY, TRIAX TROLL OR EQUIV). ENSURE THE SEEDER IS CALIBRATED TO UNIFORMLY APPLY THE SEED AT THE SPECIFIED RATE. A COME SEEDER OR OTHER SIMILAR BROADCASTING EQUIPMENT MAY ALSO BE USED. ENSURE SEED IS UNIFORMLY APPLIED AT THE SPECIFIED RATES. IMMEDIATELY FOLLOWING SEEDING, THE SEED MUST THEN BE PRESSED INTO THE SURFACE USING A CULTIPACKER OR ROLLER, AT DEPTHS NOT-TO-EXCEED 1/2 INCH.

B. DRILL SEEDING. A RANGELAND-TYPE NO-TILL DRILL (TRIAUX, TYE, OR EQUIV) DESIGNED TO PLANT NATIVE GRASSES AND FORBS MAY BE USED. ENSURE THE SEEDER IS CALIBRATED TO UNIFORMLY APPLY THE SEED AT THE SPECIFIED RATES. ENSURE EQUIPMENT IS ADJUSTED TO PREVENT SEED FROM BEING INSTALLED DEEPER THAN 1/2 INCH INTO THE SOIL.

17. PERFORMANCE STANDARD. ALL SEEDING AREAS WILL BE INSPECTED BY THE CHIEF ENGINEER AT THE END OF THE FIRST GROWING SEASON FOR HEALTH, VIGOR, SIGNS OF EROSION AND BARE AREAS. ALL BARE AREAS LARGER THAN 10 SQUARE FEET WILL REQUIRE RESEEDING WITH THE SEED MIX APPROPRIATE TO THAT LOCATION BY THE CONTRACTOR AT NO COST TO THE COMMISSION. FINAL ACCEPTANCE OF SEEDING AREAS WILL REQUIRE 90 PERCENT VEGETATIVE COVER OF ORIGINALLY SEEDING AREAS. ALL SEEDING APPLICATIONS MUST COMPLY WITH THE REQUIREMENTS OF THIS SPECIAL PROVISION.

18. CLEANING, REMOVAL AND RESTORATION. UPON COMPLETION OF SEED INSTALLATION, REMOVE FROM THE SITE AND LEGALLY DISPOSE OF ALL TRASH AND DEBRIS INCLUDING ANY MATERIAL REMOVED DURING GRADE PREPARATION AND RESTORATION. RESTORATION WILL INCLUDE FINISH GRADING AND SEEDING AS REQUIRED TO MATCH EXISTING GRADE AND/OR WETLANDS AND MAINTENANCE OF RESTORED AREAS. ANY DAMAGE BY THE CONTRACTOR TO ESTABLISHED OR NEWLY SEEDING AREAS NOT WITHIN THE PROJECT SCOPE OF WORK MUST BE REPAIRED AND RESEEDED AT NO COST TO THE COMMISSION.

19. THE CONTRACT UNIT PRICE FOR ITEM 650-SEEDING, MISC. EMERGENT WETLAND SEED MIXTURE, ITEM 650-SEEDING, MISC. NATIVE POLLINATOR SEED MIXTURE, ITEM 650-SEEDING, MISC. BERM SEED MIXTURE AND ITEM 650-SEEDING, MISC. FORESTED WETLAND SEED MIXTURE INCLUDES ALL SITE PREPARATION, LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE THE WORK, INCLUDING DOWATERING IF REQUIRED AND THE PROPER STORAGE OF ALL SEED MATERIALS, AS SPECIFIED HEREIN AND AS DETAILED ON THE PLANS.

THE FOLLOWING QUANTITIES HAVE BEEN CARRIED TO THE GENERAL SUMMARY:

ITEM 650 - SEEDING, MISC. BERM SEED MIXTURE 10048 SY
ITEM 650 - SEEDING, MISC. NATIVE POLLINATOR SEED MIXTURE 7280 SY
ITEM 650 - SEEDING, MISC. EMERGENT WETLAND SEED MIXTURE 968 SY
ITEM 650 - SEEDING, MISC. FOREST WETLAND SEED MIXTURE 2012 SY

TREE/SHRUB PLANTING NOTES:

1. REFERENCE ON THE PLANS FOR SIZES OF TREES AND SHRUBS SHOULD BE CONSIDERED AS FOLLOWS:

- LARGE TREE = ITEM 661-DECIDUOUS TREE, 4" CALIPER, BURLAPPED AND BALLED, AS PER PLAN
- MEDIUM TREE = ITEM 661-DECIDUOUS TREE, 1" CALIPER, POTTED, AS PER PLAN
- SMALL TREE = ITEM 661-DECIDUOUS TREE, 3/8" HEIGHT, BARE ROOT, AS PER PLAN
- SMALL SHRUB = ITEM 661-DECIDUOUS SHRUB, 18" HEIGHT, BARE ROOT, AS PER PLAN
- LARGE SHRUB = ITEM 661-DECIDUOUS SHRUB, 3" HEIGHT, POTTED, AS PER PLAN

2. ALL PLANTING STOCK SHALL BE NURSERY-GROWN, SOUND, HEALTHY, AND VIGOROUS, OF UNIFORM GROWTH, TYPICAL OF THE SPECIES AND VARIETY, WITH THE MINIMUM QUALITY CONFORMING TO THE AMERICAN STANDARD FOR NURSERY STOCK, FREE OF DISEASE, INSECTS, EGGS, LARVAE AND DEFECTS SUCH AS KNOTS, SUNSCALD, INJURIES, WEAK CROUCH ANGLES, ABRASIONS, OR DISFIGUREMENT. UNLESS NOTED OTHERWISE, TREES SHALL HAVE STRAIGHT SINGLE LEADERS AND EVERGREENS SHALL BE UNSHAPE, BRANCHING ON ALL PLANTS SHALL BE WELL-DEVELOPED, DENSE, UNIFORMLY DISTRIBUTED, AND CHARACTERISTIC OF THE SPECIES.

3. PLANTBALL SIZING SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARD FOR NURSERY STOCK, UNLESS OTHERWISE DESIGNATED OR MODIFIED IN THIS SECTION OR ON THE PLANT LIST. PLANTS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO THE CHIEF ENGINEER AND AT NO EXTRA COST TO THE COMMISSION. WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.

A. HEIGHT IS INDICATED AS THE MINIMUM ACCEPTABLE. ALL PLANTS MUST, AT LEAST, EQUAL THE MINIMUM OF THE HEIGHT SHOWN ON THE DRAWINGS.

B. SPREAD SHALL MEET THE MINIMUM DIMENSION SPECIFIED IN ALL DIRECTIONS AND MUST BE CONSIDERED AS PIVOTING ON CENTER OF PLANT, WHERE TOLERANCE IS SHOWN BETWEEN TWO SPREAD DIMENSIONS, THE SMALLER DIMENSION IS THE MINIMUM ACCEPTABLE. SPREADS SHALL AT LEAST AVERAGE ON THE MEDIAN OF THE RANGE INDICATED.

C. CALIPER IS THE TRUNK DIAMETER TAKEN AT A SPECIFIED DISTANCE ABOVE ROOT COLLAR AS DESCRIBED IN ANSI Z60.1.

D. BRANCHING HEIGHT IS THE DISTANCE ABOVE THE GROUND WHERE BALANCED BRANCHING OCCURS OR WHERE A DIMENSION IN TRUNK APPEARS TO FORM THE HEAD OF THE TREE.

E. CANES ON SHRUBS SHALL ARISE AT OR JUST ABOVE THE ROOT CROWN. MULTISTEM AND CLUMP FORM TREES SHALL HAVE BRANCHES THAT ARISE AT THE ROOT CROWN OR JUST ABOVE THE ROOT CROWN.

4. BALLED AND BURLAPPED (B&B) PLANTS SHALL HAVE A FIRM, NATURAL BALL OF EARTH SECURELY WRAPPED WITH BURLAP, BOUND WITH CORD, AND/OR WIRE BASKET. ROOT FLARE SHALL BE VISIBLE BEFORE PLANTING.

5. CONTAINERS SHALL BE FINISHED LANDSCAPE GRADE MATERIAL HAVING THEIR ROOTS WELL ESTABLISHED IN THE SOIL. PLANTS OVER ESTABLISHED IN THE CONTAINER, AS EVIDENCED BY POT-BOUND ROOT ENDS, WILL NOT BE ACCEPTED.

6. BARE ROOT STOCK SHALL HAVE A WELL-ESTABLISHED ROOT SYSTEM THAT IS WRAPPED AND KEPT IN CONDITION SO THE ROOTS DO NOT DRY OUT.

7. SCHEDULE SHIPPING TO MINIMIZE ON-SITE STORAGE OF PLANTS. STOCK SHALL NOT BE SHIPPED UNTIL THE PLANTING PREPARATIONS HAVE BEEN COMPLETED. DO NOT BEND OR BIND THE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. DURING SHIPMENT, DO NOT BEND, STACK OR BIND PLANTS IN A MANNER THAT DAMAGES BARK, BREAKS BRANCHES OR ROOT SYSTEMS, DEFORMS ROOT BALLS OR DESTROYS NATURAL SHAPE. TRANSPORT PLANTS IN CLOSED VEHICLES OR WITH THE ENTIRE LOAD PROPERLY COVERED TO PROTECT FROM DRYING WINDS, HEAT, FREEZING OR OTHER EXPOSURE THAT MAY BE HARMFUL.

8. ONCE ON SITE, KEEP PLANTS THOROUGHLY WATERED AND PROTECTED FROM SUN, WIND AND MECHANICAL DAMAGE. COMPLETELY COVER ROOT BALLS WITH MOISTENED TOPSOIL OR MULCH. WATER AS OFTEN AS NECESSARY TO MAINTAIN ROOT SYSTEMS IN A MOIST, BUT NOT OVERLY WET, CONDITION.

9. HANDLE PLANTS AT ALL TIMES IN ACCORDANCE WITH THE BEST HORTICULTURAL PRACTICES. LIFT B&B MATERIALS FROM THE BOTTOM OF THE BALL. ONLY DO NOT ROLL PLANTS. PLANTS HANDLED OTHERWISE WILL BE SUBJECT TO REJECTION. B&B PLANTS WHICH HAVE CRACKED OR BROWNED BALLS ARE NOT ACCEPTABLE AND SHALL NOT BE PLANTED. PLANTS WITH MECHANICAL DAMAGE, DEFORMATION, OR BREAKAGE WILL NOT BE ACCEPTED AND ARE TO BE REPLACED AT THE CONTRACTOR'S EXPENSE.

CHECKING PRINT

CHECKED: DATE: CORRECTED: DATE:
BACKCHECKED: DATE: APPROVED: DATE:

PROJECT 35-20-01C		DATE: 07/02/2020	
TP-1 WETLAND CONSTRUCTION		GENERAL NOTES	
NO.	REV.	DATE	DESCRIPTION
1			
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OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

CHECKING PRINT
DATE: _____
CHECKED: _____
DATE: _____
CORRECTED: _____
DATE: _____
APPROVED: _____
DATE: _____

SEED MIXES

SEEDING, MISC: EMERGENT WETLAND SEED MIXTURE

GARDINO EMERGENT WETLAND SEED MIX (SUBSTITUTIONS NOTED WITH *)

BOTANICAL NAME	COMMON NAME	PLS GUMMESACRE
GRASSES/SEDGES/RUSHES:		
<i>ROLANDSCHREINER FLUVIALIS</i>	RIVER BULRUSH	1.00
<i>CAREX COMOSA</i>	BRISTLY SEDGE	2.50
<i>CAREX LACUSTRIS</i>	COMMON LAKE SEDGE	0.50
<i>CAREX LURIDA</i>	BOTTLEBRUSH SEDGE	4.00
<i>CAREX STRICTA</i>	COMMON TUSsock SEDGE	1.00
<i>CAREX VULPINOIDEA</i>	BROWN FOX SEDGE	2.00
<i>ELEOCHARIS PALUSTRIS</i>	GREAT SPIKE RUSH	1.00
<i>JUNCUS EFFUSUS</i>	COMMON RUSH	1.00
<i>LEERSIA ORYZOIDES</i>	RICE CUT GRASS	3.00
<i>SCHONOPLECTUS ACUTUS</i>	HARD-STEMMED BULRUSH	2.50
<i>SCHONOPLECTUS PUNGENS</i>	CHARMAKERS RUSH	1.50
<i>SCHONOPLECTUS TABERNAMONTANI</i>	GREAT BULRUSH	6.00
	TOTAL	26.00
TEMPORARY COVER:		
<i>AVENA SATIVA</i>	COMMON OAT	260.00
<i>LOCIUM MULTIFLORUM</i>	ANNUAL RYE	100.00
	TOTAL	460.00
FORBS:		
<i>ADKUS AMERICANS</i>	SWEET FLAG	1.00
<i>ALISMA SUBCORDATUM</i>	COMMON WATER PLANTAIN	2.00
<i>ASCLEPIAS INCARNATA</i>	SWAMP MILKWEED	1.00
<i>BORHAGERIA CYLINDRICA</i>	FALSE NETTLE	1.00
<i>CEPHALANTHUS OCCIDENTALIS</i>	BUTTONBUSH	6.00
<i>DECODON VERTICILLATUS</i>	SWAMP LOOSESTRIFE	0.80
<i>EUTROCHUM MACULATUM</i>	SPOTTED JOE-PYE WEED	0.50
<i>HIBISCUS PALUSTRIS</i>	SWAMP ROSE MALLOW	4.00
<i>IRIS VIRGINICA V. SHREVEI</i>	BLUE FLAG	6.00
<i>LOBELIA CARDINALIS</i>	CARDINAL FLOWER	0.25
<i>LOBELIA SIPHILITICA</i>	GREAT BLUE LOBELIA	0.25
<i>LYCOPUS AMERICANS</i>	COMMON WATER HOREHOUND	1.00
<i>MIMULUS RINGENS</i>	MONKEY FLOWER	1.00
<i>PELTANDIA VIRGINICA</i>	ARROW ARUM	16.00
<i>PENTHORUM SEDOIDES</i>	DITCH STONECROP	0.50
<i>POLYGONUM AMPHIBIUM VAR. STIPULACEUM</i>	WATER SMARTWEED	2.00
<i>PONTEDERIA CORDATA</i>	PICKEREL WEED	4.00
<i>SAGITTARIA LATIFOLIA</i>	COMMON ARROWHEAD	2.00
<i>SPARGANIUM EURYCARPUM</i>	COMMON BUR REED	6.00
<i>VERBENA NASTATA</i>	BLUE VERVAIN	1.00
	TOTAL	56.00

EMERGENT WETLAND SEED MIX STATISTICS			
NATIVE COMPONENT	PLS GZACRE	PLS SEEDSACRE	PLS SEEDS/SGO. FT.
FORBS	56.00	1,334,087	31.69
GRASSES	26.00	2,556,003	58.66
TOTAL NATIVES	82.00	3,910,179	89.77
COVER	460.00	4,343,890	89.72
TOTALS	542.00	8,253,979	169.49

Sheet 6 of 20

PROJECT 39-20-01C
DATE 07/26/2000
GENERAL NOTES
TP 4 WETLAND CONSTRUCTION
OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
OHIO
17

CHECKING PRINT
DATE: _____ DATE: _____
CORRECTED: _____ DATE: _____
BACKCHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

SEEDING, MSC: NATIVE POLLINATOR SEED MIXTURE

CARDNO MIDWEST MISC POLLINATOR MIX (SUBSTITUTIONS/DELETIONS NOTED WITH **)		
BOTANICAL NAME	COMMON NAME	PLS SEEDS/ACRE
PERMANENT GRASSES:		
<i>SCHIZACHYRIUM SCOPARIUM</i>	LITTLE BLUESTEM	36.00
<i>SORGHASTRUM NUTANS</i>	INDIAN GRASS	2.00
<i>SPOROBOLUS HETEROLEPIS</i>	PRAIRIE DROPSEED	6.00
	TOTAL	44.00
TEMPORARY COVER:		
<i>AVENA SATIVA</i>	COMMON OAT	360.00
<i>LOLIUM MULTIFLORUM</i>	ANNUAL RYE	100.00
	TOTAL	460.00
FORBS:		
<i>AGASTACHE NEPETOIDES**</i>	WESTERN GIANT HYSSOP**	2.00
<i>ALLIUM CERNUUM</i>	NODDING ONION	2.00
<i>AMORPHUM CANESCENS**</i>	HEAD-PLANE**	-
<i>ASCLEPIAS SYRIACA</i>	COMMON MILKWEED	10.00
<i>ASCLEPIAS TUBEROSA</i>	BUTTERFLY WEED	2.00
<i>BAPTISIA ALBA**</i>	WHITE WILD INDIGO**	1.00
<i>CHAMAECRISTA FASCICULATA</i>	PARTRIDGE PEA	6.00
<i>DALLIA PURPUREA**</i>	PURPLE PRAIRIE CLOVER**	3.00
<i>EGHINAGIA PALLIDA**</i>	PURPLE-ROSEFLOWER**	-
<i>ECHINACEA PURPUREA</i>	BROAD-LEAVED PURPLE CONEFLOWER	6.00
<i>ERYNGIUM YUCOPOLIUM</i>	RATTLESNAKE MASTER	2.00
<i>Liatris pycnostachya</i>	PRAIRIE BLAZING STAR	1.00
<i>LUPINUS PERENNIS V. OCCIDENTALIS</i>	WILD LUPINE	4.00
<i>MONARDA FISTULOSA</i>	WILD BERGAMOT	2.00
<i>Penstemon digitalis</i>	FOXGLOVE BEARD TONGUE	1.00
<i>Penstemon hirsutus</i>	HAIRY BEARD TONGUE	1.00
<i>Pycnanthemum virginianum</i>	COMMON MOUNTAIN MINT	0.50
<i>RUDBECKIA TRILOBATA**</i>	BROWN-EYED SUSAN**	2.00
<i>SENNA HERBICARIA</i>	WILD SENNA	4.00
<i>SILPHIUM PERFOLIATUM</i>	CUP PLANT	1.00
<i>SOLIDAGO SPRENGERI</i>	SHOWY GOLDENROD	1.00
<i>Stemphylostichum ericoides</i>	HEATH ASTER	0.50
<i>Stemphylostichum laeve</i>	SMOOTH BLUE ASTER	1.00
<i>Tradescantia virginiana</i>	COMMON SPIDERWORT	2.00
<i>VERBENA STRICTA</i>	HOARY VERVAIN	2.00
<i>VERBENA ALTERNIFOLIA</i>	WINGSTEM	2.00
<i>VERONICA GRANITEA</i>	SMOOTH TALL IRONWEED	1.00
	TOTAL	64.00

NATIVE POLLINATOR SEED MIX STATISTICS			
NATIVE COMPONENT	PLS OZ./ACRE	PLS SEEDS/ACRE	PLS SEEDS/SQ. FT.
FORBS	64.00	1,355,250	31.11
GRASSES	44.00	417,821	9.58
TOTAL NATIVES	108.00	1,773,071	40.70
COVER	460.00	4,343,800	88.72
TOTALS	568.00	6,116,871	140.42

SEEDING, MSC: BERM SEED MIXTURE

CARDNO SLOPE STABILIZATION SEED MIX (SUBSTITUTIONS/DELETIONS NOTED WITH **)		
BOTANICAL NAME	COMMON NAME	PLS SEEDS/ACRE
PERMANENT GRASSES:		
<i>ANDROPOGON GERARDII</i>	BIG BLUESTEM	48.00
<i>ROSTELIUM CURTIPENDULA</i>	SIDE-OATS GRAMA	16.00
<i>CAREX BLANDA**</i>	COMMON WOOD SEDGE**	2.00
<i>CAREX PENDULA**</i>	COMMON OAK SEDGE**	2.00
<i>EL YALUS CANADENSIS</i>	CANADA WILD RYE	32.00
<i>EL YALUS VIRGINICUS</i>	VIRGINIA WILD RYE	24.00
<i>Panicum virgatum</i>	SWITCH GRASS	12.00
<i>SCHIZACHYRIUM SCOPARIUM</i>	LITTLE BLUESTEM	32.00
<i>SORGHASTRUM NUTANS</i>	INDIAN GRASS	32.00
	TOTAL	200.00
TEMPORARY COVER:		
<i>AVENA SATIVA</i>	COMMON OAT	512.00
<i>LOLIUM MULTIFLORUM</i>	ANNUAL RYE	240.00
	TOTAL	752.00

BERM SEED MIX STATISTICS			
NATIVE COMPONENT	PLS OZ./ACRE	PLS SEEDS/ACRE	PLS SEEDS/SQ. FT.
FORBS	-	-	-
GRASSES	200.00	1,788,635	41.06
TOTAL NATIVES	200.00	1,788,635	41.06
COVER	752.00	7,565,120	173.67
TOTALS	952.00	9,353,755	214.73

○

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	PROJECT 39-20-01C	GENERAL NOTES & SUMMARY		10/26/20	3/26/21	NO	42-0003	PLZ
	DATE: 07/06/2020	IP 4 WETLAND CONSTRUCTION		WATER	DES	SM		THRUWAY



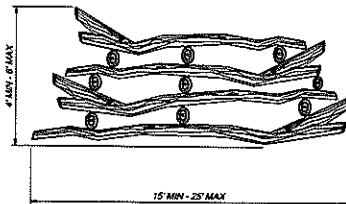
OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION





-
- Diagram of a circular mesh structure. The mesh is composed of a grid of squares, with each square further divided into four smaller triangles by diagonal lines. The overall dimensions are indicated as 15" MIN - 25" MAX for both the width and height.

