



## FY 2015 Section 319(h) Nonpoint Source Award Summary

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**CFDA Title & Number** Nonpoint Source Implementation, 66.460  
**Award Name & Number** C9975500015 CWA Section 319(h) Nonpoint Source Implementation Program, GL-00E00395-0

**Project Title** Farm Creek Subdivision Green Street Demonstration  
**Project Number** 15(h)EPA-09  
**Project Start Date** July 1, 2015  
**Project Closure Date** June 30, 2018

**Subgrantee** City of Gahanna  
200 South Hamilton Road  
Gahanna, Ohio 43230

**Grantee Identification #** 31-6400492

**Project Contact** Jeff Feltz E.I.  
City of Gahanna  
200 South Hamilton Road  
Gahanna, Ohio 43230  
614-342-4000  
[jeff.feltz@gahanna.gov](mailto:jeff.feltz@gahanna.gov)

**Grantor** Ohio Environmental Protection Agency  
P.O. Box 1049  
Columbus, Ohio 43216-1049

**Grant Coordinator** Martha Spurbeck  
Division of Surface Water  
Ohio Environmental Protection Agency  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
(614) 644-2869

**Total Project Cost** \$277,900  
**Federal Amount** \$166,700  
**Local Match** \$111,200

**Project Location** Franklin County

**Watershed/HUC** Rocky Fork, 050600011501

**OHIO ENVIRONMENTAL PROTECTION AGENCY  
CLEAN WATER ACT SECTION 319  
GRANT AGREEMENT (GRANT CYCLE 2015)**

**PREAMBLE**

This Grant Agreement ("Agreement") is made by and between the Director of Environmental Protection ("Director"), on behalf of the Ohio Environmental Protection Agency ("Ohio EPA"), and the Subgrantee identified in the Clean Water Act, Section 319(h), Nonpoint Source Award Summary, ("Award Summary"), and Subgrantee's agents, successors and assigns. The Award Summary is attached to the front of this Agreement and incorporated by reference as if fully rewritten. This Agreement establishes the duties and obligations of Ohio EPA and Subgrantee (with Ohio EPA and Subgrantee together referred to as "the parties").

In consideration of the mutual covenants and stipulations set forth in this Agreement, Ohio EPA and Subgrantee agree as follows:

**ARTICLE I**

**Designees / Communications**

1. **(Project Representative)** Subgrantee shall coordinate all work with Ohio EPA through Subgrantee's designee, who shall be known as the "Project Representative," who shall have the authority to represent Subgrantee in the performance of its duties and obligations under this Agreement. The initial Project Representative shall be the person identified as such in the Award Summary. Subgrantee may designate different Project Representatives throughout the term of this Agreement by providing written notification to the Grant Coordinator.
  
2. **(Grant Coordinator)** Ohio EPA shall coordinate all work with Subgrantee through the Director or the Director's designee, which designee shall be known as the "Grant Coordinator," who shall have the authority described herein. Any questions or dispute regarding the duties and obligations of Subgrantee shall be resolved by the Director or Grant Coordinator, who shall have the authority to evaluate Subgrantee's performance and provide the necessary approvals or denials required under this Agreement. The initial Grant Coordinator shall be the person identified as such in the Award Summary. The Director, through the Division of Surface Water, may designate a different Grant Coordinator throughout the term of this Agreement by providing written notification to the Project Representative.
  
3. **(Communications)**
  - a. Except as provided elsewhere in this Agreement or as may be authorized or required by the Grant Coordinator, all notifications, requests, submittals, consents, requests for payment or other communications to the Project Representative or Grant Coordinator shall be by electronic communications compatible with that used by Ohio EPA.
  - b. All such communications shall be written and effective upon the date of receipt by the addressed person. The parties may change such person and/or the address by providing written notice. Any transfer of funds authorized by the Grant Coordinator shall include a non-electronic written signed confirmation.

**ARTICLE II**  
**Effective and Project Closure Dates/Scope of Work**  
**Documents / Publications**

4. **(Effective and Project Closure Dates)** This Agreement is effective and binding upon the parties on the date when the last required signature is affixed to this Agreement. The project, as identified in Appendix A, Appendix B and as generally described in the attached portions of the grant application (which is also known as the Project Work Plan), with all such documents together referred to as "Project Documents," which are attached and incorporated by reference as if fully rewritten, shall be completed on or before the Project Closure Date identified in the Award Summary. Notwithstanding the Project Closure Date, the last quarterly fiscal and semi annual technical reports shall be submitted by the date set forth in Paragraph 21 of this Agreement; responses pursuant to evaluations shall be submitted within the time established by Paragraph 24 of this Agreement; and the Closing Reports shall be submitted by the date set forth in Paragraph 25 of this Agreement. The Project Closure Date shall not be extended except upon a non-electronic written, signed consent by the Project Representative and the Grant Coordinator. Any such consent shall occur before the Project Closure Date. Ohio EPA shall have no responsibility to provide financial assistance to Subgrantee for work performed outside of the terms of this Agreement.