BRUSH PILES TOP VIEW
N.T.S



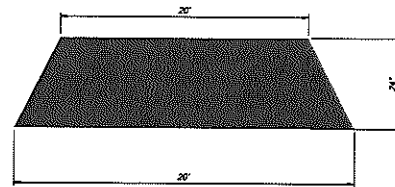
BRUSH PILES SECTION VIEW
N.T.S

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HORIZONTAL LOG
N.T.S

-
- 25"
- NORTH FACING
- 15"

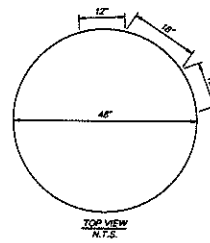
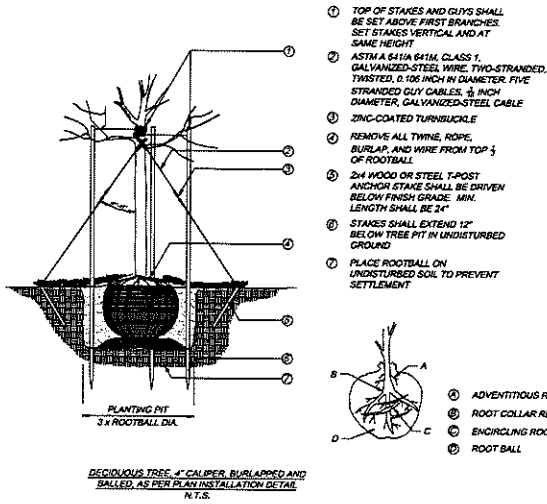
SOUTH FACING
SAND MOUNDS TOP VIEW
N.T.S



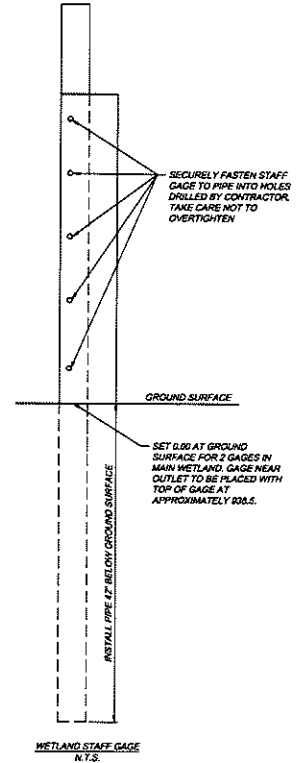
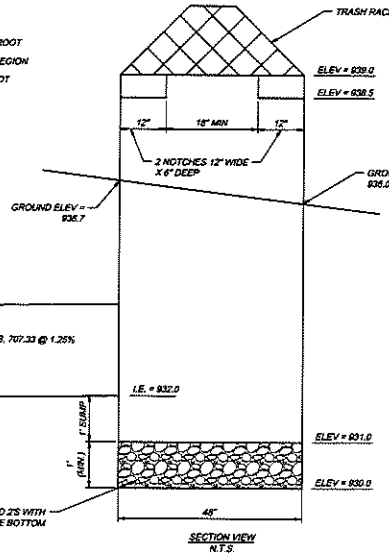
SAND MOUNDS SECTION VIEW
N.T.S

1. LONG SIDES OF SAND MOUNDS MUST FACE NORTH AND SOUTH

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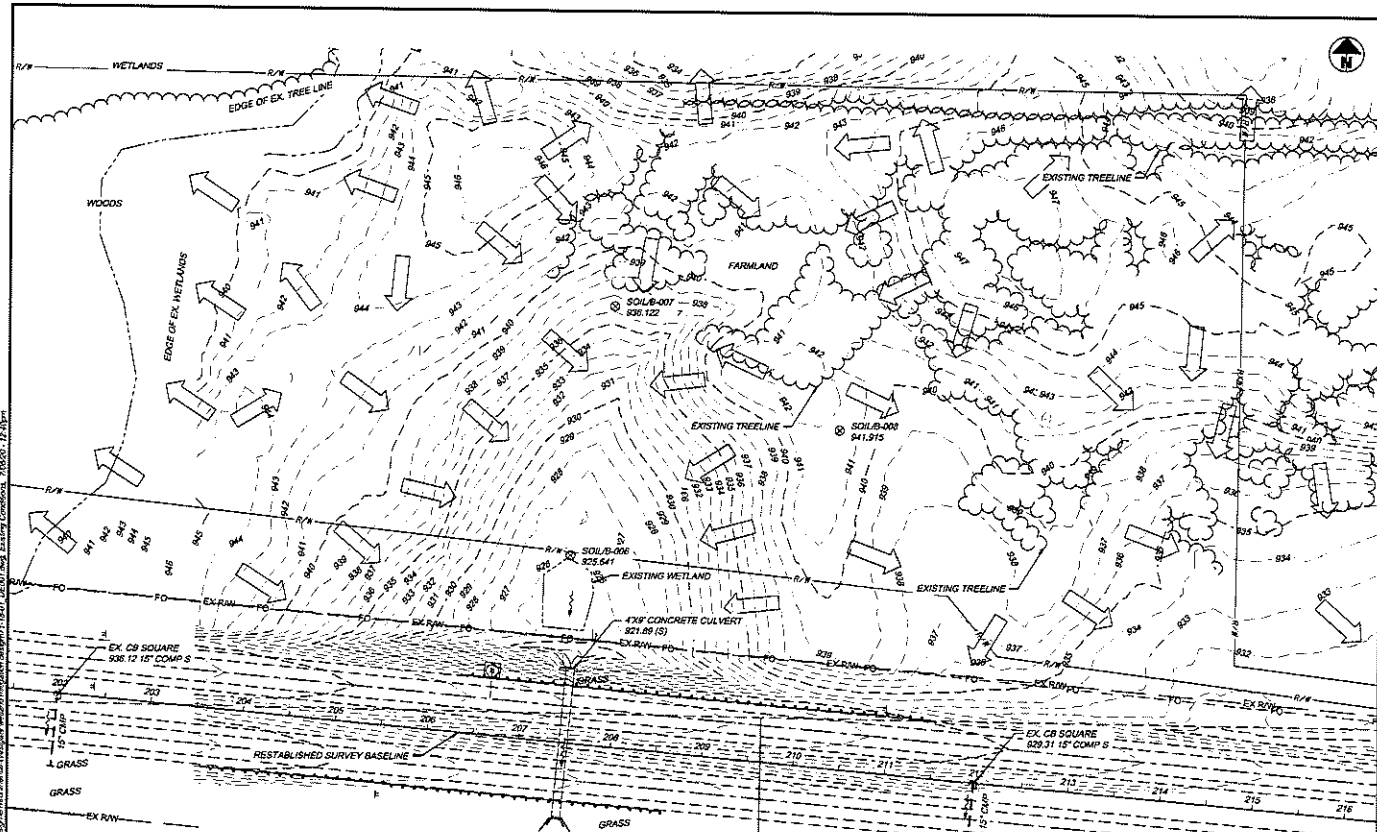
- 1 ADVENTITIOUS ROOT
- 2 ROOT COLLAR REGION
- 3 ENCIRCLING ROOT
- 4 ROOT BALL



- NOTES:
1. 48" OUTLET PIPE NOTCHED AT 838.5
 2. SEPARATION OF NOTCHES, 18" MIN
 3. NOTCHES FACING GENERALLY NINE
 4. THE QUANTITY OF 1 EACH FOR ITEM SPECIAL - WETLAND OUTLET STRUCTURE IS CARRIED TO THE GENERAL SUMMARY.

NO. 1S AND 2S WITH FABRIC AT THE BOTTOM

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SOIL BORINGS			
NORTHING	EASTING	ELEVATION	BORING
722560.8	135805.1	925.6410	SOILB-006
722931.5	1358098	936.1220	SOILB-007
722788.4	1358344	941.9150	SOILB-008

Sheet 11 of 20

LEGEND

← EXISTING SURFACE WATER FLOW ARROW

⊙ XXXXX-00X
XXX.XXX SOIL BORING ELEVATION



PROJECT 39-20-01C
 DATE: 01/06/2008

EXISTING CONDITIONS
 TP-4 WETLAND CONSTRUCTION

DLZ
 CONSULTANT

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

Sheet 12 of 20

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 BACKCHECKED: _____ DATE: _____
 APPROVED: _____ DATE: _____

PROJECT: TOL PLAZA - WESTGATE	DRILLING FIRM / OPERATOR: ZADU, J. L. (LWELL)	DRILL NO.: 10-016-01-01-01	STATION / OFFSET:	EXPLORATION ID: B-000-01-01
TYPE: SUBGRADE	SAMPLING FIRM / LOGGER: ZADU, J. L. (LWELL)	HAMMER: ONE AUTOMATIC	ALIGNMENT:	PAGE: 1 OF 1
NO: 0001	DRILLING METHOD: 3.27 HSA	CALIBRATION DATE: 4/20/15	ELEVATION: 429.6 (MSL), 600	
START: 0001.0	END: 0001.0	ENERGY RATIO (%): 90	COORD: 727064.110 N, 126033.300 E	
MATERIAL DESCRIPTION AND NOTES				
ELEV. (FEET)		DEPTH (FEET)		
429.6		0		
429.5		1		
429.4		2		
429.3		3		
429.2		4		
429.1		5		
429.0		6		
428.9		7		
428.8		8		
428.7		9		
428.6		10		
Notes: 1. Topsoil - 12" depth. 2. Very soft gray silty clay (A-6) with sand, some organic. 3. Very soft gray silty clay (A-6) with sand, some organic. 4. Very soft gray silty clay (A-6) with sand, some organic. 5. Very soft gray silty clay (A-6) with sand, some organic. 6. Very soft gray silty clay (A-6) with sand, some organic. 7. Very soft gray silty clay (A-6) with sand, some organic. 8. Very soft gray silty clay (A-6) with sand, some organic. 9. Very soft gray silty clay (A-6) with sand, some organic. 10. Very soft gray silty clay (A-6) with sand, some organic.				

PROJECT: TOL PLAZA - WESTGATE	DRILLING FIRM / OPERATOR: ZADU, J. L. (LWELL)	DRILL NO.: 10-016-01-01-02	STATION / OFFSET:	EXPLORATION ID: B-000-01-02
TYPE: SUBGRADE	SAMPLING FIRM / LOGGER: ZADU, J. L. (LWELL)	HAMMER: ONE AUTOMATIC	ALIGNMENT:	PAGE: 1 OF 1
NO: 0002	DRILLING METHOD: 3.27 HSA	CALIBRATION DATE: 4/20/15	ELEVATION: 429.4 (MSL), 600	
START: 0002.0	END: 0002.0	ENERGY RATIO (%): 90	COORD: 727064.110 N, 126033.300 E	
MATERIAL DESCRIPTION AND NOTES				
ELEV. (FEET)		DEPTH (FEET)		
429.4		0		
429.3		1		
429.2		2		
429.1		3		
429.0		4		
428.9		5		
428.8		6		
428.7		7		
428.6		8		
428.5		9		
428.4		10		
Notes: 1. Topsoil - 12" depth. 2. Very soft gray silty clay (A-6) with sand, some organic. 3. Very soft gray silty clay (A-6) with sand, some organic. 4. Very soft gray silty clay (A-6) with sand, some organic. 5. Very soft gray silty clay (A-6) with sand, some organic. 6. Very soft gray silty clay (A-6) with sand, some organic. 7. Very soft gray silty clay (A-6) with sand, some organic. 8. Very soft gray silty clay (A-6) with sand, some organic. 9. Very soft gray silty clay (A-6) with sand, some organic. 10. Very soft gray silty clay (A-6) with sand, some organic.				

PROJECT: TOL PLAZA - WESTGATE	DRILLING FIRM / OPERATOR: ZADU, J. L. (LWELL)	DRILL NO.: 10-016-01-01-03	STATION / OFFSET:	EXPLORATION ID: B-000-01-03
TYPE: SUBGRADE	SAMPLING FIRM / LOGGER: ZADU, J. L. (LWELL)	HAMMER: ONE AUTOMATIC	ALIGNMENT:	PAGE: 1 OF 1
NO: 0003	DRILLING METHOD: 3.27 HSA	CALIBRATION DATE: 4/20/15	ELEVATION: 429.2 (MSL), 600	
START: 0003.0	END: 0003.0	ENERGY RATIO (%): 90	COORD: 727064.110 N, 126033.300 E	
MATERIAL DESCRIPTION AND NOTES				
ELEV. (FEET)		DEPTH (FEET)		
429.2		0		
429.1		1		
429.0		2		
428.9		3		
428.8		4		
428.7		5		
428.6		6		
428.5		7		
428.4		8		
428.3		9		
428.2		10		
428.1		11		
428.0		12		
427.9		13		
427.8		14		
427.7		15		
427.6		16		
427.5		17		
427.4		18		
427.3		19		
427.2		20		
427.1		21		
427.0		22		
426.9		23		
426.8		24		
426.7		25		
Notes: 1. Topsoil - 12" depth. 2. Very soft gray silty clay (A-6) with sand, some organic. 3. Very soft gray silty clay (A-6) with sand, some organic. 4. Very soft gray silty clay (A-6) with sand, some organic. 5. Very soft gray silty clay (A-6) with sand, some organic. 6. Very soft gray silty clay (A-6) with sand, some organic. 7. Very soft gray silty clay (A-6) with sand, some organic. 8. Very soft gray silty clay (A-6) with sand, some organic. 9. Very soft gray silty clay (A-6) with sand, some organic. 10. Very soft gray silty clay (A-6) with sand, some organic. 11. Very soft gray silty clay (A-6) with sand, some organic. 12. Very soft gray silty clay (A-6) with sand, some organic. 13. Very soft gray silty clay (A-6) with sand, some organic. 14. Very soft gray silty clay (A-6) with sand, some organic. 15. Very soft gray silty clay (A-6) with sand, some organic. 16. Very soft gray silty clay (A-6) with sand, some organic. 17. Very soft gray silty clay (A-6) with sand, some organic. 18. Very soft gray silty clay (A-6) with sand, some organic. 19. Very soft gray silty clay (A-6) with sand, some organic. 20. Very soft gray silty clay (A-6) with sand, some organic. 21. Very soft gray silty clay (A-6) with sand, some organic. 22. Very soft gray silty clay (A-6) with sand, some organic. 23. Very soft gray silty clay (A-6) with sand, some organic. 24. Very soft gray silty clay (A-6) with sand, some organic. 25. Very soft gray silty clay (A-6) with sand, some organic.				

PROJECT: 39-20-01C
 DATE: 01/02/2015
 EXISTING CONDITIONS
 TP 4 WETLAND CONSTRUCTION
 OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
 OHIO
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X:\Projects\IGFL\2016\162910070\Design\intermediate\Asphalte\implant\modification design\F-18-D_IGCOLI.dwg Appointed Grading / 16/03/20 - 12:44pm

LEGEND

— 940 — PROPOSED CONTOUR
 ... EXISTING CONTOUR
 --- PROPOSED DIRECTION OF SURFACE RUN-OFF
 ⊕ XXX.XX PROPOSED SURFACE SPOT ELEVATION
 [S] WETLAND STAFF GAGE

HORIZONTAL
SCALE IN FEET

- NOTES**
1. EXISTING WETLANDS AND MATURE FORESTED AREAS ARE PRESENT TO THE WEST AND ARE NOT TO BE DISTURBED BEYOND THE PROJECT LIMITS.
2. UTILITIES AND OTHER STRUCTURES SHOWN ARE APPROXIMATE. FIELD VERIFY PRIOR TO CONSTRUCTION.
3. TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES TO BE INSTALLED PRIOR TO PERFORMING EARTHWORK. EROSION CONTROL SHALL BE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES ARE IN PLACE. CONSTRUCTION SHALL PROCEED WITH PROVIDING AND MAINTAINING STABILIZED TEMPORARY GRAVEL SEDIMENTATION BASINS IN ACCORDANCE WITH OHIO SWAMP MANAGEMENT MANUAL.
4. STRIP 1% OF TOPSOIL FROM ALL AREAS TO BE DISTURBED AND STOCKPILE FOR LATER USE. PAID FOR AS APPROXIMATELY 17,333 CY OF ITEM 65-TOPSOIL. STOCKPILE LOCATION OF SOIL STOCKPILE TO BE DETERMINED BY CONTRACTOR AND APPROVED BY THE CHIEF ENGINEER.
5. EXCAVATION BELOW TOPSOIL TO BE PERFORMED TO 12 INCHES BELOW FINAL GRADES AS SHOWN ON THE PLANS. THERE IS APPROXIMATELY 22,000 CY OF EXCESS EXCAVATION THAT IS TO BE REMOVED FROM THE PROJECT. THE CHIEF ENGINEER SHALL REMOVE EXCESS EXCAVATED SOIL AT THE DIRECTION OF THE CHIEF ENGINEER. THE COST FOR THE REMOVAL AND PLACEMENT OF THIS EXCESS EXCAVATION IS INCLUDED IN THE UNIT PRICE BID FOR ITEM 203 - EXCAVATION.
6. EMBANKMENT IS TO BE PLACED TO PROVIDE ELEVATIONS ON THE SITE 12 INCHES BELOW FINAL GRADES AND COMPACTED PER DOT SPECIFICATIONS. EMBANKMENT SHALL BE PLACED TO REMAIN AND MUST BE FREE FROM LARGE ROCKS OR OTHER DEBRIS.
7. STOCKPILED TOPSOIL TO BE PLACED OVER THE ENTIRE SITE FOLLOWING PLACEMENT OF EMBANKMENT, DEPTH OF TOPSOIL TO BE 12" AND PAID FOR AS APPROXIMATELY 17,333 CY OF ITEM 65-TOPSOIL. STOCKPILE TOPSOIL.
8. OUTLET STRUCTURE TO BE CONSTRUCTED ACCORDING TO PLAN, REQUIRES CONCRECTOR. THE CONCRECTOR SHALL CONSTRUCT IS 48 INCH DIAMETER VERTICAL CONCRETE PIPE, WITH TWO (2) INCHES THICK FLANGE AND TOP FRASH RACK COVER, WITH 12 INCH DEEP RACK IN ACTION. THE CONCRECTOR SHALL QUANTITY OF 1 EACH FOR ITEM SPECIAL (811) - WETLAND OUTLET STRUCTURE IS GARNED TO THE GENERAL SUMMARY.
9. PIPE OUTLET FROM THE OUTLET STRUCTURE IS APPROXIMATELY 40' LF OF ITEM 8 - 72 INCH DIAMETER CONCRETE PIPE. PER PLAN, IT IS APPROXIMATELY 5.5 CY OF ITEM 801- ROCK CHANNEL PROTECTION, TYPE C WITH FABRIC AT THE OUTLET AS PER PLANS.
10. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, TRAFFIC MAINTENANCE PLANS, AND COORDINATION WITH APPROPRIATE AGENCIES AND RESOURCES TO PROTECT THE PROJECT.
11. WETLAND STAFF GAGES TO BE PROVIDED PER PLANS. STAFF GAGE NEAREST OUTLET TO BE INSTALLED WITH TOP OF STAFF GAGE APPROXIMATELY 338.5. ENSURE STAFF GAGE IS MINIMUM OF 10 FEET ABOVE THE HIGHEST AND EAST SIDES OF THE GRADING. STAFF GAGES TO BE PLACED WITH 0.00 AT SOIL SURFACE. TWO (2) STAFF GAGES TO BE ELEVATIONS OF 0.00 MARK AND THREE (3) STAFF GAGES. STAFF GAGES SHALL BE PLACED IN CONJUNCTION WITH THE EXISTING STRUCTURES OR CONCURRENTLY WITH TREES AND SHRUB PLANTING. WETLAND STAFF GAGES SHALL BE INCLUDED IN ITEM SPECIAL - WETLAND MITIGATION.
12. THE CONTRACTOR SHALL INSTALL APPROXIMATELY 2,800 LF OF SILT FENCE WITHIN THE WEST AND EAST SIDES OF THE GRADING. ALL EFFORT IS REQUIRED TO MAINTAIN AND REMOVE THE SILT FENCE IS INCLUDED IN ITEM 632-EROSION CONTROL, AS PER PLAN (SILT FENCE).