5. **(Scope of Work)** Subgrantee is responsible for ensuring the performance of and/or compliance with, its duties and obligations arising under this Agreement. Subgrantee shall successfully perform and complete the work, activities, and requirements set forth in this Agreement and the Project Documents.

6. **(Documents Property of Ohio EPA)** Subgrantee shall, at the request of the Grant Coordinator, provide to Ohio EPA three copies of any documents, information, photographs, software and all other materials and property prepared, developed, created or discovered by Subgrantee under or related to this Agreement, whether grant or non- federal match monies were expended in whole or in part.

7. **(Publications)**

- a. U.S. EPA and Ohio EPA reserve a royalty-free, nonexclusive, and irrevocable license and unrestricted right to reproduce, document, publish, disclose or otherwise use, and authorize others to use, in whole or in part, for State and federal purposes:
  - i. The copyright in any work developed under this Agreement; and
  - ii. Any right of copyright to which Subgrantee purchased ownership with grant monies.
- b. All products published under this Agreement, whether funded by federal grant or non-federal match monies (including, but not necessarily limited to, fact sheets, brochures, newsletters, newspaper articles and/or advertisements, signs, watershed management plans, quality assurance project plans, home sewage treatment system plans, design

reports, project reports, etc.) shall provide acknowledgment to Ohio EPA and U.S. EPA as follows:

This product or publication was financed in part or totally through a grant from the State of Ohio Environmental Protection Agency and the United States Environmental Protection Agency, under the provisions of Section 319(h) of the Clean Water Act. The contents and views, including any opinions, findings, conclusions or recommendations, contained in this product or publication are those of the authors and have not been subject to any State of Ohio Environmental Protection Agency or United States Environmental Protection Agency peer or administrative review and may not necessarily reflect the views of either Agency, and no official endorsement should be inferred.

- c. Subgrantee shall submit any product/publication (other than project newsletters) to the Grant Coordinator, at least thirty (30) days prior to the anticipated publication/distribution date.

### **ARTICLE III**

#### **Award Amount / Payments / Unspent Grant Monies / Expenditures of Grant Monies**

8. **(Award Amount)** Pursuant to the terms of this Agreement, Ohio EPA hereby awards a Clean Water Act, Section 319(h), Nonpoint Source Grant, ("grant"), in the amount ("grant monies") identified in the Award Summary, to Subgrantee, which amount shall constitute the sole and exclusive consideration offered or furnished by Ohio EPA for the performance of duties and obligations by Subgrantee.

#### **9. (Payments)**

- a. The first payment shall not be made until all parties have executed this Agreement, and Subgrantee has submitted a statement to the Grant Coordinator that Subgrantee is ready to begin work requiring the expenditure of grant monies, the total non-federal match has been secured, and a payment request form with authorized electronic signature has been submitted to the Grant Coordinator. Each succeeding payment shall not be made until the Grant Coordinator determines that Subgrantee has demonstrated satisfactory fiscal and technical performance in compliance with this Agreement, as demonstrated by the quarterly fiscal and semi-annual technical reports required under this Agreement, and upon submittal of the payment request form with authorized electronic signature. The last ten percent (10%) of the total federal portion of the grant award shall only be reimbursed to Subgrantee upon satisfactory completion of the project and submission to the Grant Coordinator of approvable closing fiscal summary and technical reports and final payment request form, with authorized electronic signature.

- b. The amount of any one payment request shall not exceed the sum of prior eligible expenditures to be paid on a reimbursement basis for costs incurred and properly invoiced. If, at the time of payment request is made, Subgrantee has a cash balance from previous payments, the payment amount shall be reduced by the amount of the cash balance.
- c. A payment request is not proper if it contains a defect or impropriety. The Grant Coordinator shall notify the Subgrantee of any defect or impropriety.

9.1. **(Working Capital Advance Payments)** An initial request for working capital advance payment shall be submitted together with the formal acceptance of this Agreement and shall be limited to the minimum amount needed for the first ninety (90) days of the project. Subsequent requests shall be limited to payment for costs incurred and invoiced. If, at the time payment request is made, Subgrantee has a cash balance from the initial advance, the payment amount shall be reduced by the amount of the cash balance.