11	17	PROJECT 39-20-010	PROPOSED GRADING				NO. 1250-0400	
			TP 4 WESTLAND CONSTRUCTION					
DATE: 07/06/2020		REVISED	BY	DATE				
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		DES						
		SUM						
						 DLZ DATA LOGIC, INC.		

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

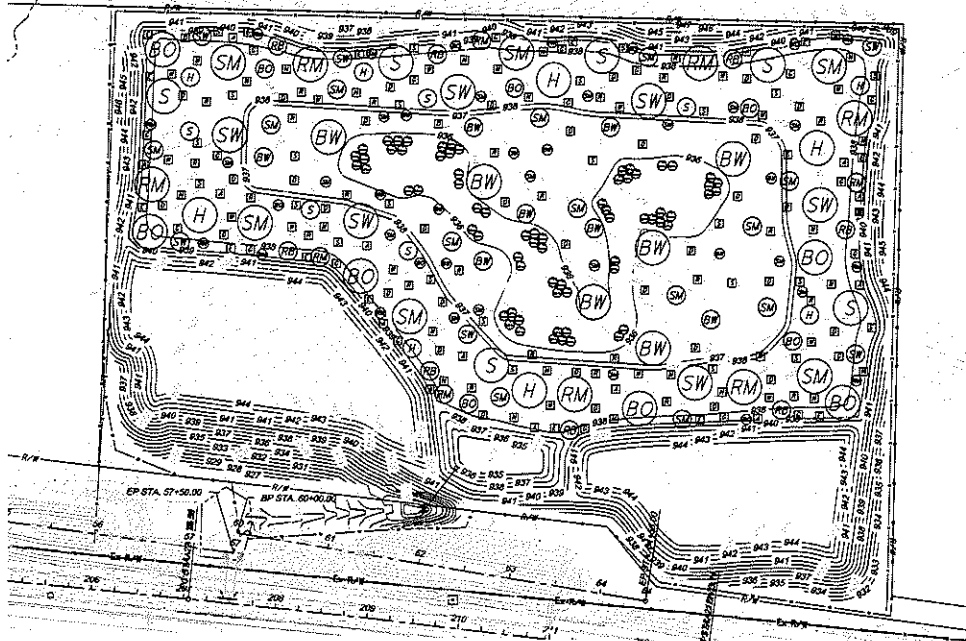
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Sheet 15 of 20



LEGEND

- PROPOSED CONTOUR
- EXISTING CONTOUR
- SHRUB GROUP
- ⊕ BUTTONBUSH
- ⊗ DECIDUOUS TREE, 4" CALIPER, BURLAPPED AND BALLED
- ⊙ DECIDUOUS TREE, 1" CALIPER, POTTED
- DECIDUOUS TREE, 36" HEIGHT, BARE ROOT

SHRUB LIST

□ SILKY DOGWOOD	105
□ SPICEBUSH	125
□ BLACK ELDERBERRY	75
□ HANDBERRY	100
□ GRAY DOGWOOD	100
□ WINTERBERRY	100
□ AMERICAN CRANBERRY BUSH	75
□ RED-OSIER DOGWOOD	125
⊕ BUTTONBUSH	50

DECIDUOUS SHRUB, 18" HEIGHT, BARE ROOT

185
125
75
100
100
100
75
125
50

DECIDUOUS SHRUB, 3" HEIGHT, POTTED

35
25
15
20
20
20
15
25
18

TREE LIST

⊗ BLACK WILLOW	7
⊗ SILVER MAPLE	18
⊗ RED MAPLE	9
⊗ SYCAMORE	0
⊗ SWAMP WHITE OAK	0
⊗ BUR OAK	0
⊗ RIVER BIRCH	0
⊗ HACKBERRY	0

36" HEIGHT BARE ROOT (SMALL)

7
13
4
5
5
5
0
5

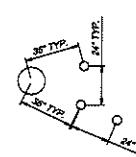
1" CALIPER, POTTED (MEDIUM)

7
13
4
5
5
5
0
5

4" CALIPER, BURLAPPED AND BALLED (LARGE)

6
6
6
6
6
6
0
5

SHRUB PLANTING DETAIL



SHRUB GROUP (SAME SPECIES)

SMALL SHRUBS TO BE 24" APART WITH
 LARGE SHRUB 36" FROM NEAREST
 SMALL SHRUB OF GROUP

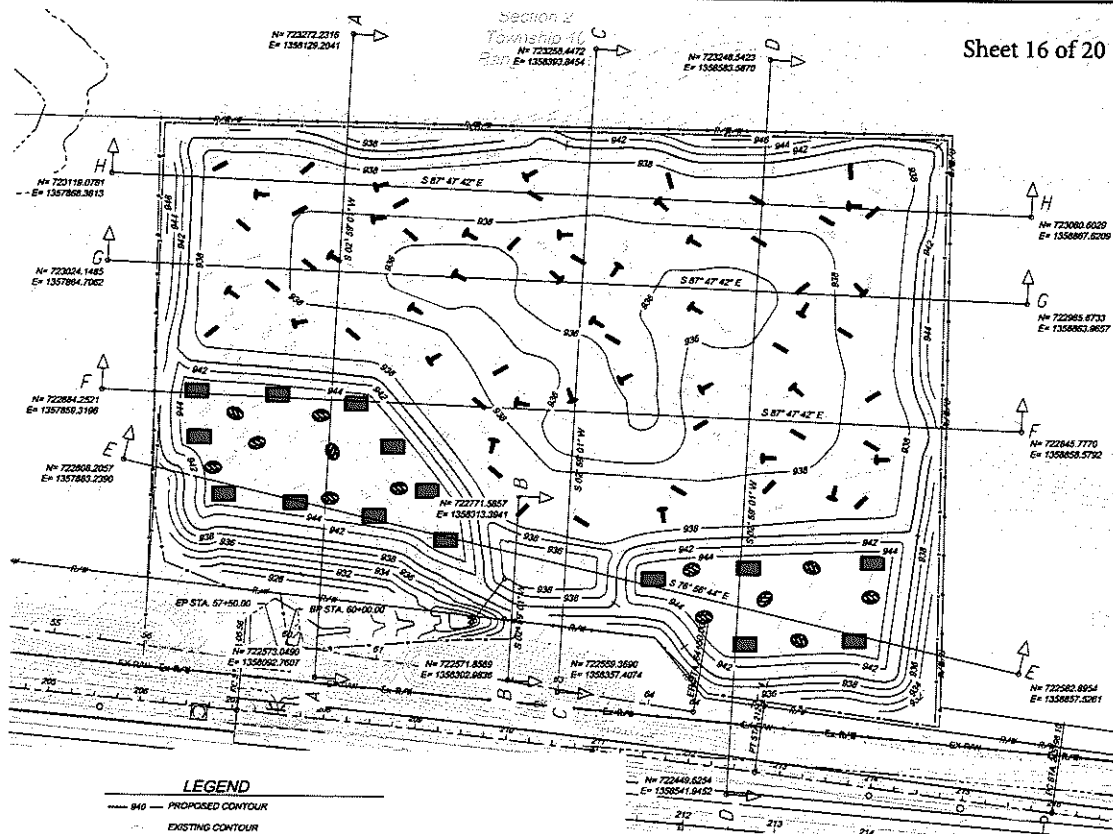


SEE SHEETS 3-4 FOR PLANTING NOTES

PROJECT 38-20-01C
 DATE 07/26/2000
 PROPOSED PLANTING
 TP-4 WETLAND CONSTRUCTION

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

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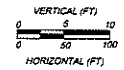
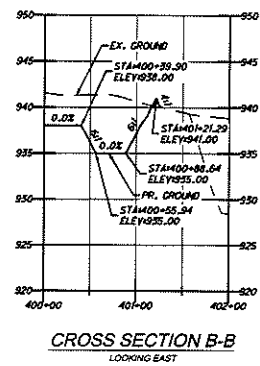
PROJECT 36-20-01C
 DATE 07/09/2003

PROPOSED WILDLIFE
 TP 4 WETLAND CONSTRUCTION

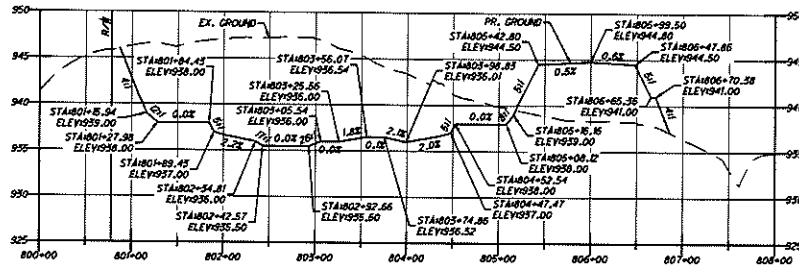
OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

DLZ
 DESIGN, INC.

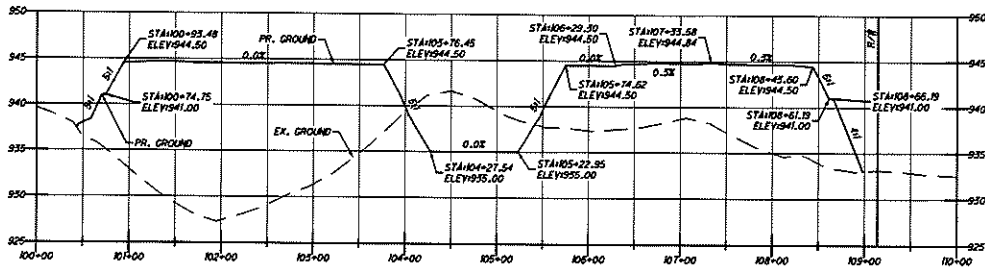
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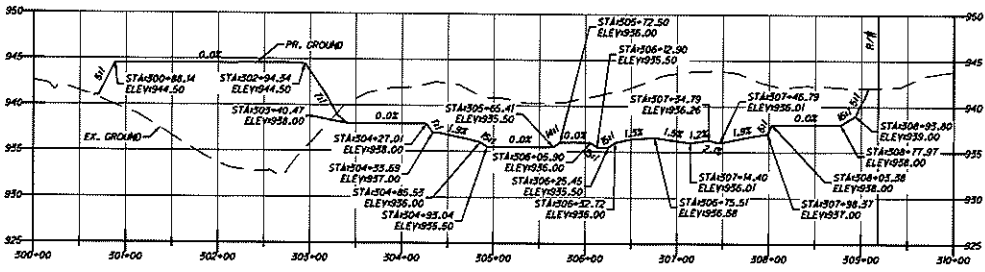
Sheet 18 of 20



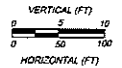
CROSS SECTION D-D
LOOKING EAST



CROSS SECTION E-E
LOOKING NORTHEAST



CROSS SECTION F-F
LOOKING NORTH



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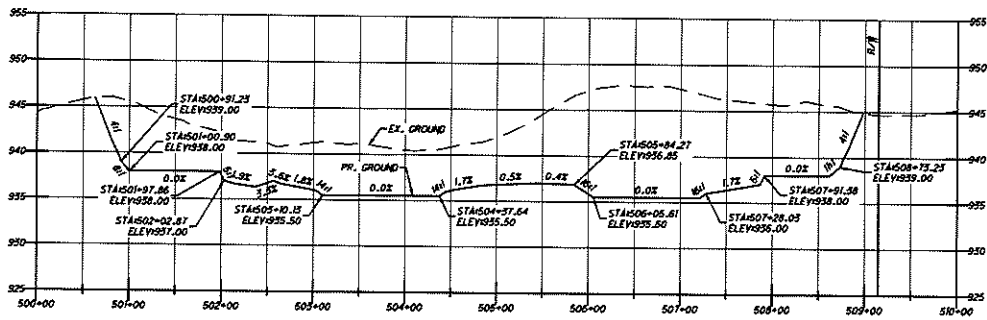
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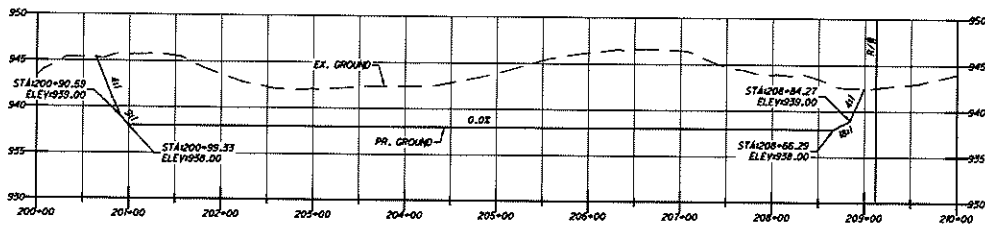
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Sheet 19 of 20

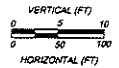


CROSS SECTION G-G
LOOKING NORTH



CROSS SECTION H-H
LOOKING NORTH

EARTHWORK SUBSUMMARY	
ITEM 203 - EXCAVATION	41,381 CY
ITEM 203 - EMBANKMENT	18,450 CY



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PROJECT 39-20-01C
DATE: 07/26/2008

CROSS SECTIONS
TP 4 WETLAND CONSTRUCTION

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

17
17

OHIO
DOT
INC.



Figure I-1. Proposed Wetland Mitigation Environmental Covenant Area.

**WETLAND MITIGATION AND MONITORING PLAN
FOR THE OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION –
WESTGATE TOLL PLAZA PROJECT**

**Appendix A
Pages 1-14**

Prepared For:

Ohio Turnpike and Infrastructure
Commission
682 Prospect Drive
Berea, OH 44017



Prepared By:



DLZ OHIO, INC.

DLZ Job No. 1622-1007-05

Table of Contents

I.	Objectives	1
II.	Site Selection	2
III.	Site Protection Instrument	2
IV.	Baseline Information for Impact Site.....	2
V.	Baseline Information for Mitigation Site	4
VI.	Determination Of Credits	5
VII.	Mitigation Site Selection and Justification	5
VIII.	Mitigation Work Plan.....	6
IX.	Performance Standards	8
X.	Site Protection and Maintenance.....	9
XI.	Monitoring Plan	9
XII.	Long-Term Management Plan	10
XIII.	Adaptive Management Plan	10
XIV.	Financial Assurances.....	12

Draft Wetland Mitigation Plan for the Ohio Turnpike and Infrastructure Commission (OTIC) Westgate Toll Plaza Project

I. OBJECTIVES

Stream and wetland mitigation are required as part of the Ohio Turnpike and Infrastructure Commission's (OTIC) proposed new Westgate Toll Plaza (Westgate) project. OTIC adopted a strategic plan to modernize and update the existing toll collection system in April 2017. The final adopted plan outlined a dual system comprised of open road tolling (ORT) and a closed ticketed system. The existing Westgate was studied to determine if it was feasible to modify this facility to accept the new hybrid toll collection system. It was determined that a significant section of the existing toll plaza would be required to be removed in the center, while still maintaining safe operations on the exterior lanes. The loss of these internal lanes would result in reduced capacity and significant impacts to the operations of the plaza. This would result in large backups of traffic both entering and exiting this location. It was determined a new location for this plaza was required, which would allow the new facility to be constructed, while maintaining unimpacted operations at Westgate during construction.

The site selected for the new toll plaza (see Item 5 - Alternatives Analysis) is located to the east of the existing plaza between County Road (CR) 4 and CR 5 between the Toll Road Mileposts 3.1 and 4.1 (see **Appendix A** and **Appendix B**). The site is bounded by overhead bridges at CR 4 to the west and CR 5 to the east, both with single centerline piers. The location has nearly level topography that provides site lines for vehicles, and proximity to the existing Westgate near the Ohio border with Indiana. There are significant wooded areas on both sides of the Turnpike roadway, with the balance of the lands appearing to be tillable land, some of which is actively farmed. Approximately 1000 feet east of the CR 4 overhead bridge there is a drainage feature that crosses the site and runs under the Ohio Turnpike mainline to the south side. This site meets the roadway design criteria and development of the center lanes for ORT could be constructed while maintaining existing traffic flow on the mainline and at the current Westgate.

Detailed investigation, including wetland delineations (see **Appendix C** and **Appendix D**), within the project area of the proposed Westgate facility and associated improvements, quantified impacts to regulated resources as follows (see **Appendix E** for table of impacts):

- 1.72 acres of fill in Wetland A, a Category 3 Wetland
- 0.12 acres of fill in Wetland C, a Category 3 Wetland
- 0.03 acres of fill in Wetland V, a Category 1 non-Forested Wetland
- 0.03 acres of fill in Wetland B, a Category 1 non-Forested Wetland (a non-jurisdictional Isolated wetland regulated by OEPA)
- 60 lf of enclosure of unknown tributary (UNT) to the north branch of Eagle Creek (NBEC)
- 11 lf of bank stabilization to UNT to NBEC

The impacts will require mitigation to meet regulatory requirements, with the goal of the mitigation to offset the losses associated with unavoidable impacts at the proposed new Westgate facility. Wetland mitigation will be conducted in accordance with the ratios provided in OAC 3745-1-54 and *Title 33 C.F.R. Part 332*; forested Category 3 wetland impacts will be mitigated at 3 to 1 mitigation ratio, while non-forested Category 1 wetland impacts will be mitigated at 2 to 1 mitigation ratio. Impacts to intermittent streams will be mitigated at a 1.5 to 1 mitigation ratio.

A search was done on the U.S. Army Corps of Engineers (USACE) Regulatory In-Lieu Fee and Bank Information Tracking System (RIBITS) and the Stream + Wetlands Foundation Service Areas mapping

website. The search was performed to identify mitigation banks and in-lieu fee (ILF) sites within the project area service area that could be utilized for this project. This search identified no wetland banks or ILF sites within the service area in the state of Ohio. Further investigation into mitigation options, including coordination with the USACE and Ohio Environmental Protection Agency (OEPA), resulted in the option of using on-site mitigation for wetlands. Since there are no wetland mitigation banks or ILF sites within the service area that can meet the requirements for wetland mitigation for this project, on-site mitigation will be utilized to compensate for wetland impacts. Creation of a minimum of 5.52 acres of forested wetland (3:1 ratio of created: impacted) and 0.06 acres of emergent/scrub-shrub wetland (2:1 ratio) will be completed, along with appropriate upland buffer areas, that provide similar functions and values of the impacted resources.

OTIC proposes compensatory stream mitigation for UNT NBEC; a Modified Class II Primary Head Water Habitat stream. OTIC will mitigate for 71 lf of unavoidable permanent stream losses by purchasing in-lieu fee (ILF) credits at an existing ILF site managed by The Nature Conservancy (TNC). The purchase of the ILF credits is being proposed because there are currently no active stream mitigation banks with service areas that include the Westgate project area. The TNC fee schedule for stream credits within the St. Joseph River watershed (HUC 04100003) is \$255 per credit. Based on the mitigation ratio, OTIC will purchase a total of 107 stream mitigation credits at a cost of \$27,285 in order to provide compensatory stream mitigation for the project (see Letter of Credit Availability and Reservation in **Appendix F**). The TNC purchase will be protected in perpetuity as a requirement of the ILF program.

II. SITE SELECTION

The wetland mitigation site selected is located immediately adjacent to and east of the impact site (see **Appendix B**). This area includes existing Category 3 wetland, upland forest, and proposed wetland mitigation creation area.

III. SITE PROTECTION INSTRUMENT

The wetland mitigation areas will be protected by a restrictive environmental covenant, which will outline prohibited activities on the entire 21.472 acres site. The restrictions will remain with the property in perpetuity (see **Draft Site Protection Instrument** in **Appendix G**) unless changes to the executed agreement are agreed upon by all parties in writing.

IV. BASELINE INFORMATION FOR IMPACT SITE

Following is baseline information about the project area and vicinity. This baseline information, with supplements included in the form of figures and other documentation, were utilized by the project team in the assessment of on-site mitigation and will also assist regulatory agencies with jurisdiction in the review of relevant permit applications. The proximity of the proposed wetland mitigation site and project site results in some of the baseline information for both being the same.

- A. **Location.** The proposed location of the new Westgate Toll Facility is between CR 4 and CR 5 in Northwest Township, Williams County, Ohio, (T10S, R4W, Section 2). The project is located at approximate coordinates 41°37'42.36"N 84°44'14.64"W. The site lies within the St. Joseph River/Eagle Creek Watershed (HUC_8 = 04100003). **Appendices B, C, H, I and J** include location maps, watershed map, bird's-eye aerial photograph, US Environmental Protection Agency National Wetland Inventory (NWI) map, and USDA Natural Resource Conservation Service (NRCS) soils map. The site includes areas of mature forest, with areas within the proposed wetland mitigation portion of the property that have previously been used for agriculture but been in a successional stage since at least the early 2000s.
- B. **Classification.** Wetlands at the project impact site were delineated by DLZ in May 2018, with subsequent visit in October 2018 to perform additional plant identification and perform the Ohio Rapid Assessment Method (ORAM). Details regarding these investigations are included in **Appendix D**.

- C. Quantities. Impacts at the project site include 1.84 acres of impact to Category 3 Wetland at two different wetlands and 0.06 acres of impact to Category 1 non-Forested Wetland, in addition to 71 lf of stream impacts that will be mitigated at an ILF site. The proposed improvements for Westgate and the boundaries of delineated wetlands showing the quantities are depicted in plans provided in **Appendix K**.
- D. Watershed. The project is located within the Great Lakes Region HUC4 0410, Southern Lake Erie HUC6 041000, St. Joseph River HUC8 04100003, Nettle Creek-St. Joseph River HUC10 0410000303, and Eagle Creek HUC12 041000030303. The St. Joseph River flows southwesterly to Ft. Wayne, Indiana, where it joins with the St. Mary's River (HUC8 04100004) to form the Maumee River. The Maumee River then flows northeasterly into Lake Erie. See **Appendix H**.
- E. Existing Hydrology. Hydrology to the various regulated Waters of the U.S. (WOTUS) is provided by a combination of groundwater and surface runoff sources. *Wetland A* is located on the north side of the turnpike and is part of a much larger wetland complex that extends well off the project site to the north. *Wetland A* appears to be connected to other wetlands further to the north and possibly be hydrologically connected. *Wetland A* includes a small open water area within a large scrub-shrub area and perimeter of forested wetland of varying width. Most of the immediately adjacent uplands are mature forest, other than that portion that borders the turnpike. The hydrology of *Wetland A* is likely from groundwater that is supplemented by overland runoff and discharges from wetlands upgradient. Significant areas of *Wetland A* are likely inundated all year during normal conditions. *Wetland C*, *Wetland V*, and *Wetland X* are located on the south side of the turnpike and likely primarily surface water driven, with overland flow from their immediate contributing drainage area providing additional hydrology and anaerobic soil conditions for a duration long enough during the growing season to result in the presence and dominance of hydrophytic vegetation. *Wetland C* is a low area within a larger forested area that is inundated during only a portion of the growing season (late fall through spring), with no inundation from late spring through early fall in a normal year. *Wetland V* is a very low-quality wetland that likely meets criteria due to the high clay content soils that receive runoff from the adjacent agricultural field and allows for domination by hydrophytic vegetation (primarily reed canary grass and shrub willows). *Wetland X* has characteristics similar to *Wetland C* but is outside of the project work limits and will not be impacted by construction. *Wetland B* is a small emergent wetland that has formed on the north side of the turnpike at the upstream end of an equalization culvert. See **Appendix D** for the delineated wetland boundaries and for mapping of approximate wetland boundaries within the project vicinity and assumed water flow/drainage direction. The map is provided on a Google Earth historic aerial from December 2005 that allows for a view of the site without the canopy present due to leaf fall.
- F. Existing Soils. **Appendix J** includes soils information obtained from the NRCS Web Soil Survey. The Area of Interest was delineated to include the proposed Westgate, along with adjacent areas to identify existing soils present. Of particular interest are soils classified as hydric, which were manually shaded on and highlighted on the corresponding soils table to correspond to information from the NRCS Hydric Soils of Ohio list. Areas with hydric soils tend to hold good potential for restoration or creation of mitigation wetlands. There are extensive areas of hydric soils in the project vicinity.

V. BASELINE INFORMATION FOR MITIGATION SITE

As noted in baseline information for the impact site, the proximity of the proposed wetland mitigation site to the project site results in some of the baseline information for both being similar.

- A. Location. The wetland mitigation site for the new Westgate Toll Facility is located in Northwest Township, Williams County, Ohio, (T10S, R4W, Section 2) at approximate coordinates 41°37'44.56"N 84° 43'56.44"W. The site is located immediately to the east of the proposed Westgate Toll Plaza site on the north side of the turnpike.
- B. Classification. The parcel includes approximately 5.19 acres of Category 3 wetland (the same wetland that is impacted by the new Westgate) and 4.83 acres of mature upland hardwood forest. The remainder of the site (approximately 11.45 acres) will include the on-site mitigation area, additional upland buffer areas at the border of the mitigation wetland, and a 25 foot wide strip that parallels the turnpike right-of-way that will be used to access the mitigation site during the monitoring period. A legal description and additional information about the mitigation site is included in **Appendix G**. No wetlands exist on the portion of the property proposed for use as on-site wetland mitigation.
- C. Quantities. OTIC has acquired a total of 21.472 acres upon which to construct the required on-site wetland mitigation.
- D. Existing Hydrology. The mitigation site is located within the same watershed and sub-watersheds as the impact site. The proposed wetland mitigation area has rolling topography (see **Appendix L**). Site drainage for most of the mitigation area currently drains to the south, ending up in the roadside ditch along the turnpike. Small areas on the north and southeast portions of the site currently flow off the wetland mitigation parcel. There will be minor changes to the site drainage for creation of the mitigation wetland. No impacts to adjacent wetlands from these minor changes to overland flow are anticipated.
- E. Existing Vegetation. The portion of the site proposed for on-site wetland mitigation is covered by a mixture of herbaceous vegetation, shrubs, and small trees. The remainder of the site that will be preserved includes upland and forested wetlands.
- F. Existing Soils. **Appendix M** includes soils information obtained from the USDA Natural Resource Conservation Service (NRCS) Web Soil Survey. The Area of Interest was delineated to include only the area of the parcel that will be used for construction of on-site wetland mitigation. The site includes four (4) soil types – Blo2A1 (Blount loam, 0-to 2 percent slopes), Blo2B1 (Blount loam, 2-6 percent slopes), GIB (Glynwood loam, 2 to 6 percent slopes), and GIC2 (Glynwood loam, 6 to 12 percent slopes, moderately eroded). The first three (3) soil types listed are hydric and comprise approximately 83.5% of the mitigation area.
- G. Existing Wildlife Usage. The site does not have documentation of wildlife use. Given the agricultural uses and habitats in the vicinity of the project site, it would be expected to support a variety of birds, mammals, reptiles, and amphibians. The permanent water portion of the larger wetland complex west of the mitigation site may support fishes as well. Observations of field staff during the wetland delineation found the site to be utilized by typical wildlife species in the area, including a variety of songbirds, waterfowl, whitetail deer, fox, raccoon, skunk, turtles, snakes, frogs, and variety of rodents. Additional investigation for several sensitive species was completed in spring 2020 via presence/absence surveys. These surveys found that there was suitable habitat present for the species, but none were found.
- H. Historic and Current Land Use. The portion of the site to be used for constructed on-site mitigation was part of a larger residential parcel that was split off for purchase by OTIC in 2019. Portions of the parent parcel, including the OTIC parcel, have been farmed historically but has been fallow since at least the early 2000s. The remainder of the site maintains the residential use.

- I. Current Owner. The property acquisition has been approved by OTIC. The appraisals have been completed and OTIC sent a written offer letter to the property owner on April 27, 2020.

VI. DETERMINATION OF CREDITS

Wetland mitigation will be conducted in accordance with the ratios provided in OAC 3745-1-54 and *Title 33 C.F.R. Part 332*; forested Category 3 wetland impacts will be mitigated at 3 to 1 mitigation ratio, while non-forested (Emergent) Category 1 wetland impacts will be mitigated at 2 to 1 mitigation ratio. Impacts to intermittent streams will be mitigated at a 1.5 to 1 mitigation ratio.

VII. MITIGATION SITE SELECTION AND JUSTIFICATION

Due to the lack of mitigation banks or ILF sites within the service area of the Westgate project, on-site mitigation is the next required option per statute. OTIC will be acquiring title to a site that will be used for on-site mitigation. See **Appendix G** for the legal description of the acquired property.

- A. Site-Specific Objectives. A combination of constructed wetland and preservation of existing wetlands and buffer area is proposed. In order to meet regulatory requirements for replacement, design and construction of a minimum of 5.52 acres of forested wetland and 0.12 acres of emergent wetland is required. A grading plan has been completed that proposes approximately 5.78 acres of forested wetland and 0.18 acres of emergent wetland which exceeds the minimum required.
- B. Watershed/Regional Objectives. The wetland mitigation area has been designed to include forested and emergent plant communities that can be supported by the hydrology. The mitigation wetlands will have similar functions to the impacted wetlands and provide the same values. There is no direct connection between existing and proposed wetlands and the ultimate outlet of the constructed wetlands will follow similar drainage patterns as what currently exists.
- C. Aquatic Resource Function Contribution. The wetland restoration will provide habitat similar that that which is currently available. The wetland mitigation area will provide nesting, roosting, and other cover for a variety of wildlife species and a variety of habitat structures are included in the design.
- D. Future Land Use. Future land uses in the project vicinity would be expected to maintain the current residential and agriculture uses.
- E. Site Selection Practicability. This property is currently fallow and includes existing hydric soils. Investigation of the property found soil conditions that are optimal for creation of wetlands to compensate for impacts of the berm project. Three (3) soil borings were taken (two to 10' depth and one to 25' depth) on the areas of the site that are to include constructed wetland and found a minimum of 12" of topsoil and confining clay layer below to the full depth of all borings. See **Appendix N** for a copy of the soil boring logs.
- F. Off-Site Justification. The search was performed to identify mitigation banks and in-lieu fee (ILF) sites within the project area service area that could be utilized for this project. This search identified no wetland banks or ILF sites within the service area in the state of Ohio. Stream impacts will be mitigated at an existing ILF site managed by The Nature Conservancy (TNC) by the purchase of 107 stream credits (see attached Letter of Credit Reservation in **Appendix F**). Further investigation into mitigation options, including coordination with the USACE and Ohio Environmental Protection Agency (OEPA), resulted in the option of using on-site mitigation for wetlands.
- G. Deed Restrictions. There are no known deed restrictions or rights-of-way on the proposed mitigation site purchased by OTIC. There is adjacent right-of-way for the turnpike immediately to the south of the site.
- H. Design Sustainability. Based on data collected on the proposed mitigation site, there is no reason to believe that wetland mitigation will be difficult. The existing soils on the site are hydric and abundant topsoil for use within the created wetland. A water budget was developed by running the Pierce

hydrology model, which indicated that the site should have adequate hydrology to be self-sustaining and sufficient to support hydrophytic vegetation.

- I. Protected Species Coordination. Coordination with the U.S. Fish and Wildlife Service (USFWS) and Ohio Department of Natural Resources (ODNR) recommended that habitat suitability surveys be performed for the Blanding's turtle (*Emydoidea blandingii*), spotted turtle (*Clemmys guttata*), and blue-spotted salamander (*Ambystoma laterale*); and both USFWS and ODNR determined that copperbelly water snake (*Nerodia erythrogaster neglecta*) surveys be performed within Wetland A and C Complex (see **Appendix O**). The habitat surveys were completed in August 2019 by Dr. Bruce Kingsbury (from Purdue University-South Bend), an approved herpetologist. He confirmed that suitable habitat for all four species was present within *Wetland A*. Subsequent coordination with both agencies has led to the need for presence/absence surveys. The presence/absence surveys were completed over 8 days in May 2020. None of the focal reptiles were observed or trapped. Ambystomid larvae were captured but not verified. Proposed wetland mitigation efforts include habitat structures suitable for all these species (see **Section VII.I.** below). FWS and ODNR were notified of the results and both sent responses approving the results and proposed wildlife habitat mitigation.
- J. Cultural Resources Coordination and Clearance. Lawhon and Associates performed a Cultural Resources Literature Review which identified that no previously conducted surveys or previously identified cultural resources were within or adjacent to the project area. A copy of cultural resources information is included in **Appendix P**.

VIII. MITIGATION WORK PLAN

- A. Mapping. **Appendix Q** provides a grading plan and cross sections for the mitigation area that identifies the proposed wetlands and buffer areas.
- B. Timing of Mitigation. It is anticipated that construction of the mitigation site will begin in the fall of 2020, with completion, including seeding and planting, to occur in the early spring of 2021.
- C. Grading Plan. **Appendix Q** provides the existing topographic survey, proposed grading plan, and cross sections. The darker highlighted area includes approximately 5.78 acres, all below the 938.0 proposed contour, for the forested wetland mitigation. The forested wetland mitigation area includes a flat shelf of variable width that will provide a maximum of 6" water depth. At the inside of this flat area will be an intermediate area with mounds of pools of varying elevation between 938.0 maximum and 936.0 minimum. The lowest area is anticipated to function as a slightly more permanent vernal pool with elevations below 936.0 to 935.5. At the proposed outlet, a small (0.18 acre) emergent wetland is proposed that has elevations from 938.5 to 935.5. The outlet is proposed to include a 48" diameter vertical structure at elevation 938.5 and emergency overflow at 939.0 with trash rack. The outlet will drop the water several feet to a discharge culvert into the roadside ditch along the turnpike. This grading design and outlet elevation will provide a variety of water depths throughout the wetland, with the forested shelf being maximum of 6" and the vernal pool area being up to 36" in water depth. The outlet to the culvert at the roadside ditch will include rip rap to stabilize the soils and prevent erosion.
- D. Construction Methods. Wetland construction of this type will require the use of a variety of heavy equipment, including scrapers, bulldozers, dump trucks, loaders, and backhoes. The selected contractor will verify his intended equipment. Soil erosion and sedimentation control will be placed to protect existing water features, though most drainage for the mitigation wetland flows into the project site. The site will be cleared and grubbed as necessary to allow for removal and stockpiling of topsoil and undercutting of the subgrade to 12" below final grades. The entire area will then have a minimum of 12" of topsoil added to establish final grades, with additional topsoil depths allowed in the mound areas of the forested wetlands.

- E. Construction Schedule. It is expected that the site preparation and earthwork portion of the wetland restoration will commence in the fall of 2020, with seeding and planting occurring in early 2021 prior to the start of the growing season. Monitoring of the wetland's development will commence in 2021 if project is complete before the end of the growing season, otherwise monitoring will begin in spring 2022. Notification of completion of the construction will be submitted and will include as-builts and a planting report.
- F. Planned Hydrology. The source of water is anticipated to be primarily direct precipitation with minor additional overland runoff from a small watershed area. There will be no direct connection to existing surface waters or adjacent wetlands. Soil percolation rates are expected to be negligible, therefore interaction with groundwater is not anticipated. According to the results of the Pierce hydrology model, the portions of the mitigation wetland would be expected to be inundated to varying depth for much of the growing season during a normal year, with some areas having inundation most of the year. During dry years, portions of the wetland would likely be devoid of surface water most of the summer months. **Appendix R** includes graphs showing the anticipated water depths under dry, normal, and wet years based on actual daily rainfall data from the respective year referenced. Depth gauges will be provided within each wetland area and calibrated across the site to allow for water depths throughout the mitigation site to be determined during the monitoring period. Since groundwater inputs are not anticipated, piezometers or monitoring wells are not provided.
- G. Planned Vegetation. The mitigation area will include both seeding of appropriate vegetation for the proposed habitat and planting of woody vegetation of varying size within the proposed forested wetland area. **Appendix Q** includes plans for seeding and planting. The seeding plans propose use of a seed mix for the upland berm areas, a native pollinator mix for the top of the high fill areas, an emergent mix, and forested wetland mix. All mixes will include a variety of native grasses, sedges, and forbs appropriate for the hydrologic and soil conditions of each area. In addition, the forested wetland area will be planted with nine (9) different shrub species and eight (8) different tree species, all including variable sizes. Approximately 200 shrubs and 200 trees each per acre are provided in the planting plan. No trees or shrubs are proposed within the uplands or on the perimeter berm. **Appendix Q** includes a list of seeds and plants that are proposed. The seed mixes proposed are standard Cardno mixes with substitutions made for species that are not native to Ohio. The specifications will require all proposed species be local genotypes from within 200 miles of the project site. All seed mixes will include a temporary cover crop of seed oats (*Avena sativa*) and annual rye (*Lolium multiflorum*). The proposed vernal pools will not be seeded and have limited buttonbush (*Cephalanthus occidentalis*) installed as shown in **Appendix Q**.
- H. Planned Soils. Existing soils on the site are suitable for use in the restored wetlands. The site soils include topsoil of at least 12" depth with clay confining layer below. No soil amendments are proposed. Prior to seeding/planting, topsoil will be stripped and stockpiled on the site and placed on the subgrade after undercutting to establish the final grades, which will include a minimum of 12" of topsoil.
- I. Wildlife Habitat. The design of the wetland mitigation area will incorporate habitat structures that can be utilized by wildlife for sunning, nesting, loafing, resting, etc. The existing preserved woodlands and wetlands adjacent to the mitigation wetlands will provide additional wildlife habitat opportunities. Within the uplands, brush piles and sand mounds are proposed. The brush piles provide opportunities for cover for small mammals, reptiles, and birds. The sand mounds will be approximately 15 feet in width and 25 feet in length, with a minimum of 10-foot width and 20-foot length having 24" depth sand. The long side of each sand mound is to be oriented in an east-west direction to maximize sun exposure. The sand mounds are intended to provide nesting sites for especially turtles, though other species may also utilize them for different reasons as well. Each turtle nesting habitat area will be placed such that the final elevations are entirely above the final grades shown on the grading plan to ensure no ponding of water within the sand.

Within the wetlands, habitat structures to be provided include root wads and horizontal logs. These habitat structures will provide sunning, nesting, loafing, resting, etc. for small mammals, reptiles, amphibians, and birds. Root wads include the root structure of trees that are minimum of 12" DBH and include 8-10' of the tree trunk. Root wads are to be placed horizontally as shown on the plans in **Appendix Q** with the trunk end touching the ground surface. If necessary, a portion of the root wad can be buried to stabilize it in place. Horizontal logs are to be logs that are a minimum of 20' in length, 8" minimum diameter at the small end, and 12" minimum at the large end. Logs larger than 24" diameter are to be placed below the 937.0 contour. Both the root wads and horizontal logs are to be scattered within the forested wetland areas and be oriented in random directions.

- J. **Planned Buffer.** Buffer areas include the perimeter berm on all sides, as well as the preserved upland forest to the west. There are additional fallow fields to the north and east off the property.
- K. **Other Planned Features.** Depth gauges will be provided within each wetland area and calibrated across the site to allow for water depths throughout the mitigation site to be determined during the monitoring period. There are no other features planned at the wetland mitigation site.

IX. PERFORMANCE STANDARDS

In order to assess the development of the wetland during the monitoring period, criteria need to be established for various parameters. The criteria proposed are specific to this project and take into account the presence of the existing wetlands and buffer areas. The following performance standards will be utilized in order to make this assessment in the monitoring reports:

- Greater than 70% of dominant vegetation species must have a wetland indicator status of FAC or wetter.
- The hydrology of the mitigation wetland must meet the criteria contained in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (Army Technical Report Y-87-1 and Regional Supplement to the USACE Wetland Delineation Manual: Midwest Region (Version 2.0)).
- Native plant species, excluding cattails (*Typha* spp.), must have an aerial coverage of at least 80%. No more than 10% of the site will be open water, bare ground, or combination of the two.
- Cattails (*Typha* spp.) and reed canary grass (*Phalaris arundinacea*) will not exceed 10% of the total areal coverage within the wetland.
- The mitigation wetland is free of purple loosestrife (*Lythrum salicaria*), Eurasian watermilfoil (*Myriophyllum spicatum*), and common reed (*Phragmites australis*).
- Minimum survival of 75% of planted material at the end of the monitoring period.
- A Floristic Quality Assessment (FQA) will be included as needed to evaluate the plant community structure. This will include two types of measurements for the site, the Floristic Quality Index (FQI) and Coefficient of Conservatism (C-value). As required by the USACOE:
 - The FQI should, at a minimum have a value of 20 or greater.
 - The C-value should, at a minimum, have a value of 3.5 or greater.
 - These scores should be stable or increasing in the two years prior to final acceptance of the mitigation site.
- A Vegetative Index of Biotic Integrity (VIBI) score will be determined, which will be required to meet the Superior Wetland Habitat (SWLH) for Category 3 all other regions of 63 consistent with Table 7 in the *Part 9: Field Manual for the Vegetation Index of Biotic Integrity for Wetlands v. 1.4*. In addition, the overall percentage of native perennial hydrophytes will be determined, which must meet a minimum of 75%. Information regarding woody species establishment will also be provided.
- The Amphibian Index of Biotic Integrity (AmphIBI) will be used as a performance goal for the vernal pool areas.