10. **(Unspent Grant Monies)** Upon expiration or termination of this Agreement, the Grant Coordinator shall invoice Subgrantee for all unspent grant monies. Within thirty (30) days after the invoice date, Subgrantee shall return all unspent grant monies awarded under this Agreement to Ohio EPA pursuant to a check marked "Fund 3BU0 Unspent Grant Monies from Grant No. \_\_\_", made payable to the Treasurer of the State of Ohio and mailed to:

Ohio EPA  
Office of Fiscal Administration  
P.O. Box 1049  
Columbus, Ohio 43216-1049.

11. **(Program Income)** Program income earned during the project period shall be reported on the quarterly fiscal reports and closing fiscal summary and shall be deducted from the project's total costs eligible for reimbursement.

12. **(Match/Cost Share)** Subgrantee shall provide a minimum of forty percent (40%) non-federal match monies for the project's total cost. Match may consist of state or local in-kind services or funds.

13. **(Expenditures of Grant Monies)** Expenditures of grant monies shall be pursuant to and consistent with this Agreement and Project Documents.

14. **(Expenditures prior to effective Date of this Agreement)** Subgrantee may, at its own risk, incur allowable costs prior to the effective date of this Agreement, but after the Project Start Date, provided such costs are pursuant to and consistent with this Agreement and Project Documents. Prior to the effective date of this Agreement, no prior approvals by Ohio EPA shall be given. As used herein, Project Start Date means the date specified in the Award Summary. Work performed before the Project Start Date shall not be reimbursed or provided with financial assistance.

#### 14.1. (Consultant Cap)

- a. Excluding overhead, the amount paid to individual consultants under this Agreement shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Subgrantee shall pay transportation and subsistence costs for travel performed in accordance with their normal travel reimbursement practices.
- b. Consultants with firms for services which are awarded using the procurement requirements set forth in 2 CFR 200 Subpart D are not affected by this limitation unless the terms of the contract provide Subgrantee with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. (See 2 CFR 1500.9.)

14.2. (**Management Fees**) Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges shall not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

#### 14.3. (Equipment Disposition)

- a. Consistent with 2 CFR 200.313, unless instructed otherwise in writing, Subgrantee, if not a state agency, may keep the equipment and continue to use it on the project originally funded under this Agreement or on other federally funded projects whether or not the project continues to be supported by Federal funds.
- b. Per 2 CFR 200.313(b), State agencies may manage and dispose of equipment acquired under this Agreement in accordance with state laws and procedures.

14.4. (**Light Refreshments and/or Meals**) Unless the event(s) and all of its components are described in the approved Project Work Plan, Subgrantee shall obtain prior approval from the Grant Coordinator for the use of grant monies for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). An approval request shall include:

- a. An estimated budget and description of the light refreshments, meals, and/or beverages to be served at the event(s);
- b. A description of the purpose, agenda, location, length and time of the event;

- c. An estimated number of participants in the event and a description of their roles, and
- d. Justification for the time the reception, banquet or similar activities takes place if after normal business hours.

As used herein, light refreshments for morning, afternoon or evening breaks include, but are not limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.

**14.5. (Hotel-Motel Fire Safety)** Pursuant to 15 USC 2225a, all conferences, meetings, conventions or training seminars funded in whole or in part with grant monies shall comply with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). (Subgrantee may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.)

**14.6. (Recycled Materials)**

- a. When submitting paper documents to Ohio EPA, Subgrantee shall use recycled paper and double sided printing. This requirement does not apply to reports prepared on forms supplied by Ohio EPA.
- b. Subgrantees that are state and local institutions of higher education, hospitals and non-profit organization, shall give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.
- c. Subgrantees that are state agencies or agencies of a political subdivision and its subcontractors, if any, shall purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a federal fiscal year or where the quantity of such items acquired in the course of the preceding federal fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2(d), Subgrantee may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price. Subgrantee shall document the decision not to procure such items in writing, to be maintained pursuant to Paragraph 17 of this Agreement.

**ARTICLE IV**

**Accounting / Records / Retention / Access / Audit**

**15. (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards)** This award is subject to applicable requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Parts 200 and 1500.

15.1. **(Separate Accounting)** Subgrantee shall establish and maintain separate accounting records for the management of grant monies awarded under this Agreement, consistent with generally accepted accounting practices and Ohio EPA directives.