Detailed performance standards will be proposed in the final mitigation plan based on coordination with the USACE District Engineer and OEPA.

X. SITE PROTECTION AND MAINTENANCE

- A. Long-Term Protection Instrument. OTIC will record an instrument for long-term protection (Environmental Covenant) as required by the regulatory agencies and consistent with the terms of the Federal funding being used to purchase the property. A draft of this document is included in Appendix G, which will be executed by both parties prior to issuance of the permit.
- B. Parties Responsible. OTIC will be responsible for implementing the Mitigation Plan, including all the monitoring, reporting, and any remedial actions that are deemed necessary to achieve success at the mitigation site. OTIC will likely contract with others to perform some or all this work and provide project oversight until permit release.
- C. Maintenance Plan and Schedule. Maintenance activities will generally be limited to removal of exotic species by a variety of methods. Remedial actions identified during the field inspections will be implemented to ensure success of the mitigation site. Remedial actions will be coordinated with regulatory agencies.

XI. MONITORING PLAN

To ensure that the wetland is developing as designed, it will be monitored and maintained until success criteria are met. OTIC will likely utilize the services of a consultant(s) with the necessary experience and expertise in wetland science to perform tasks associated with the monitoring and maintenance of the restored wetland. The site will be monitored for a period of ten (10) continuous years to determine if it is meeting the success criteria. The first year of monitoring is the first growing season after all mitigation plantings and other construction activities are completed and may be less than a full growing season. The duration of the monitoring period will be as provided in the permits. It is anticipated that the monitoring will begin in either summer of 2021 or spring 2022.

Each annual monitoring report will be submitted by December 31 each year and will include typical information such as:

- The associated permit numbers.
- As-built plans (in the first year's report)
- Scaled drawing of the mitigation site showing the boundaries of created wetlands, the sample points and photograph locations, and the land/water boundaries at the time of each monitoring visit.
- Discussion of hydrology at the mitigation site.
- Discussion of plant community development at the mitigation site.
- Discussion of methods and means used to determine compliance with the success criteria.
- Photographs representative of the mitigation site and sampling points. Photographs with a 360-degree panorama taken from a fixed point will be submitted with each report.
- Confirmation that the areas designated for preservation have remained undisturbed.
- Identification of any problems with meeting the success criteria.
- Recommendations for correcting any problems identified.

The monitoring will include sampling transects and quadrats along each transect that are marked for consistency. The location of the sampling transects will be identified on the design plans to ensure they incorporate the variety of elevations to be included in the wetland and that they also include wildlife habitat structures. The number and direction of sampling transects will be confirmed during the design but be adequate to assess the wetland development. Transects and sampling quadrats will be marked by

stakes and flags during construction so there is consistency in the sampling locations. The following assessments will be performed along the transects as part of the monitoring:

- Water depth
- Depth to groundwater if no surface water is present
- Areal coverage of vegetation
- Areal coverage of open water by depth
- Identification of any exotic or volunteer species
- Identification and relative abundance of plant species found
- Wildlife observations
- Document wildlife use of habitat structures and wetland in general

Representative photographs at each sampling quadrat along the transects at points of interest and note plant establishment, and additional photographs within the restored wetland deemed relevant and pertinent to the wetland's development. Photos will be taken from the same point and direction every year, be labeled, and submitted with reports.

In addition to transect sampling, random meander searches will be performed in the wetland to seek invasive species that might be present. Any species that are found will be noted and removed. Mitigation monitoring data will be collected as needed between May and September. All data and photographs will be compiled into an annual report to be submitted as required by the permits. The report will include an assessment of the wetland development, note any areas of concern (including presence of exotic species), plant development (including volunteer species present), wetland indicator status of vegetation present, and wildlife use. The report will include the Corps file number, dates of the fieldwork, and monitoring year, along with a distribution page listing names, titles, companies/agents, and addresses of all parties receiving a copy of the report. The report will include appropriate figures with title, date of preparation, legend, north arrow, scale, etc. The monitoring report will be submitted by the date specified in permits, anticipated to be December 31 of each year.

If at any time during the monitoring period it is apparent that the wetland is not developing as designed, an assessment will be made of the problem and probable cause(s). Corrective measures that are reasonable and necessary will be developed and communicated to permitting agencies. The corrective actions approved will be implemented.

XII. LONG-TERM MANAGEMENT PLAN

OTIC is exploring the options available for a land conservancy organization to take over the long-term management of the project following the completion of the monitoring period and approval of the mitigation site as meeting permit requirements by regulatory agencies. The agency will be identified and provided to regulatory agencies as soon as possible but no later than the end of the year 5 monitoring period.

XIII. ADAPTIVE MANAGEMENT PLAN

OTIC is responsible for adaptive management. The biggest potential challenge at the restoration site is invasive species. There are limited areas of reed canary grass near the mitigation site and establishing vegetation that can outcompete the reed canary grass, which is to also be managed as needed, is key. The wetland mitigation area will be assessed for exotic species or any species of concern. If found, species will be hand-pulled and removed from the project site if possible. If there are larger infestations, an herbicide applicator, who must possess a current Ohio commercial herbicide applicators licenses and certifications will perform treatments appropriate for the invasive species in question. Herbicide treatments will be conducted only when soil temperatures above 40 degrees and air temperatures are below 90 degrees and above 35 degrees (does not apply to cut stump applications). Application of herbicide is not to be done

during periods of drought or flooding or in windy conditions that could cause non-target species impacts at the discretion of the firm performing the wetland mitigation monitoring on behalf of OTIC.

The following species and treatments are proposed as follows if needed:

- *Phalaris arundinacea* and *Phragmites australis* – Apply herbicide early to mid-spring during vegetative growth stage and prior to the elongation growth stage. Herbicide should be applied to plants with leaf growth of 6-10" in length. If seed heads develop during the reproductive stage of growth, then mowing should be done at the lowest possible height prior to maturity of seed. Ideal herbicide application is in the fall to early winter. Apply herbicide in the late fall to early winter, on plants that put on new vegetative growth prior winter kill. Follow Application Restrictions listed above. Herbicide should be 2-5% aquatic-safe glyphosate. Suggest adding non-ionic surfactant and water conditioner to ensure proper herbicide contact and effectiveness.
- *Lonicera* sp. (foliar application) - Foliar application of herbicide can be applied to leaves that have fully matured. Foliar applications typically are done on plants that herbicide can be applied on all leaf surface area. Typical height restrictions are plants equal to or less than 6' height. Foliar applications should be avoided during the flowering period through early fall. Application may be applied to plants when other plants have gone into winter dormancy. Herbicide should be 2-5% aquatic-safe glyphosate. Suggest adding non-ionic surfactant and water conditioner to ensure proper herbicide contact and effectiveness.
- *Lonicera* sp. (cut stump application) - Cut stump applications can be applied throughout the year, except during sap flow in the spring. Typically cut stump is done to plants that are equal to or greater than 5' tall and have a trunk diameter of equal to or greater than 3". A clean, flat cut is desired to apply herbicide to ensure uniform coverage. Herbicide must be applied to the newly cut stump on the outer 1/3 edge within 10 minutes of the cut using a low-pressure sprayer or sponge applicator. Follow up treatment must be done the following growing season to treat any missed stems or to treat resprouts. Herbicide should be 20% active ingredient of glyphosate (50% water/50% glyphosate) applied to the outer edge of the stump.
- *Frangula alnus* (cut stump application) - Cut stump applications can be applied throughout the year, except during sap flow in the spring. Typically cut stump is done to plants that are equal to or greater than 5' tall and have a trunk diameter of equal to or greater than 3". A clean flat cut is desired to apply herbicide to ensure uniform coverage. Herbicide must be applied to the newly cut stump on the outer 1/3 edge within 10 minutes of the cut using a low-pressure sprayer or sponge applicator. Follow up treatment must be done the following growing season to treat any missed stems or to treat resprouts. Herbicide should be 20% active ingredient of glyphosate (50% water/50% glyphosate) applied to the outer edge of the stump.
- *Rosa multiflora* (foliar application) - Foliar application of herbicide can be applied to leaves that have fully matured. Foliar applications typically are done on plants that herbicide can be applied on all leaf surface area. Typical height restrictions are plants equal to or less than 6' in height. Foliar applications should be avoided during the flowering period through early fall. Follow application restrictions listed above. Herbicide should be 2-5% aquatic-safe glyphosate. Suggest of adding non-ionic surfactant, and water conditioner to ensure proper herbicide contact and effectiveness.
- *Rosa multiflora* (cut stump application) - Cut stump applications can be applied throughout the year, except during sap flow in the spring. All stems must be treated for application to be effective. A clean flat cut is desired to apply herbicide to ensure uniform coverage. Herbicide must be applied to the newly cut stump on the outer 1/3 edge within 10 minutes of the cut using a low-pressure sprayer or sponge applicator. Follow up treatment must be done the following growing season to treat any missed stems or to treat resprouts. Herbicide should be 20% active ingredient of glyphosate (50% water/50% glyphosate) applied to the outer edge of the stump.

Another concern is maintaining a close watch on volunteer species that are not desired. The species of most concern are hybrid cattail (*Typha x. glauca*) and Eastern cottonwood (*Populus deltoides*). Small quantities of these species are not harmful, but if left unchecked they can become an issue and need to be monitored. Many of the potential species of concern are not able to tolerate shaded conditions, which will limit their potential to become a dominant species in the plant community. Any necessary exotic species removal that is performed, including manual and herbicide application, will be summarized in each monitoring report (if performed).

XIV. FINANCIAL ASSURANCES

OTIC has the financial resources available to ensure all commitments and requirements are met and to make the necessary corrective actions if needed. This land acquisition is part of the Commission's new toll system project for which the Commission has included \$225 million in its capital expenditure plans for the next four years. Approximately \$140 million of these funds will be proceeds of a planned bond issuance by the Ohio Turnpike in 2020 or 2021, the remainder of the funds will come from toll revenues. Any unexpected costs associated with this project will be funded by the approximately \$14 million in uncommitted funds contained in the Commission's capital budget each year.



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

Ohio EPA 9/9/2020
Entered Directors Journal

I certify this to be a true and accurate copy of the
official documents as filed in the records of the Ohio
Environmental Protection Agency.

By: Kelly A. Mink Date: _____

9/9/2020

**Re: Ohio Turnpike Toll Plaza at Westgate
Permit - Intermediate
Approval
401 Wetlands
Williams
DSW401206796A**

September 9, 2020

Mr. Anthony Yacobucci
Ohio Turnpike and Infrastructure Commission
Tony.yacobucci@ohioturnpike.org
682 Prospect Street
Berea, Ohio 44017

Subject: Ohio Turnpike Toll Plaza at Westgate
Williams County / Northwest Township / Village of Montpelier
Grant of a Section 401 Water Quality Certification
Corps Public Notice No. LRB-2018-01498
Ohio EPA ID No. 206769A

Dear Stakeholders:

I hereby authorize the above referenced project under the following authorities, and it is subject to the following modifications and/or conditions:

Section 401 Water Quality Certification

Pursuant to Section 401 of the Federal Water Pollution Control Act, Public Law 95-217, I hereby certify that the above-referenced project will comply with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act. This authorization is specifically limited to a Section 401 Water Quality Certification (here after referred to as "certification") with respect to water pollution and does not relieve the Certification Holder of further Certifications or Permits as may be necessary under the law. I have determined that a lowering of water quality in the St. Joseph watershed (HUC 04100003) as authorized by this certification is necessary. I have made this determination based upon the consideration of all public comments, if submitted, and the technical, social, and economic considerations concerning this application and its impact on waters of the state.

PART I ON-SITE WATER RESOURCES AND IMPACTS

A. Watershed Setting

The watershed in which this project is located, Eagle Creek (HUC 04100003-03-03), has an area of 35.0 square miles. Other Ohio EPA Aquatic Life Use Designations located in this watershed, as found in OAC rule 3745-1-21, include Warmwater Habitat.

B. Project Description

The project consists of the construction of a new toll plaza. The project is located on the Ohio Turnpike between County Road 4 and County Road 5 in Williams County, east of the existing toll plaza. The project purpose is to modernize the toll collection system.

C. Impacts to Waters of the State

1. Streams – an unnamed tributary to North Branch Eagle Creek will be impacted by a culvert replacement.

Stream ID	Existing Use	Type* E, I, or P	HHEI Score*	Impact Type	Total Length on Site (LF)	Total Length Impacted (LF)	Percent Avoided
UNT to NBEC	WWH	P	59	Culvert	350	71	80%
Totals					350	71	80%

* As provided by applicant

2. Wetlands – several wetlands will be impacted by the construction of the new toll plaza.

Wetland ID	Isolated or Non-isolated?	Forested or Non-Forested	Category	Total Acreage on Site	Total Acreage Impacted	Percent Avoided
A	Non-isolated	Forested	3	15	1.72	89%
C	Non-isolated	Forested	3	10	0.12	99%
V	Non-isolated	Non-forested	1	0.03	0.03	0%
Totals				25.03	1.87	93%

3. Lakes – Impacts to lakes are not authorized under this certification.

PART II TERMS & CONDITIONS

- A. This certification shall remain valid and in effect as long as the 404 Permit issued by the U.S. Army Corps of Engineers for this project is in effect.
- B. Terms and conditions outlined in this section apply to project and mitigation construction as described in this certification.
- C. The Certification Holder shall notify Ohio EPA, in writing, and in accordance with *Part IV (NOTIFICATIONS TO OHIO EPA)* of this certification, upon the start and completion of site development and mitigation construction.
- D. A copy of this certification shall remain on-site for the duration of the project and mitigation construction activities.
- E. In the event of an inadvertent spill, the Certification Holder must immediately call the Ohio EPA Spill Hotline at 1-800-282-9378, as well as the Ohio EPA Section 401 Manager (614-644-2001).
- F. Unpermitted impacts to surface water resources and/or their buffers occurring as a result of this project must be reported within 24 hours of occurrence to Ohio EPA, Division of Surface Water, Section 401 Manager (614-644-2001), for further evaluation.
- G. Pesticide application(s) for the control of plants and animals shall be applied in accordance with the NPDES General Permit to Discharge Pesticides In, Over or Near Waters of the State available at:
<https://www.epa.ohio.gov/portals/35/permits/OHG870002%20FINAL%20PERMIT.pdf> and may require a pesticide applicator license from the Ohio Department of Agriculture.
- H. Any authorized representative of the director shall be allowed to inspect the authorized activity at reasonable times to ensure that it is being or has been accomplished in accordance with the terms and conditions of this certification.
- I. In the event that there is a conflict between the certification application, including the mitigation plan, and the conditions within this certification, the condition shall prevail unless Ohio EPA agrees, in writing, that the certification application or other provision prevails.
- J. The Certification Holder shall provide electronic maps of the development area and the mitigation area to Ohio EPA 401 Section within 30 days of the date of this certification. When sending the electronic files, include the Ohio EPA ID Number and the Army Corps of Engineers Number (if applicable). If possible, these electronic maps shall be GIS shape files or Geodatabase files. If this is not

possible, the electronic maps shall be in another electronic format readable in GIS (GIF, TIF, etc). The electronic files shall be sent to the following e-mail address: EPA.401Webmail@epa.ohio.gov

If the files are too large to send by e-mail (over 25 MB), a disk containing the electronic files shall be mailed to the following address:

Ohio Environmental Protection Agency
Division of Surface Water
Attn: 401 Manager
50 West Town Street, Suite 700
PO Box 1049
Columbus, OH 43216-1049

- K. This proposal may require other permits from Ohio EPA. For information concerning application procedures, contact the Ohio EPA District Office as follows:

Ohio Environmental Protection Agency
Northwest District Office
347 North Dunbridge Road
Bowling Green, Ohio 43402
419-352-8461

Additional information regarding environmental permitting assistance at Ohio EPA can be found at
http://www.epa.ohio.gov/dir/permit_assistance.aspx

- L. Best Management Practices (BMPs)

1. All water resources and their buffers which are to be avoided, shall be clearly indicated on site drawings demarcated in the field and protected with suitable materials (e.g., silt fencing) prior to site disturbance. These materials shall remain in place and be maintained throughout the construction process and removed after completion of construction.
2. All BMPs for storm water management shall be designed and implemented in accordance with the most current edition of the Ohio Department of Natural Resources Rainwater and Land Development Manual, unless otherwise required by the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges associated with construction activities (construction general permit), if required.

A copy of the Rainwater and Land Development Manual is available at:
http://epa.ohio.gov/Portals/35/storm/technical_assistance/RLD_11-6-14All.pdf

A copy of the NPDES construction general permit is available on the "Construction Activities" tab at:

http://www.epa.ohio.gov/dsw/storm/construction_index.aspx

3. Straw bales shall not be used as a form of erosion/sediment control.
4. Fill material shall consist of suitable non-erodible material and shall be stabilized to prevent erosion.
5. Materials used for fill or bank protection shall consist of suitable material free from toxic contaminants in other than trace quantities. Broken asphalt is specifically excluded from use as fill or bank protection.
6. Concrete rubble used for fill or bank stabilization shall be in accordance with ODOT specifications; free of exposed re-bar; and, free of all debris, soil and fines.
7. Chemically treated lumber which may include, but is not limited to, chromated copper arsenate and creosote treated lumber shall not be used in structures that come into contact with waters of the state.
8. Trees removed from temporary impact areas to facilitate construction shall be replaced with appropriate tree species native to Ohio.
9. All temporary fill material must be removed to an area that has no waters of the state at the completion of construction activities and the stream bottom restored to pre-construction elevations to the maximum extent practicable.
10. Culverts
 - a. Stream culverts shall be installed and designed at the streambed slope to allow for the natural movement of aquatic organisms and bedload to form a stable bed inside the culvert.
 - b. The culvert base or invert with the substrate shall be installed below the sediment to allow natural channel bottom to develop and to be retained.
 - c. The channel bottom substrate shall be similar to and contiguous with the immediate upstream and downstream reaches of the stream. The culvert shall be designed and sized to accommodate bankfull discharge and match the existing depth of flow to facilitate the passage of aquatic organisms.

- d. Where culverts are installed for temporary crossings, the bottom elevations of the stream shall be restored as nearly as possible to pre-project conditions.

M. Wildlife Protection

Efforts to avoid harming all species of turtles shall be made. In the event that a Blanding's turtle (*Emydoidea blandingii*) is encountered during construction of the project, ODNR should be notified. If work cannot continue without effecting the Blanding's turtle, ODNR shall be consulted prior to relocating the Blanding's turtle.

PART III MITIGATION

A. Description of Required Mitigation

For stream mitigation, the Certification Holder shall purchase 107 linear feet of stream credits from The Nature Conservancy's In-Lieu Fee program.

For wetland mitigation, the Certification Holder shall create a minimum of 5.64 acres of forested Category 3 wetland.

B. Mitigation and Monitoring Plan

As mitigation for impacts described in Part I.C of this certification the Certification Holder shall implement the mitigation plan dated July 2020, and in accordance with the conditions in this certification.

C. Timing of Mitigation Requirements

1. Mitigation construction shall be initiated concurrently with the wetland impacts and shall be completed within one year of the initial impacts.
2. Within 30 days of the date of certification, a copy of the fully executed in-lieu fee program agreement with The Nature Conservancy shall be provided to Ohio EPA. **Impacts to waters of the state shall not occur until the terms of this condition have been met.**

D. Long Term Protection

1. For the above described wetland mitigation area, including buffers, the Certification Holder shall submit to Ohio EPA an acceptable, notarized, recorded, and filed Environmental Covenant prior to the date of the initial discharge of fill into waters of the state authorized in the certification. The Environmental Covenant shall include, as attachments, a metes and bounds

(survey) description of the protected area, survey map, and an aerial photograph showing the boundaries of the protected area and all mitigation areas inside the protected area and shall protect, a parcel located north of the Turnpike, between County Road 4 and County Road 5, which is approximately 21.5 acres.

2. Signs shall be placed within visual distance along the mitigation area that indicate the area is a protected wetland mitigation project and that mowing, dumping, or any other activity that would result in a degradation of the wetland without prior authorization from Ohio EPA is prohibited.