16. **(Supporting Records)** Subgrantee shall be responsible for the expenditure of grant monies awarded under this Agreement, and for maintaining adequate supporting records and documentation for such expenditures, consistent with generally accepted accounting practices. Support records and documentation, which shall include contracts, invoices, vouchers and other data as appropriate, shall provide:

- a. An accurate, current and complete accounting of all financial transactions for the project;
- b. Identification of the source and expenditure of grant monies awarded under this Agreement;
- c. Control and accountability for all grant monies awarded under this Agreement, property and other assets and written assurance that grant monies awarded under this Agreement are used solely for the authorized purpose;
- d. A comparison of actual costs versus budgeted amounts;
- e. Procedures for determining allowable, allocable, and reasonable costs;
- f. A systematic method to resolve audit findings and recommendations; and
- g. Procedures to ensure prompt disbursement of grant monies awarded under this Agreement, upon receipt of such monies.

17. **(Record Retention)** Subgrantee shall keep full and complete documentation of all fiscal accounting, and any other record or document required by this Agreement, on file for three (3) years after the Project Closure Date. If any litigation, claim, or audit is instituted before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All fiscal accounting and others records or documents required by this Agreement shall be maintained in a manner allowing such documentation to be readily accessed.

18. **(Access to Records)** During the term of this Agreement and until three (3) years after the Project Closure Date or as extended pursuant to Paragraph 17 of this Agreement, Subgrantee shall provide Ohio EPA and the State of Ohio, their duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine and copy, or if requested, shall submit to Ohio EPA within two (2) weeks following such request, any books, documents, papers and records of Subgrantee involving transactions or other activities related to this Agreement. Subgrantee shall require its subcontractors, if any, to agree to and be bound by, Paragraphs 15 to 20, inclusive, of this Agreement.



19. **(Audit)** Ohio EPA and the State of Ohio, or their duly authorized representatives, shall have the right to audit Subgrantee's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.

20. **(2 CFR Subpart F Audit)**

- a. **(Audit Required)** A non-federal Subgrantee that expends \$750,000 or more during its fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Subpart F.
  - i. **(Single audit)** A non-federal Subgrantee that expends \$750,000 or more during its fiscal year in federal awards shall have a single audit conducted in accordance with 2 CFR 200.514, *Scope of Audit*, except when it elects to have a program-specific audit conducted in accordance with Paragraph 20.a.ii. of this Agreement.
  - ii. **(Program-Specific Audit)** When non-federal Subgrantee expends federal awards under only one federal program (excluding Research and Development) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the Subgrantee, the Subgrantee may elect to have a program-specific audit conducted in accordance with 2 CFR 200.507. A program-specific audit may not be elected for Research and Development unless all of the federal awards expended were received from the same federal agency, or the same federal agency and Ohio EPA, and that federal agency and Ohio EPA approves such audit in advance.
- b. **(Exemption when Federal Awards Expended are Less than \$750,000)** A non-federal Subgrantee that expends less than \$750,000 during its fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503, *Relation to other audit requirements*, but records must be available for review or audit by appropriate officials of U.S EPA, Ohio EPA and the Government Accountability Office.
- c. **(Federally Funded Research and Development Centers (FFRDC))**. A Subgrantee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this Paragraph.
- d. **(Subcontractors)** Payments received for goods or services provided as a subcontractor are not federal awards. 2 CFR 200.330 sets forth the considerations in determining whether payments constitute a federal award or a payment for goods or services provided as a subcontractor.
- e. **(Compliance Responsibility for Subcontractors)** In most cases, the Subgrantee's compliance responsibility for subcontractors is only to ensure that the procurement, receipt, and payment for goods and services comply with federal statutes, regulations, and the terms and conditions of this Agreement. Federal award compliance requirements normally do not pass through to subcontractors. However, Subgrantee is responsible for ensuring compliance for procurement transactions which are structured such that the subcontractor is responsible for program compliance or the subcontractor's records must be reviewed to determine program compliance. Also,

when these procurement transactions relate to a major program, as defined in 2 CFR 200.518, the scope of the audit must include determining whether these transactions comply with federal statutes, regulations, and the terms and conditions of this Agreement.

- f. By June 15 of each year, Subgrantee shall inform Ohio EPA in writing if Subgrantee is not required to perform an audit, as provided Paragraph 20 of this Agreement.
- g. Subgrantee shall Inform Ohio EPA in writing when an audit is conducted under Paragraph 20 of this Agreement and submit to Ohio EPA not later than forty-five (45) days of completion of the audit, all associated documents, including but not necessarily limited to, schedules, findings and questioned costs, and management letters.
- h. Subgrantee shall resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by Ohio EPA or U.S. EPA, and follow up on such findings as directed.