E. Agency Site Visits

The Certification Holder shall arrange on-site mitigation meetings with Ohio EPA during the growing season that follows the submittal of the second, fifth, seventh, and tenth annual mitigation monitoring reports. The purpose of this inspection is to determine if the mitigation project has been constructed in accordance with the mitigation and monitoring plan approved by Ohio EPA and the terms and conditions of this certification, as well as to determine progress toward compliance with the performance goals for the site. The Certification Holder is responsible for undertaking any modifications identified by Ohio EPA.

F. Reporting

1. Annual Update Reports

A mitigation construction and project update report shall be submitted to Ohio EPA by December 31 of each year following the date of this certification and until mitigation construction is complete and a mitigation monitoring report is ready for submittal. Each update report shall contain, at a minimum, the following information:

- a. The status of all of the mitigation required for the project as specified in the application and certification including the filing of the required Environmental Covenant;
- b. The status of the filling activities at the development site including dates filling was started and completed, or are expected to be started and completed. If filling activities have not been completed, a drawing shall be provided, which shows the locations and acreage/feet of wetlands/streams that have not yet been filled. If filling activities have been completed, then as-built drawings shall be submitted, which show where fill was placed;
- c. Mitigation construction start date, completion date, or expected start and completion date;

- d. A discussion of the extent to which the mitigation has been completed according to the timelines specified in this certification;
- e. Current contact information for all responsible parties including phone number, e-mail, and mailing addresses. For the purposes of this condition, responsible parties include, but may not be limited to the Certification Holder, consultant, Environmental Covenant holder, and Environmental Covenant owner;
- f. As-built drawings sized 11" by 17" (to scale) of each of the mitigation areas, once construction is complete.

2. **Annual Mitigation Monitoring Reports**

- a. The mitigation monitoring period shall commence immediately following completion of mitigation construction and shall continue through a ten-year monitoring period, except as provided for in the contingency plan.
- b. Annual mitigation monitoring reports shall be submitted to Ohio EPA by December 31 of the first full year following the end of the first full growing season and completion of mitigation construction. All subsequent reports shall be submitted by December 31st of each of the monitoring years.
- c. Annual mitigation monitoring reports shall be prepared in the format prescribed in the Ohio EPA Monitoring Report Guidelines document available at <http://epa.ohio.gov/portals/35/401/401MonitoringReportGuidelines.pdf> and include the Monitoring Report Checklist provided at <http://epa.ohio.gov/portals/35/401/401MonitoringReportChecklistTable.pdf>.
- d. Each annual report shall contain the **current contact information** for the Certification Holder, agent, Environmental Covenant holder, and Environmental Covenant owner including phone number, e-mail, and mailing addresses.
- e. Each annual report shall clearly identify the specific monitoring period the report is intended to represent, as well as the calendar year the monitoring occurred. The report shall also provide a summary of current mitigation status, which compares the previous years' monitoring information with the current report including graphs and tables showing trends, etc.

- f. Each annual report shall include a cover letter. The cover letter shall identify the status of the mitigation project and identify any items needing immediate attention or questions for the regulatory agencies.
- g. The first monitoring report shall contain a full copy of the final U.S. Army Corps of Engineers 404 permit for the project.
- h. Each annual monitoring report shall contain a list of species planted in all mitigation areas.
- i. The first year report shall include plan views and cross sections of the as-built mitigation area including the location and types of planting.
- j. At a minimum, the first, third, and fifth year annual reports shall contain updated drawings sized 11" by 17" or larger (to scale) of each of the mitigation wetlands reflecting the current conditions, corrective or other actions that occurred, changes in dominant vegetation, and other pertinent information.
- k. Each annual report shall include photographs to be collected as follows:
 - i. An adequate number of fixed observation points shall be selected, with no fewer than three fixed observation points per distinct mitigation area, to provide representative overviews of each distinct mitigation area. The use of stakes with unique numbers to designate photo locations is recommended;
 - ii. Photographs shall be taken from these points at the same position and angle during the growing season of each monitoring year. The fixed observation points shall be marked on the base map;
 - iii. Additional photographs of areas of interest within each distinct mitigation area shall be marked on the base map and provided in each monitoring report.

G. Monitoring Requirements – Wetlands

1. Site Drawings

At a minimum, in the first, third, and fifth year annual reports a plan view that provides information on the morphometry of all mitigation wetlands and the location of any water control devices shall be provided.

Each constructed mitigation wetland shall include at least one cross-section through the short axis and another through the long axis.

2. Wetland Delineation

- a. A delineation of the wetland mitigation area(s) shall be performed during the growing season of the third, seventh, and tenth year of monitoring after completion of construction of the mitigation wetlands. The wetland delineation shall be performed in accordance with the United States Army Corps of Engineers 1987 Wetland Delineation Manual and the applicable Regional Supplement to the Corps of Engineers Wetland Delineation Manual and shall include an assessment of soils, hydrology, and plants according to the manual.
- b. For wetlands mitigated adjacent to existing wetlands the boundary of the existing wetlands shall be semi-permanently marked prior to the adjacent wetland mitigation construction activities. Enough semi-permanent markers of adequate height and color shall be placed such that the wetland mitigation area can be easily identified and accurately measured.

3. Hydrology Monitoring

Water level data shall be collected monthly, at a minimum, between April 15th and October 15th, to generally represent the growing season. Ground water levels shall be measured in the absence of inundated conditions.

4. Soil Monitoring

A minimum of one soil probe or test pit per acre of mitigated wetland shall be collected. Describe the soil profile and hydric soil indicators. Indicate the soil map unit name (soil series and phase) and the taxonomic subgroup.

5. Vegetation Monitoring

- a. The mitigation wetlands shall be assessed to obtain a VIBI score according to methods and protocols approved by Ohio EPA (http://www.epa.ohio.gov/Portals/35/401/VIBI_FQ_FINAL.pdf) during the growing season of the third, fifth, seventh, and tenth years after completion of construction of the mitigation wetlands.
- b. The location and name of each plant community type within the wetland mitigation area shall be marked on a scaled drawing or scaled aerial photograph (base map) and named.

The dominant plant species shall be visually determined in each vegetation layer of each community type, and the scientific names of these species shall be included in the report.

- c. The percent cover of invasive species cover shall be determined and reported in the first year's monitoring report to provide a baseline for any invasive species control that may be necessary or required. All subsequent monitoring reports shall report the percent cover of invasive species present in mitigation wetlands.
- d. Species, diameter at breast height (dbh), vigor, dominance and stem count data shall be collected and graphed over time for the proposed woody plant communities.

H. Performance Goals – Restored/Created Wetlands

Within ten years after completion of construction of the mitigation, the Certification Holder shall have:

1. Developed a minimum of 5.64 acres of forested Category 3 wetland.
2. Demonstrated that the mitigation wetland has attained a VIBI-FQ score of 60 or higher.
3. Demonstrated that the mitigation wetland has less than five percent relative cover of all non-Typha invasive plant species listed in Appendix 7 of the Guidelines for Mitigation Banking in Ohio available at <http://www.lrb.usace.army.mil/Portals/45/docs/regulatory/MitandMon/guidelineswetlandmitigation-Ohio.pdf>. Due to the difficulty of distinguishing the three species of cattails (*Typha latifolia*, *Typha angustifolia*, and *Typha x glauca*), as well as the likelihood that at least one of these will be present in many types of Ohio wetlands, the total relative cover of all invasive species, including *Typha* spp., will be less than ten percent.
4. Demonstrated that the mitigation wetland contains at least 75 percent relative cover of native perennial hydrophytes and less than 10 percent open water.
5. Demonstrated that the forested mitigation areas are on a trajectory to being forested. This demonstration is made by graphing basic forestry measures including frequency, density, and dominance per species against time. A minimum of 400 native, live and healthy (disease and pest free) woody plants per acre (of which at least 200 are tree species) must be present at the end of the monitoring period.

6. Developed a minimum of 3.14 acres of native upland buffer as measured from the edge of the wetland with no more than five percent relative coverage of invasive species as listed in Appendix 7 of the Guidelines for Mitigation Banking in Ohio available at <http://www.lrb.usace.army.mil/Portals/45/docs/regulatory/MitandMon/guidelineswetlandmitigation-Ohio.pdf>.

I. Contingency Plans

If the mitigation areas are not performing as proposed by the end of the tenth year of post construction monitoring, the monitoring period may be extended and/or the Certification Holder may be required to revise the existing mitigation or seek out new or additional mitigation areas.

Ohio EPA may reduce or increase the number of years for which monitoring is required to be conducted based on the effectiveness of the mitigation.

PART IV NOTIFICATIONS TO OHIO EPA

All notifications, correspondence, and reports regarding this certification shall reference the following information:

Certification Holder Name: Mr. Anthony Yacobucci, The Ohio Turnpike and Infrastructure Commission

Project Name: Ohio Turnpike Toll Plaza at Westgate

Ohio EPA ID No.: 206796A

and shall be sent to:

Ohio Environmental Protection Agency
Division of Surface Water, 401/IWP Unit
Lazarus Government Center
50 West Town Street
P.O. Box 1049
Columbus, Ohio 43216-1049

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 30 days after notice of the director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Treasurer, State of Ohio," 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 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
30 East Broad Street, 4th Floor
Columbus, Ohio 43215

Sincerely,



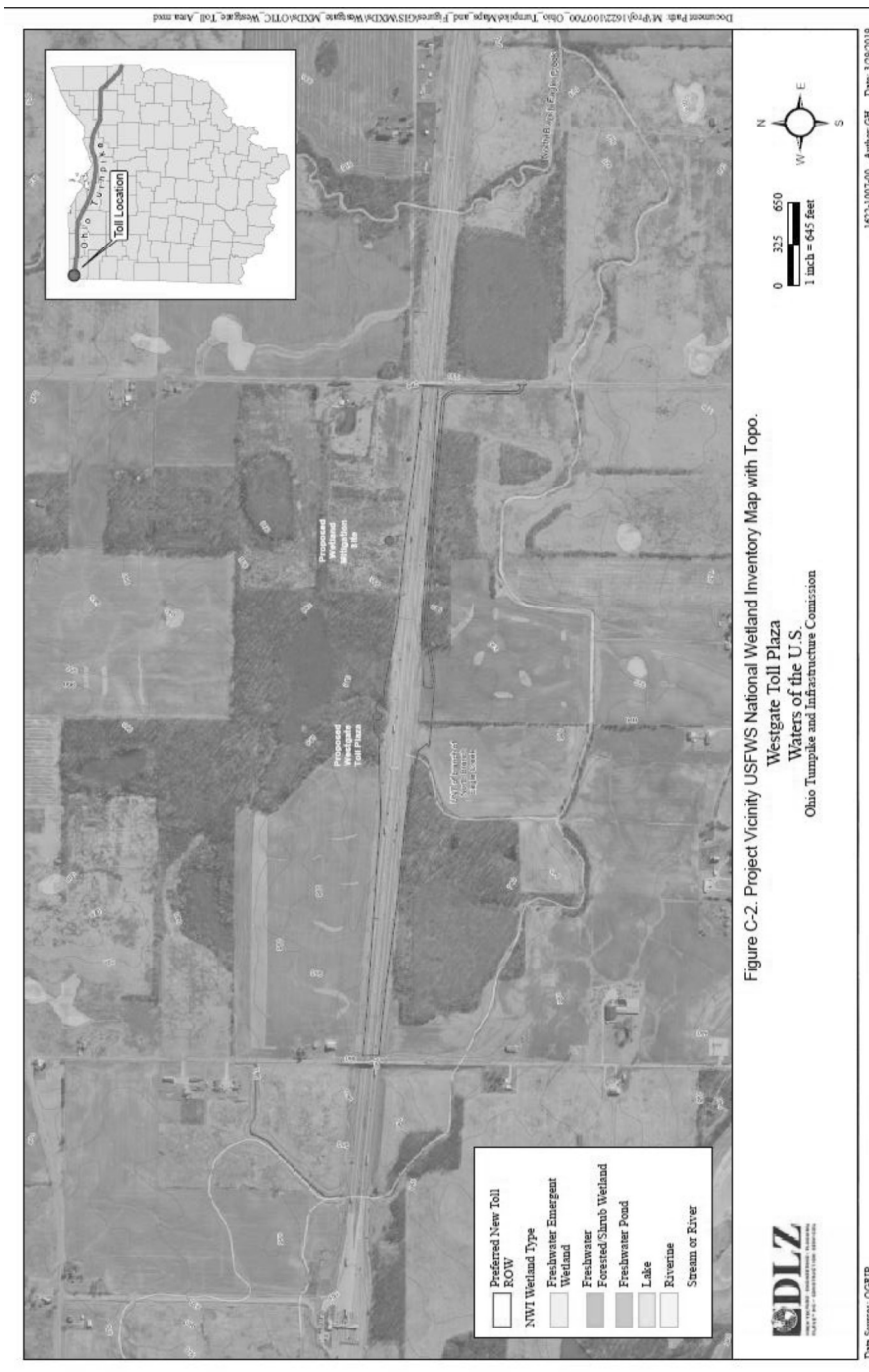
Laurie A. Stevenson
Director

ec: Keith Sendziak, Keith.C.Sendziak@usace.army.mil, Department of the Army,
Buffalo District, Corps of Engineers
Peter Krakowiak, peter.j.krakowiak@usace.army.mil, Department of the Army,
Buffalo District, Corps of Engineers
Candice Bauer, bauer.candice@epa.gov, U.S. EPA, Region 5
Dana Rzeznik, rzeznik.dana@epa.gov, U.S. EPA, Region 5
Patrice Ashfield, Ohio@fws.gov, U.S. Fish & Wildlife Service
Mike Pettegrew, mike.pettegrew@dnr.state.oh.us, ODNR, Office of Real Estate
Diana Welling, dwelling@ohiohistory.org, Ohio Historical Preservation Office
Heather Allamon, heather.allamon@epa.ohio.gov, Ohio EPA, DSW,
401/Wetlands/Mitigation Section
Marianne Piekutowski, Marianne.Piekutowski@epa.ohio.gov, Ohio EPA, DSW
Andrea Kilbourne, Andrea.Kilbourne@epa.ohio.gov, Ohio EPA, DSW,
Mitigation Coordinator
Heather Lauer, heather.lauer@epa.ohio.gov, Ohio EPA, PIC
Heather Allamon, heather.allamon@epa.ohio.gov, Ohio EPA NWDO
Devin Schenk, dschenk@TNC.org, The Nature Conservancy
Natalie Dingledine, ndingledine@dlz.com, DLZ
Mike Brookbank, mike.brookbank@ohioturnpike.org, Ohio Turnpike and
Infrastructure Commission

Attachment: 1. Site Location Map

Ohio EPA has developed a customer service survey to get feedback from regulated entities that have contacted Ohio EPA for regulatory assistance, or worked with the Agency to obtain a permit, license or other authorization. Ohio EPA's goal is to provide our customers with the best possible customer service, and your feedback is important to us in meeting this goal. Please take a few minutes to complete this survey and share your experience with us at <http://www.surveymonkey.com/s/ohioepacustomersurvey>

Attachment 1. Site Location Map



APPENDIX B

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES for Project No. 99-23-05

This Contract, entered into as of the last date of the signature below, is between the **Ohio Turnpike and Infrastructure Commission**, a body corporate and politic constituting an instrumentality of the State of Ohio, located at 682 Prospect Street, Berea, Ohio 44017 (the “Commission”), through its Executive Director under the authority of Section 5537.04(A)(12), Article V, Section 1.00 of its Code of Bylaws, and Resolution No. _____, adopted _____, 2023, and [**Consultant**], an Ohio [*corporation, limited liability company, etc.*], located at [*insert address*] (“Consultant”), through its authorized representative.

This Contract pertains to the following:

**Project No. 99-23-05
Wetland Monitoring
Toll Plaza 4
Williams County, Ohio
(the “Project”)**

RECITALS

WHEREAS, on _____, 2023, the Commission issued Request for Letters of Interest No. _____-2023 (“Request for LOIs”) to select a consultant to provide professional engineering services that include wetland monitoring and reporting for a newly constructed wetland facility at the Commission’s Toll Plaza 4; and

WHEREAS, the Consultant submitted a Letter of Interest dated _____, 2023 to perform the necessary professional engineering services described in the Request for LOIs; and

WHEREAS, the Commission’s Engineering staff reviewed the Letters of Interest received to perform the professional engineering services for the Project, and among those submitting letters of interest, determined that the Consultant was the most qualified firm to perform the necessary services;

WHEREAS, on _____, 2023 the Consultant submitted a fee proposal to perform the necessary professional engineering services required for the Project (the “Fee Proposal”);

WHEREAS, the Commission’s Engineering staff reviewed the fee proposal and deemed it reasonable and appropriate;

WHEREAS, the Executive Director approved the Chief Engineer’s recommendation to award this Contract to Consultant; and,

WHEREAS, the Commission authorized the award of the Contract to Consultant under Resolution No. _____, adopted _____, 2023.

APPENDIX B

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Commission agrees to pay for, and the Consultant agrees to provide the professional services identified herein on the terms and conditions set forth below.

ARTICLE 1 GOVERNING DOCUMENTS

- 1.1 Contract Documents.** The documents that comprise this Contract include this Contract, the Final Project Scope (attached hereto as Exhibit A) and the Consultant's Fee Proposal, dated [*insert date*] (attached hereto as Exhibit B) (the "Contract Documents"). In the event of a conflict, the terms and conditions of this Contract control.
- 1.2 Designated Personnel.** Prior to performing any services, the Consultant shall provide to the Commission for approval a list of personnel designated to perform the services along with their resumes and certifications, as required. Only those designated personnel may perform those services unless Consultant obtains the Commission's approval of any substitutions or additions in advance of any change.
- 1.3 Specifications.**
 - 1.3.1** Unless otherwise instructed in writing, any inspection, test or sampling to be performed by the Consultant, shall be in accordance with the Contract Documents of the Commission's Public Improvement Contract, as well as the Specifications for the inspection or testing as most recently published by the American Society for Testing Materials ("ASTM"), the American Association of State Highway and Transportation Officials ("AASHTO"), or the current edition of the State of Ohio Department of Transportation ("ODOT") manual entitled, Construction and Material Specifications, whichever is applicable, unless other standards and requirements are applicable, in which case the current publications containing such standards or specifications shall be followed.
 - 1.3.2** If assigned to perform inspection services, the Consultant shall inspect the work of each contractor for Defective Work in accordance with the duties and responsibilities described in the Contract Documents of the Commission's Public Improvement Contract, which is incorporated by reference into any assignment issued to the Consultant for inspection services. If, through inspection or otherwise, the Consultant shall become aware of any Defective Work on the Project, the Consultant shall report all Defective Work to the Commission, together with recommendations for the correction thereof. Upon completion of any inspection services assigned to the Consultant, it shall provide certification, in writing, to the Commission that the inspections were completed in strict accordance with the specifications set forth in the Contract Documents for that particular project. Such certification shall be on behalf of both the Consultant as an entity and the individual inspector assigned to perform the inspection services.

APPENDIX B

ARTICLE 2 TERM, CONTRACT FEES AND PAYMENT

- 2.1 Term.** This Contract shall have a term of ten (10) years commencing on January 1, 2024 and terminating on December 31, 2033, unless terminated at an earlier time pursuant to the default and termination provisions of this Contract.
- 2.2 Contract Fee.** The Commission shall pay the Consultant for its proper performance under this Contract an amount up to the not-to-exceed amount of \$ *[insert]* as set forth in Exhibit A, to perform the services. The Commission may amend the Contract in writing, prior to the performance of any modified or additional work, in order to incorporate additional Fee Proposals as sought by the Commission. Unexpended funds allocated for specific services under an approved fee proposal may be reallocated to a different fee proposal for additional services if the prior approval is modified in writing signed by both parties reducing the total approved amount.
- 2.3 Billing Rates.** Unless a lump sum arrangement is previously agreed upon as covering all work required for a particular assignment, the Commission shall compensate the Consultant based upon the actual effort expended performing the necessary services and Approved Billing Rates derived from actual wage rates, overhead rate and fixed fee using the following formula:

Billing Rate = [Hourly Rate + (Hourly Rate)(Approved Overhead Rate)] x 1.10 with the following definitions:

- 2.3.1 Hourly Rates.** Hourly Rates shall mean the direct cost of salaries and/or wages of the personnel of the Consultant, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project as related to their time devoted to the Project. All hourly rates are subject to the approval of the Commission's Chief Engineer. The Commission also reserves the right to "cap" the hourly billing rates for any individual assigned to a project in accordance with the document entitled Ohio Turnpike and Infrastructure Commission Professional Services Method of Compensation – Hourly Billing Current FY Summary. This document will be updated annually.
- 2.3.2 Approved Overhead Rate.** The Consultant's overhead rate shall be reviewed by the Commission in accordance with the ODOT Consultant Audit Guide. The overhead rate for this Contract shall be approved by the Chief Engineer but shall not exceed 160.00%. The rate may only be amended by mutual agreement of the parties in writing.
- 2.3.3 Fee.** The Consultant shall be entitled to receive a profit as a part of the Approved Billing Rate described in Subsection 2.3.4 below attributable to the approved personnel on the Project. The profit allowance shall be ten percent (10%), and thus the profit multiplier for any given assignment will be 1.10.

APPENDIX B

2.3.4 Billing Rate Approval. The Consultant, prior to beginning work on the Project, must submit and obtain written approval from the Commission of the Billing Rate for each individual it expects to work on the Project, including their job classification. Prior to assignment of any new personnel to the Project, the proposed Billing Rates and résumés must be submitted for prior written approval by the Commission. Overtime rates will only be paid as approved by the Commission. The Commission reserves the right to cap billing rates for any personnel assigned to the Project. The Consultant shall invoice its personnel expenses based on its Approved Billing Rates. Compensation for any services not specifically provided for shall be determined by prior agreement between the Executive Director or the Chief Engineer of the Commission and the Consultant; otherwise the Commission agrees to compensate the Consultant in accordance with rates submitted. The schedule of rates include all overhead costs except as hereinafter modified. Overtime must have prior approval of the Executive Director or the Chief Engineer of the Commission. Overtime rates will only be in effect after 40 (forty) hours of regular time is worked unless this provision is in conflict with other labor agreements to which the Consultant is a party. The time period for the assessment of regular time shall be from Monday through Friday of a standard work week, and for purposes of overtime, said personnel must have worked on the assigned Turnpike project or at another Ohio Turnpike location on another Commission project. Time in excess of forty (40) hours for this period as well as Saturday and Sunday will be considered as overtime.

2.4 Reimbursable Expenses. No extra charges will be assessed for preparation of invoices, computer time, travel time to and from the job site, or for incidental material, services or equipment, except as hereinafter provided. The Commission agrees to pay the actual costs of telephone, printing, postage and other similar incidental expenses incurred by the Consultant in connection with any services performed pursuant to this Contract when such expenses are fully documented. In the event that specialized materials or equipment is required, they shall be provided by the Consultant at the expense of the Commission provided that the Chief Engineer has given prior approval to such expenditure.

2.4.1 Vehicles. The Commission also agrees to reimburse the Consultant for the use of Consultant's vehicles (or vehicles of Consultant's employees) at the rate the Consultant reimburses its employees, when such vehicles are used pursuant to this Contract, up to the current IRS mileage allowance rate. Mileage to and from the work site shall only be reimbursed for the number of miles traveled which exceed the number of miles normally traveled by the Consultant's employee from home to the Consultant's office. The Consultant must certify to the Commission's Chief Engineer the number of miles between the Consultant's office and the home of each employee who will work on the project. The Consultant shall also certify the number of miles that each employee will travel from home to the nearest portion of the Turnpike job site. Such certification will be used to calculate approved mileage charges and authorization for overnight lodging. The foregoing notwithstanding, the approved mileage charges shall not exceed the per day per vehicle amount set forth in the Ohio Turnpike and Infrastructure Commission Professional Services

APPENDIX B

Method of Compensation – Hourly Billing Current FY Summary, unless previously authorized in writing by the Chief Engineer. Furthermore, mileage logs shall be completed daily by the Consultant's employees and submitted with monthly invoices as supporting documentation for mileage reimbursement. If mileage logs are not completed daily, no reimbursement will be made.

2.4.2 Toll Free Access. The Consultant and its employees shall have toll-free passage on the Ohio Turnpike in performing work pursuant to this Contract. However, such toll-free passage shall be strictly prohibited for any personal use by the Consultant's employees. Non-Revenue transponders will be issued to the Consultant upon the submittal of a written request for the requested number of transponders. These transponders are for assigned project use only and it shall be the responsibility of the Consultant to manage and monitor the proper usage of these transponders. The Commission will audit these transponders on a regular basis and should unauthorized activity be detected, the authorization for non-revenue privilege may be revoked. These transponders shall be returned at the completion of the assignment. Should the Consultant return less than the number of transponders issued, there shall be a charge of \$100.00 per transponder for each one not returned.

2.4.3 Meals and Lodging. During performance of said professional services, overnight lodging will be provided for Consultant's employees only when it is deemed advantageous to the assignment, and prior approval in writing is granted by the Commission's Executive Director or Chief Engineer. In the event said overnight lodging has been approved by the Executive Director or the Chief Engineer, the cost of meals and lodging shall be reimbursed at a rate the Consultant reimburses its employees, but not in amounts that exceed the Federal CONUS (Continental United States) rates established by the Federal Government and published at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. CONUS rates will dictate the maximum reimbursement a traveler will receive for lodging and meals (excluding incidentals) by city. Travel reimbursement is based on the location of the work activities and not the accommodations. The location of the work activities shall be the city/county where a majority of the work is being performed for the Project. Reimbursement for lodging and meals (excluding taxes) will be provided on an actual costs basis up to the maximum CONUS rates. Documentation of actual expenditures for lodging and meals is required. For meals, the per diem rates may be used for reimbursement with verification of travel status – refer to the CONUS rules concerning partial days. The Commission agrees to reimburse the Consultant for meals up to the maximum CONUS per diem rates, or at the actual rate the Consultant reimburses its employees, whichever is less.

2.5 Reporting. The Consultant shall provide, and shall require all sub-consultants to provide, any requested data to determine compliance with the representations made in the approved SBE Participation Certification, Utilization Plan, Demonstration of Good Faith Efforts and Statements of Intent to Contract and Perform for each invoice through the Commission's online diversity compliance portal: <https://ohioturnpike.diversitycompliance.com/Default.asp>. The Consultant and all sub-consultants shall timely submit all required data

APPENDIX B

prior to any reasonable due dates, and to check the online diversity compliance portal on a regular basis to manage contact information and contract records. The Consultant shall require all sub-consultants to have completed all requested items and maintain contact information on record that is accurate and up to date. The Consultant shall include these disclosure and reporting requirements in all subcontracts under the Contract and further require that all subcontractors place the same obligation in each of their lower tier contracts. The Commission may require additional information related to compliance at any time before, during, or after contract award.

- 2.6 Taxes.** The Commission is a tax-exempt entity and will provide the Consultant a copy of the Commission's tax exemption certificate.
- 2.7 Invoices and Payment.** The Consultant shall submit invoices no more frequently than once a month in a form agreeable to the Commission. The Consultant shall render its invoices to the Commission on or about the 10th day of the month after any such services are performed. Undisputed invoices shall be due and payable by the Commission within thirty (30) days from the date of receipt thereof. Invoices for any other amounts will be submitted to the Commission as the amounts come due. For any services performed on a time and materials basis, the invoice will also state the total number of hours worked by each individual performing services during the preceding month. Invoices shall be accompanied by such supporting documentation as required by the Commission. The Commission may withhold payment for services that have not been properly performed or completed, and shall not be responsible for cost overruns incurred by the Consultant due to errors and omissions by the Consultant made during the performance of its services on any Turnpike project.
- 2.8 Audit.** The Consultant shall keep full and detailed records and accounts related to its rates, fee and reimbursable expenses and exercise such controls as may be necessary for proper financial management and to substantiate all costs incurred by implementing the accounting and control systems generally followed by consultants in the area or projects similar in nature. The accounting and control systems shall be satisfactory to the Commission. The Commission and the Commission's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Consultant's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Consultant shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 3 TIME FOR COMPLETION

- 3.1 Time for Completion.** Time is the essence of this Contract. The Consultant is to complete its work in accordance with the dates in the approved Annual Schedule of Planned Activities (see Section 3.3) unless the Chief Engineer grants a request for an extension from the Consultant. Such extension request must be made in writing to the Chief Engineer

APPENDIX B

no later than seven (7) days following the date upon which any event occurs that gives rise to the need for additional time. The extension request must include a description of the event, the reasons why that event justifies an extension, the duration of the extension sought, and any other documentation requested by the Chief Engineer.

3.2 Authorization to Proceed. The Consultant is to proceed with the required services upon the execution of this Contract.

3.3 Schedule of Activities. At the time of execution of the Contract, the Consultant shall submit to the Chief Engineer or designee for review and approval a “Ten Year Schedule of Anticipated Activities” for the entire ten (10) year term of the Contract, including descriptions of work and dates for completion. Consultant shall update the Schedule as needed and submit it to the Chief Engineer or designee for review and approval.

On an annual basis, but not later than January 15th of each contract year, the Consultant shall submit to the Chief Engineer or designee for review and approval a “Annual Schedule of Planned Activities” for the current contract year. The Consultant shall update the Schedule as needed and submit it to the Chief Engineering or designee for review and approval.

ARTICLE 4 THIRD PARTIES

4.1 Assignment. Consultant may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, interest in, or its duty to perform or supervise the performance of any of its obligations hereunder, to any other person, company, corporation or entity without the prior written approval of the Commission. Any purported assignment in violation of the preceding sentence will be void. Any approved assignment shall not relieve the Consultant from any of its responsibilities under the Contract or imply a willingness on the part of the Commission to give any subsequent or other consent, nor stop the Commission from refusing same; nor shall any such consent confer upon any assignee or transferee any right to assign or transfer any rights conferred upon such transferee.

4.2 Subcontracting. The Consultant shall not sublet or subcontract, nor shall any approved sub-consultant commence performance of, any part of the work or services included in this Contract without the previous written approval of the Commission. Subcontracting, if permitted, shall not relieve the Consultant of any of its obligations under this Contract. The Consultant shall be and remain solely responsible to the Commission for the acts or faults of any sub-consultant and of such sub-consultant’s officers, agents and employees, each of whom shall for this purpose, be considered an agent or employee of the Consultant to the extent of its subcontract. The Consultant shall file a conformed copy of the applicable subcontract with the Commission. The Consultant and any sub-consultant shall jointly and severally agree that the Commission is not obligated to pay or to be liable for the payment

APPENDIX B

of any sums due any sub-consultant. References to the Consultant in this Contract include authorized sub-consultants of the Consultant.

- 4.3 Waiver of Defense.** The Consultant acknowledges and agrees it will not raise a third-party liability defense, and waives such defense, as to any claim, suit or action brought against the Consultant or Commission arising from Consultant's performance under the Contract, except where the claim, suit or action is based upon facts that occurred after an assignment or transfer of the entire Contract, which was consented to by the Commission in writing as required by Section 4.1 above.
- 4.4 Beneficiaries.** There are no intended third-party beneficiaries of any provision of this Contract.
- 4.5 Independent Contractor.** The Consultant is an independent contractor for all purposes under this Contract. This is not an agreement of partnership or employment of the Consultant or any of the Consultant's employees by the Commission for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose. The Consultant shall not pledge or attempt to pledge the credit of Commission or in any other way attempt to act on the Commission's behalf in an effort to bind the Commission to any additional agreements. The Consultant agrees to indemnify the Commission for any and all sums that are due and owing to the Internal Revenue Service (IRS) for withholding FICA and unemployment or other state and federal taxes. The Consultant further agrees to make such payments to the IRS and appropriate state authorities for withholding FICA and unemployment taxes.
- 4.6 Representations and Warranties.** The Consultant represents and warrants that: (1) so far as the Consultant knows, no member, employee, or agent of the Commission has any interest, either direct or indirect, in the Contract; (2) the Consultant has not employed or procured the employment of anyone to solicit or secure the Contract with the Commission other than those disclosed in the Proposal; and (3) the Consultant will fulfill the representations in its Small Business Utilization Certification and Plan submitted with its Letter of Interest, which the Commission relied upon in selecting the Consultant for contract award; and (4) all materials, including their use by the Commission in unaltered form, will not infringe any third party copyrights, patents or trade secrets that exist as of the date of this Contract and that arise or are enforceable under the laws of the United States of America. If the Commission shall hereafter determine that any of the foregoing representations is false, it may, upon written notice to the Consultant, immediately terminate the Contract and thereafter refuse to make payments thereunder, whether or not such payments are for Services already performed, and may also recover its damages, if any, for breach of warranty; or in the event such false representation was as to the existence of any agreement providing for a bonus, fee, commission, percentage, or other form of contingent compensation, the Commission may, in its discretion, elect to continue the Contract in force by deducting from the payments to be made thereunder to the Consultant the amount of such bonus, fee, commission, percentage, or other contingent payment.

APPENDIX B

ARTICLE 5 INDEMNIFICATION

- 5.1 Generally.** The Consultant shall indemnify and hold harmless the Commission, its Commission members, Executive Director, officers and employees (“Indemnified Parties”), from and against any and all liability, including claims, demands, losses, damages, settlements, judgments, costs and expenses (including reasonable attorney's fees and any costs of defense) of every kind and description arising out of or in connection with, or occurring during the course of, performance of the Contract where such liability is:
- 5.1.1** founded upon or grows out of the negligent acts, errors, omissions, undertakings, representations or warranties of the Consultant, its officers, employees, agents, independent consultants, or sub-consultants and only in the proportionate share of the tortious conduct of the Consultant, its officers, employees, agents, independent consultants, or sub-consultants; and/or
 - 5.1.2** founded upon, or grows out of the death or injury of a third party that is proximately caused by the Consultant, its officers, employees, agents, independent consultants, or sub-consultants in its performance of the services under this Contract.
- 5.2 Application.** Nothing herein contained shall require the Consultant to reimburse the Commission for acts or omissions caused by the sole negligence of the Commission. The Consultant shall waive and shall not assert any claim against the Commission for any injury to persons, whether or not resulting in death, or any loss or damage to property occurring from any cause unless such injury, loss or damage is due solely to the negligence of the Commission, its agents or employees.
- 5.2.1** If a regulatory body or court of competent jurisdiction finds that the Consultant is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant's own actions, the Consultant will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant or the Commission resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Consultant's earnings if the Consultant had been on the Commission's payroll and employed as a Commission employee.
 - 5.2.2** If a third-party claim causes the Commission’s quiet enjoyment or use of any product supplied by the Consultant to be seriously endangered or disrupted, or, should a court order be issued against the Commission restricting its use of any product and should the Consultant determine not to further appeal the claim issue, at the Commission’s sole option, the Consultant shall provide at its sole expense, the following: Purchase for the Commission the rights to continue using the contested product(s); or Provide substitute products to the Commission which are, in the Commission’s sole opinion, of equal or greater quality, or Refund all monies paid to the Consultant for the product(s) subject to the court action. The Consultant

APPENDIX B

shall also pay to the Commission all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

5.2.3 The indemnity obligations of the Consultant shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by Consultant.

5.3 This agreement to hold harmless and indemnify shall survive expiration or termination of this Contract.

ARTICLE 6 INSURANCE

6.1 General. Except for the Consultant's indemnification obligations with respect to infringement, the Consultant shall, at its expense, at all times during the performance of services hereunder, and for a period of ten (10) years thereafter, maintain liability insurance insuring themselves against the indemnification obligations throughout the term of the Contract and claims arising from wrongful acts, negligent acts, errors or omissions of the Consultant, its employees, agents, sub-consultants, or any other representatives of the Consultant involved in the work. The Consultant shall name the Commission as an additional insured as set forth in more detail below and shall be responsible for any retentions or deductibles due under the policies in the event of a claim. The Consultant shall require its sub-consultants to obtain insurance and shall be responsible for enforcement of its sub-consultants' obligation to obtain insurance, at limits appropriate to the exposures of the sub-consultant's work to satisfy the requirements hereunder. The policies the Consultant and its sub-consultants maintain shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent and carry the following coverages and limits:

6.1.1 Comprehensive Commercial General Liability that includes the Commission as an additional insured for amount not less than \$1,000,000, including those resulting in death to any one person or persons and/or property damage arising from any one (1) accident and \$2,000,000 in the aggregate, including coverage for: property damage, premises operations, liability for independent consultants, products liability, valuable papers, contractual liability and personal injury. The policy or policies shall be primary and non-contributory, provide coverage for on-going and completed operations, and shall not contain a provision that eliminates coverage for damages arising out of the negligence of the additional insured.

6.1.2 Comprehensive Automobile Liability Insurance for bodily injury and property damage that includes the Commission as an additional insured for an amount not less than \$1,000,000 combined single limit. The policy or policies shall be primary and non-contributory and shall not contain a provision that eliminates coverage for damages arising out of the negligence of the additional insured.

APPENDIX B

- 6.1.3** Professional Liability Insurance for not less than \$2,000,000 for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services under this Contract.
- 6.1.4** Umbrella/Excess Liability Insurance Policy over primary general liability and automobile liability following the same terms as the underlying policies and in an amount not less than \$3,000,000.
- 6.2** **Certificate of Insurance.** Upon execution of this Contract, the Consultant shall submit to the Commission a certificate(s) of insurance and related additional insured endorsements with respect to the required policies. If the additional insured endorsements required above are not available at the execution date, the Consultant shall submit to the Commission a notation of the endorsement together with either a binder or an advice with respect to such endorsement. The endorsement shall be submitted no later than thirty (30) days after the execution date hereof. The Consultant shall provide written notification to the Commission at least 30 days in advance of any cancellation or modification of the Consultant's insurance policy terms or coverage as set forth herein.
- 6.3** **Copy of Insurance Policy.** Upon the execution of this Contract, the Consultant shall provide a copy of the insurance policy or policies required under this Contract after redacting proprietary or confidential information if applicable.
- 6.4** **Workers' Compensation.** The Consultant shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.
- 6.5** **Notice.** Within twenty-four (24) hours after the occurrence of any accident or other event that results in or might result in injury to the person or property of any person, which allegedly arises in any manner from the performance under the Contract or occurs in the area(s) for which the Consultant is responsible, the Consultant shall send written notice thereof to the Commission's General Counsel setting forth a full and precise statement of the facts pertaining thereto, and send a copy of any summons, subpoena, notice or other documents served upon or received by the Consultant, or any agent, employee or representative of the Consultant, arising in any manner from the performance of the Contract or any part thereof.

ARTICLE 7 PERFORMANCE AND SAFETY STANDARDS

- 7.1** The Consultant shall provide professional services as set forth in this Contract. The Consultant represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Contract or shall cause such services to be performed by appropriately licensed professionals.

APPENDIX B

7.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

7.3 The representative of the Commission that is authorized to act on behalf of the Commission with respect to the Project is the Chief Engineer. The representative authorized to act on behalf of the Consultant with respect to the Project is:

*[Name
Address
Address
Telephone
Fax
Email]*

7.4 **Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract.

7.5 **Public Records Act.** The Consultant acknowledges that the Commission is required to respond to all Public Record requests under Ohio law. The Consultant shall comply with the Public Record Act in all respects and shall not restrict or otherwise inhibit the Commission from complying.

7.6 **Ownership of Materials.** Drawings, plans and other documents prepared by, or with the cooperation of, the Consultant pursuant to the Contract, including all copyrights, are works for hire under the United States Copyright Act and shall, upon payment therefore, become the property of the Commission, whether or not the project for which they are prepared is commenced or completed. If for any reason the product of the Consultant's services hereunder are determined at any time not to be a work made for hire, the Consultant irrevocably transfers and assigns to the Commission all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. Any materials prepared, created, produced by, or with the cooperation of, the Consultant pursuant to the Contract, including all copyrights, are the property of the Commission. The Consultant may retain copies, including reproducible copies of such drawings and other documents for information and reference. The Commission may use such drawings or other documents, or others employed by the Commission for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to a project, without additional compensation to the Consultant.

7.7 **Non-Collusion.** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with

APPENDIX B

the performance of services required to be performed under this Contract. The Consultant further covenants that no person having any such interest shall be employed in the performance of this Contract.