## **ARTICLE V**

### **Reports / Evaluations / Recipient of Fiscal Reports**

21. **(Quarterly Fiscal and Semi Annual Technical Reports)** Subgrantee shall submit the quarterly fiscal and semi -annual technical reports summarizing project activities before the thirtieth (30<sup>th</sup>) day following the quarter or semi annual period, respectively. Subgrantee shall use the most recent reporting format provided by Ohio EPA, which may include online computerized reporting in a program to be determined by Ohio EPA. Failure to submit reports as required will result in delayed processing of payment requests and may constitute grounds for suspension or termination of this Agreement.

22. **(Maintenance of Best Management Practices)** If the installation of best management practices ("BMPs") is funded under this grant, within ninety (90) days after the effective date of this Agreement Subgrantee shall provide the Grant Coordinator with written documentation of:

- a. The anticipated useful life period, in terms of years, of the BMPs implemented pursuant to this Agreement; and
- b. Assurances that the BMPs will remain in place and be maintained throughout the identified anticipated useful life period.

Failure to provide the above BMP documentation within the prescribed period may result in delayed processing of payment requests. BMP installation costs incurred prior to submittal of the above documentation may be ineligible, within the sole discretion of the Grant Coordinator, for reimbursement under this Agreement.

23. **(Workshops)** Subgrantee shall be notified of and shall attend all Ohio EPA 319 workshops scheduled after the Project Start Date.

24. **(Evaluations)**. The Grant Coordinator shall evaluate the project to determine if sufficient progress is being made by examining the performance required under the Project Work Plan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of grant monies necessary to complete the project. After any evaluation, the Grant Coordinator may transmit to the Subgrantee a written evaluation report and may require responses from Subgrantee. If responses are required, Subgrantee shall respond in writing within thirty (30) days of its receipt of the evaluation report. Failure to respond within thirty (30) days may result in delayed processing of payment requests.

25. **(Closing Reports)** Closing fiscal summary and technical reports (together referred to as "Closing Reports") shall describe all fiscal activities and all technical activities and accomplishments covering the term of this Agreement. The Closing Reports shall integrate and add to all previously submitted fiscal and technical reports. Closing Reports shall use the most recent reporting format provided by Ohio EPA and shall be submitted within forty-five (45) days after the Project Closure Date or ninety (90) days before the end of the Federal grant period, whichever is earlier.

26. **(Submittal of Closing Reports)** Notwithstanding any other condition of this Agreement, Closing Reports shall be submitted as hard copy to:

CWA 319 Grants Administrator  
Ohio EPA Division of Surface Water  
P.O. Box 1049  
Columbus, Ohio 43216-1049

26.1. **(Reporting of Total Compensation of Subgrantee's Executives)**

- a. Subgrantee shall report the names and total compensation of each of its five most highly compensated executives for Subgrantee's preceding completed fiscal year, if:
  - i. In Subgrantee's preceding fiscal year, Subgrantee received:
    - a. eighty percent (80%) or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. twenty-five million dollars (\$25,000,000) or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

- b. Subgrantee shall report the executive total compensation described above by the end of the month following the month this Agreement becomes effective. (For example if the Agreement is effective commencing on any date during the month of October of a given year (i.e., between October 1 and 31), Subgrantee must report the compensation information by November 30 of that year.)
- c. As used herein:
  - i. Executive means officers, managing partners, or any other employees in management positions,
  - ii. Total compensation means the cash and noncash dollar value earned by the executive during Subgrantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - a. Salary and bonus,
    - b. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments,
    - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees,
    - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans,
    - e. Above-market earnings on deferred compensation which is not tax-qualified, and
    - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee perquisites or property) for the executive exceeds \$10,000.

## **ARTICLE VI**

### **Suspension / Termination Activities**

**27. (Suspension / Termination by Director)** The Director, by providing written notice to Subgrantee, may immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and/or require total or partial refund of grant monies awarded under this Agreement, including interest which may have accrued on such grant monies, if in the Director's judgment: a) Subgrantee failed to comply with or satisfactorily perform any duty or obligation required by this Agreement; b) Subgrantee has not shown the ability to perform in a satisfactory manner in the future, including but not limited to, failure to

ensure reasonable completion of the project within the project period; c) Subgrantee has not complied with federal or state laws or regulations; d) the effective performance of this Agreement is substantially endangered; e) there is an unavailability of funds from Ohio EPA's funding source, whether an appropriation or otherwise; or f) upon other just cause.