7.8 Safety.

- 7.8.1** Consultant shall be responsible for the safety of its personnel related to and during the performance of Services required by this Contract and will take reasonable measures to ensure that it and its sub-consultants provide and maintain a safe working environment. Consultant shall ensure that its employees and the employees of its sub-consultants, before they begin and throughout their employment at any Project site, are made aware of the requirements of all applicable safety and health regulations including, but not limited to, Applicable Laws and are notified that compliance therewith is a condition of their continued employment. Consultant shall remove from the site any employees or sub-consultants that fail to abide by applicable health and safety regulations. Consultant shall not knowingly permit a hazardous, unsafe, unhealthy, or environmentally unsound condition or activity to be conducted at any Project site.
- 7.8.2** If Consultant becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition at any Project site, it shall notify the Commission and take reasonable steps to eliminate, terminate, abate or rectify any condition over which Consultant has control. The Commission may, but is not obligated to, inspect at reasonable times, the Project site and Consultant's facilities and appropriate Project records to ascertain Consultant's and its sub-consultants' compliance with the requirements of this Contract; provided however, neither the existence nor exercise of such right will relieve Consultant of its responsibility for its own and its sub-consultants' compliance with this Contract, to always use due care in the performance of services and for fulfilling all of its other obligations hereunder with respect to health and safety.
- 7.8.3** Consultant shall promptly notify the Commission of any injury, death, loss or damage to persons, animals, or property, which is in any way related to Services performed under the Contract, even though such occurrence was not caused or consented to by Consultant, its employees, sub-consultants or agents. Smoking is prohibited at the Project site. Consultant shall monitor the Commission's no smoking rule with respect to its employees and sub-consultants while they are working at the Project site.

ARTICLE 8 SUSPENSION, DEFAULT, AND TERMINATION

- 8.1 Suspension.** The Commission may at any time prior to completion of the Contract temporarily suspend any Contract when it is determined to be in the Commission's interest. Such suspension shall be provided by written notice. If such Suspension is not lifted within 120 days from the notice of Suspension, the Consultant may request that the Contract be terminated.

APPENDIX B

8.2 Default. Each of the following shall constitute an event of default by the Consultant:

- 8.2.1** If the Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;
- 8.2.2** If by order or decree of a court, the Consultant is adjudged bankrupt or an order is made approving a petition filed by any creditors or, if the Consultant is a corporation, by any of the stockholders of the Consultant, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any state thereof;
- 8.2.3** If a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against the Consultant and is not dismissed within ninety (90) days after the filing thereof;
- 8.2.4** If any lien is filed against the Commission's property because of any act or omission of the Consultant and is not released or discharged by obtaining a bond at Consultant sole expense and cost within twenty (20) days;
- 8.2.5** If the Consultant voluntarily abandons, deserts, vacates, or discontinues its operations;
- 8.2.6** If the Consultant fails duly and punctually to pay any monies required hereunder within twenty (20) days after written notice;
- 8.2.7** If the Consultant fails to keep, perform and observe any promise set forth herein on its part to be kept, performed or observed within five (5) days after receipt of notice of default from the Commission, except where fulfillment of its obligation requires activity over a period of time and Consultant has commenced whatever may be required to cure the failure to the satisfaction of the Commission within five (5) days after notice and continues such performance without interruption.

8.3 Remedies for Default. Upon occurrence of any Default or any time thereafter during the continuance thereof, the Commission may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

- 8.3.1** Upon five (5) days' notice, terminate this Contract.
- 8.3.2** Without waiving any default, pay any sum required to be paid by the Consultant to others than the Consultant and which the Consultant has failed to pay, and perform any obligation required to be performed by the Consultant hereunder, and any amounts to paid or expended by the Commission in fulfilling the obligations of Consultant hereunder, including all interest, costs, damages, attorneys' fees and penalties, shall be repaid by the Consultant to the Commission on demand with

APPENDIX B

interest thereon at the rate of twelve percent (12%) per annum from the date of such payment or expenditure plus a twenty percent (20%) administrative fee.

8.3.3 Invoke the dispute resolution provisions of this Contract.

8.4 Convenience Termination. In addition to the termination upon five (5) days' notice after an occurrence of default as provided above, the Commission may unilaterally terminate the Contract at any time for any reason by giving thirty (30) calendar days prior written notice to the Consultant. If the Commission unilaterally terminates the Contract pursuant to this Section, the Consultant shall be paid all amounts due up to the termination date. The Commission and the Consultant may also mutually agree to terminate this Contract in writing.

8.5 Waiver. No waiver by the Commission at any time of any of the terms or conditions of this Contract shall be deemed or taken as a waiver at any time thereafter of the same or any other term or condition herein or of the strict and prompt performance thereof. No delay, failure or omission of the Commission to exercise any right, power, privilege or option arising from any default, or subsequent payment then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquishment thereof, or acquiescence therein and no notice by the Commission shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the Commission of default in one or more instances. No waiver shall be valid against the Commission unless reduced to writing and signed by an officer of the Commission duly empowered to execute same.

8.6 Force Majeure. Neither party shall have liability to the other if it becomes unable to timely perform its obligations under this Contract due to labor disputes, fire, acts of God, tornados, flood, hurricane, earthquake, tidal wave, blizzard, or other natural disasters, acts of the state or federal government in their sovereign capacity, riots, civil commotion, quarantine restrictions, war, terrorism, incidence of disease or other illness that reaches outbreak, epidemic or pandemic proportions, unavoidable casualties, or other causes beyond their control.

ARTICLE 9 NON-DISCRIMINATION

9.1 Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by applicable federal, state, and local laws.

9.2 Solicitations of Sub-consultants, including procurement of materials and equipment: In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials, or

APPENDIX B

leases of equipment, the Consultant will notify each potential sub-consultant or supplier of the Consultant's obligations under this Contract. The Consultant shall also include the provisions of this Article 9 in every sub-consulting agreement, subcontract, purchase order, lease or other such document.

ARTICLE 10 LAW AND DISPUTES

- 10.1 Choice of Law.** The Contract shall be subject to the laws of the State of Ohio. All duties of either party shall be deemed performable and performed in the State of Ohio.
- 10.2 Informal Dispute Resolution.** At the written request of either party, the parties will attempt to resolve any dispute arising under, or relating to, the Contract through the informal means. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding.
- 10.3 Mediation.** If the parties do not resolve their differences through Informal Dispute Resolution, the Commission may, at its sole discretion and election, choose to proceed with mediation governed by the most recently published Construction Arbitration Rules and Mediation Procedures of the American Arbitration Association, and the Consultant hereby agrees to engage in that process in accordance with those rules and procedures. The parties shall have 90-days from the date that a party serves notice of its claim on the other party to attempt to resolve their differences through mediation.
- 10.4 Formal Dispute Resolution - Litigation.** If the parties do not resolve their differences through mediation, the dispute shall be resolved through litigation. Litigation may take place only in Cuyahoga County Court of Common Pleas or the United States District Court for the Northern District of Ohio.

ARTICLE 11 GENERAL

- 11.1 Notices.** All notices or communications required or permitted as a part of the Contract shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
- 11.1.1** Actually received, or
- 11.1.2** If not actually received, 3 days after transmittal through electronic mail receipt with a carbon copy sent through the United States Postal Service with proper postage affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice to the other party, or

APPENDIX B

11.1.3 Upon delivery by the Commission of the notice to a representative of the Consultant while on the Commission property.

The addresses of the parties to this Contract are as follows:

In the case of the Commission:	with a copy to:
Ohio Turnpike and Infrastructure Commission Chief Engineer Attn: Christopher A. Matta, P.E. 682 Prospect Street Berea, Ohio 44017 Chris.Matta@ohioturnpike.org	Ohio Turnpike and Infrastructure Commission General Counsel Attn: Jennifer Monty Rieker, Esq. 682 Prospect Street Berea, Ohio 44017 Jennifer.Rieker@ohioturnpike.org
In the case of the Consultant:	
<i>[Jane Smith Address Address Telephone Email]</i>	

11.2 Integration and Amendment. The Contract constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract. The Contract may be modified or extended by formal amendment of the Contract signed by the parties and made a permanent part of the Contract.

11.3 Publicity. Neither party may use the name or any data, pictures, or other representation of the other party in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, the Consultant may include the Commission's name on its client list and may describe briefly, and in general terms, the nature of the work performed by the Consultant for the Commission. The parties further agree that, within a reasonable time following final acceptance, the parties may work toward developing a mutually agreeable statement for public use by the parties such as in marketing materials and in their reports to stockholders.

11.4 Video and Audio Recordings. The Commission has the right to video and/or audiotape any and all meetings, whether held at a Commission site, Consultant site, or via teleconference.

11.5 Confidentiality. If the Consultant or Commission receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person. The receiving party may disclose "confidential" or "business proprietary" information after seven (7)

APPENDIX B

days' notice to the other party only when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this paragraph.

- 11.6 Severability.** The invalidity of any provision of the Contract shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- 11.7 Construction of this Contract.** All terms and words used in this Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any paragraph or clause in the Contract may require, the same as if such words have been fully and properly written in the number and gender. Any act to be performed under the Contract by the "Commission" may be performed by the Executive Director or by such of its employees or such other persons, corporations or firms as the Executive Director may designate. "Executive Director" when used herein, shall refer to the Executive Director of the Commission and include the Chief Engineer, the Deputy Executive Director and the CFO/Comptroller. The headings of Articles and Paragraphs, to the extent used herein, are for reference only, and in no way define, limit, or describe the scope or intent of any provision hereof.
- 11.8 Counterparts.** This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.
- 11.9 Authority.** The undersigned signatory for the Consultant hereby represents and warrants that he or she has full and complete authority to execute the Contract on behalf of the Consultant. This representation and warranty is made for the purpose of inducing the Commission to execute the Contract.
- 11.10 Electronic Signatures.** The parties agree that for purposes of facilitating the signing of this Contract, an electronic signature or an electronic or facsimile transmission of a signature shall be an original signature for all purposes.
- 11.11 Affirmations Regarding Expenditure of Public Funds Offshore.**
- 11.11.1 Executive Order 2019-12D - Governing the Expenditure of Public Funds for Offshore Services - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was

APPENDIX B

signed on March 4, 2019, and will automatically expire ten (10) calendar days after Governor DeWine's last day as Governor of Ohio unless rescinded before then. The Commission shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. The Consultant must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, the Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

- 11.11.2 Executive Order 2022-02D - State of Ohio's Response to Russia's Unjust War on the Country of Ukraine - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was issued on March 3, 2022, and will remain in effect unless rescinded or modified by a future Executive Order of the Governor. The Commission will not enter into any contract to purchase services provided outside of the United States or that allows Commission data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of the Contract, the Commission reserves the right to recover any funds paid for services the Consultant performs outside of the United States for which it did not receive a waiver. The Commission will not waive any other rights and remedies provided to the State or Commission in a Contract. The Commission will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of the Contract, the Commission reserves the right to recover any funds paid to Consultant for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Consultant must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

[SIGNATURES ON NEXT PAGE]

APPENDIX B

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the last date written below.

[CONSULTANT]

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

By: _____

Printed: _____

Title: _____

Date: _____

By: _____

Ferzan M. Ahmed, P.E.
Executive Director

Date: _____

APPROVED: _____

Jennifer Monty Rieker, Esq.
General Counsel

Date: _____

APPENDIX B

Exhibit A Consultant's Fee Proposal

APPENDIX B

Exhibit B Final Project Scope

APPENDIX C
NON-COLLUSION AFFIDAVIT

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

State of _____ }
 } **SS:**
County of _____ }

The undersigned, being first duly sworn as provided by law, deposes and says:

1. Their name is _____,
and their office is located at _____.

2. They make this Affidavit with the knowledge and intent that it is to be filed with the Ohio Turnpike and Infrastructure Commission and with the expectation that it will be relied upon by said Commission as consideration and any action which it may take with respect to the bid or proposal accompanying this Affidavit.

3. The undersigned serves in the capacity of _____.
(Sole Owner, Partner, President, etc.)

and in that capacity makes and authorized to make representations and this Affidavit on behalf of:

Name of Corporation, Partnership, Limited Liability Company, etc...)

a _____
(Sole Proprietorship, Partnership, Corporation, Limited Liability Company, etc...)

organized under the laws of _____, and registered to do business in Ohio.
(Name of State)

4a. **Sole Proprietorship Only:** The undersigned states that the following is a complete and accurate list of the names and addresses of all individuals having an interest in the contract contemplated under the bid or proposal accompanying this Affidavit: _____

4b. **Partnership Only:** The undersigned states that the following is a complete and accurate list of the names of the general partners of the partnership and all other individuals having an interest in the contract contemplated under the bid or proposal accompanying this Affidavit, including any partners with a five percent (5%) or more equity interest in the partnership (attach additional pages if necessary): _____

AFFIDAVIT

4c. Corporation or Limited Liability Company Only: The undersigned states that the following is a complete and accurate list of the chief executive officer and all individuals that are expected to have an interest in the contract contemplated under the bid or proposal accompanying this Affidavit, including anyone owning five percent (5%) or more equity interests in the entity submitting the bid or proposal (attach additional pages as necessary):

President (or similar chief executive): _____

Owners with 5% or more equity interest: _____

Additional individuals with an expected interest in the contemplated contract: _____

5. The undersigned represents that no person, firm, agent or employee of the entity identified in paragraph 3, nor anyone else to the knowledge of the undersigned, has retained anyone to solicit or secure affirmative or favorable action by the Commission with respect to the bid or proposal accompanying this Affidavit (except a regularly employed salesman paid for services on a regular schedule of commissions and serving in the usual course of business in soliciting such consideration or action by the Commission without promise or expectation of receiving consideration other than the standard and normal fee, commission, or percentage) under any agreement providing for a bonus, fee, commission, percentage, or other form of payment whatsoever which is in any way contingent upon the action to be taken by the Commission with respect to the bid or proposal.

6. The undersigned represents that no person or firm associated with the entity identified in paragraph 3 has any interest, direct or indirect, in any other proposal or bid submitted with respect to the contract contemplated in the bid or proposal accompanying this Affidavit, except the subcontractors, material suppliers, truckers/haulers disclosed in the SBE Utilization Plan.

7. The undersigned states that the bid or proposal accompanying this Affidavit is a genuine and earnest attempt to contract with the Commission, and is not made in the interest or on behalf of any undisclosed individual, person, partnership, company, association, organization or corporation; that the bid or proposal is not collusive or a sham; that the entity identified in paragraph 3 has not, directly or indirectly, induced or solicited any other entity to submit a false or sham bid or proposal, and has not directly or indirectly, colluded, conspired, connived or agreed with any other respondent to submit a collusive or sham bid or proposal, or to refrain from submitting a bid or proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of any other responding entity, or to secure any advantage against the Commission or any person, firm or corporation interested in the proposed contract;

AFFIDAVIT

8. The undersigned states that the entity identified in paragraph 3 has received the Commission's Ethics Policy; the Ethics Policy has been reviewed by its managerial staff; the terms and conditions of the Policy are understood; and the entity agrees to comply and assist the Commission in complying with the Policy. Insofar as undersigned knows, no member of the Commission and no employee or agent of the Commission has or will have any interest, either direct or indirect, in the prospective contract contemplated under the bid or proposal accompanying this Affidavit.

(Affiant)

(Printed)

Sworn to before me and subscribed in my presence this ____ day of _____, 20____.

(Notary Public)

APPENDIX D



OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION ETHICS POLICY

A. POLICY STATEMENT

It is the policy of the Ohio Turnpike and Infrastructure Commission (“Commission”) to carry out its mission in accordance with the strictest ethical guidelines and to ensure that Commission members and employees conduct themselves in a manner that fosters public confidence in the integrity of the Commission, its processes, and its accomplishments.

B. GENERAL STANDARDS OF ETHICAL CONDUCT

Commission members and employees must, at all times, abide by protections to the public embodied in Ohio’s ethics laws, as found in Chapters 102 and 2921, of the Ohio Revised Code, and as interpreted by the Ohio Ethics Commission and Ohio courts. Members and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

A general summary of the restraints upon the conduct of all members and employees include, but are not limited to, those listed below. Members and employees shall not:

- Solicit anything of value from anyone doing business with the Commission;
- Accept anything of value from anyone doing business with the Commission;
- Solicit or accept employment from anyone doing business with the Commission, unless able to completely withdraw from Commission activity regarding the party offering employment, and the Commission approves the withdrawal;
- Use public position to obtain benefits for the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship;
- Accept any form of compensation for personal services rendered on a matter before any state agency, or sell goods or services to any state agency, unless the official or employee qualifies for the exception, and files the statement, described in the Ethics Law;
- Hold or benefit from a contract with, authorized by, or approved by, the Commission, unless one of the exceptions in the Ethics Law and related statutes applies;
- Vote, authorize, recommend, or in any other way use his or her position to secure approval of a Commission contract (including employment or personal services) in which the

APPENDIX D

official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship, has an interest;

- Use, or authorize the use of, his or her title, the name “Ohio Turnpike and Infrastructure Commission,” or “Commission,” or “OTIC,” or the Commission’s logo in a manner that suggests impropriety, favoritism, or bias by the Commission or the official or employee;
- Solicit or accept honoraria prohibited by the Ethics Law;
- Use or disclose confidential information protected by law, unless appropriately authorized; and
- During public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the official or employee personally participated while serving with the Commission.

For purposes of this policy:

- “Anything of value” includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. “Value” means worth greater than de minimis or nominal.
- “Anyone doing business with the Commission” includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the Commission.

C. FINANCIAL DISCLOSURE STATEMENTS

Every Commission member or employee required to file a financial disclosure statement by law, or Ethics Commission rule, must file a complete and accurate statement with the Ethics Commission by April 15 of each year. Any member or employee appointed or employed after February 15 shall file a statement within ninety days of appointment or employment.

D. ETHICS EDUCATION

All Commission members and employees subject to the financial disclosure requirement must participate in the annual ethics education required pursuant to Executive Order 2019-11D, and some form of annual ethics instruction shall be provided to all Commission employees. In addition to participating in Executive Order training, the Ethics Commission sponsors educational sessions throughout Ohio.

E. PUBLICATION OF THE COMMISSION’S ETHICS POLICY

The Commission’s Ethics Policy shall be published on the Commission’s website, www.ohioturnpike.org. Persons, corporations or other parties seeking to conduct business with

APPENDIX D

the Commission in amounts in excess of \$10,000 shall be provided with a copy of the policy and shall be required to acknowledge receipt of the policy in writing in a form to be prescribed by the Commission's General Counsel.

F. ASSISTANCE

The Ethics Commission is available to provide advice and assistance regarding the Ethics Law and related statutes. The Ethics Commission can be contacted at (614) 466-7090. The Ethics Commission's web site address is: <https://www.ethics.ohio.gov>. The Commission's General Counsel and counsel for the Governor's Office are available to answer questions involving this policy.

G. PENALTIES

Failure of any Commission official or employee to abide by this Ethics policy, or to comply with the Ethics Law and related statutes, will result in discipline, which may include dismissal, as well as any potential civil or criminal sanctions under the law.

Revised 4/13/21

AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2019-12D
Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed to this response, the Respondent affirms, understands and will abide by the requirements of Executive Order 2019-12D issued by Ohio Governor Mike DeWine. If awarded a contract, the Respondent affirms on behalf of itself and any of its Subcontractors to perform no services under the Contract outside of the United States. The Executive Order is attached and is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>).

The Respondent shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Respondent will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach any additional pages as necessary

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

2. Location where services will be performed by the Respondent:

(Address)

(City, State, Zip)

3. Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

5. Location(s) where Commission data will be stored, accessed, tested, maintained or backed-up, by Respondent:

(Address, City, State, Zip)

(Address, City, State, Zip)

Name/Location(s) where Commission data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

The undersigned Respondent also affirms, understands and agrees that the Respondent and its subcontractors are under a duty to disclose to the Commission any change or shift in location of services performed by the Respondent or its subcontractors before, during and after execution of any Contract with the Commission. Respondent agrees it shall so notify the Commission immediately of any such change or shift in location of its services.

The Commission has the right to immediately terminate the contract for material breach if any services are performed overseas unless the Commission has issued the Respondent a waiver to perform the specific services outside the United States. The Commission has the sole and unlimited discretion to determine waiving some or all of the requirements of the Executive Order is necessary based on the (1) nature of and risk arising from the services being performed overseas; (2) the porportion of off-shore services compared to those performed domestically; (3) the cost savings resulting from granting the waiver; (4) the justification to perform the services overseas; and (5) the need to procure the services from the Respondent.

The undersigned represents and warrants to be authorized to execute this Affirmation and Disclosure Form on behalf of the Respondent and agree that this form is a part of any Contract that Respondent may enter into with the Commission and is incorporated therein.

Respondent: _____

By: _____
(Signature)

Printed: _____
(Name) (Title)

Date: _____

ATTACHMENT A
DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD TERMS AND CONDITIONS
EXECUTIVE ORDER 2022-02D

State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

March 2022

PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2022-02D

State of Ohio's Response to Russia's Unjust War on the Country of Ukraine
March 2022

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address)_____
(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Ohio Department of Administrative Services
General Services Division

Print Name: _____

Title: _____

Date: _____