28. **(Cessation of Activities)** Subgrantee, upon receipt of a notice to suspend or terminate this Agreement, shall immediately cease all work under this Agreement, including work undertaken by subcontractors, if any, shall take all necessary and appropriate measures to cease the incurring of debts, and shall, within thirty (30) days of receipt of such suspension or termination notice, submit a written report identifying and detailing the work performed to that date, accomplishments, evaluation of Project Work Plan activities, and such other matters as may be required by the Director.

29. **(Mutual Termination)** Upon mutual written, signed consent of all parties, this Agreement may be terminated, in whole or in part, pursuant to the provisions of said mutual consent. Subgrantee shall submit a request for payment which shall be reviewed pursuant to this Agreement.

30. **(Legal and Equitable Remedies.)** The Director reserves the right to seek any and all other legal and equitable remedies.

## **ARTICLE VII** **General Provisions**

31. **(Quality Assurance Project Plan)** If monitoring and environmental analysis activities are funded under this grant, Subgrantee shall submit a Quality Assurance Project Plan ("QAPP") to the Grant Coordinator within ninety (90) days after the effective date of this Agreement unless an extension request has been submitted by the Subgrantee and approved by the Grant Coordinator. Failure to provide a QAPP within the prescribed period may result in delayed processing of payment requests. Monitoring and analysis activities commenced under this Agreement prior to the submittal and approval of the QAPP by the Grant Coordinator may be ineligible for reimbursement.

32. **(Supersedence/Modification)** This Agreement is the complete agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter herein. Except as otherwise specified in this Agreement, this Agreement, including, but not limited to, the Project Work Plan, may not be modified, amended or supplemented, or rights herein waived, except upon written, signed consent by the parties to this Agreement, provided that any such modification, amendment, supplementation or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon Ohio EPA's authority to enter into agreements. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

33. **(Certification of Funds)** To the extent that this Agreement involves the expenditure of money chargeable to an appropriation, this Agreement and the financial obligations of Ohio EPA hereunder are subject to R.C. 126.07, which provides that contracts (agreements) involving such expenditures are not valid and enforceable unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. The expenditure of funds pursuant to this Agreement is further contingent upon the approval by the Controlling Board, if such approval is required by R.C. §127.16.

34. **(Biennium Limitations)** This Agreement shall expire no later than the last day of the fiscal biennium for which funds have been appropriated to Ohio EPA by the Ohio General Assembly for this project. Unless terminated pursuant to Paragraphs 27 or 29 of this Agreement, this Agreement shall be renewed in each succeeding fiscal biennium in which any balance of sums payable by Ohio EPA under this Agreement remains unpaid, provided that both an appropriation of unpaid funds and the certification required by R.C. 126.07 are made, and provided further that the term of the payments shall not extend beyond the Project Closure Date, unless the parties agree in writing to payments beyond the Project Closure Date.

35. **(Non-assignability)** All of the provisions of this Agreement shall inure to the benefit of and be binding upon, the parties hereto and their respective agents, successors, and assigns; provided neither party may assign any of its respective duties, rights and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, if any, shall operate to release Subgrantee from its liability for the performance of its duties and obligations under this Agreement.

36. **(Subcontract)** Subgrantee shall not subcontract its duties and obligations without the prior written approval of the Grant Coordinator. As used in this Agreement, subcontracting shall include, but not be limited to, lower tier covered transactions and contracting with consultants.

36.1 **(Binding of Subcontractors)** Subgrantee shall bind its subcontractors, if any, to the terms and conditions of this Agreement, and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement.

37. **(Governing Law)** This Agreement and any claims arising out of this Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Subgrantee hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

38. **(Severability)** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

39. **(Subgrantee Liability)** It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. Each party to this Agreement shall seek its own legal representative and bear its own cost, including judgments, in any litigation that may arise from the performance of this Agreement.

40. **(Ohio EPA Liability Limited)** Ohio EPA's liability to Subgrantee for damages, whether in contract or in tort, shall not exceed the total amount of grant monies awarded to date under this Agreement or the amount of direct damages incurred by Subgrantee, whichever is less. Subgrantee's sole and exclusive remedies for Ohio EPA's, an Ohio EPA employee's, or the State's failure to perform under this Agreement shall be as set forth in this Paragraph. In no event shall Ohio EPA, any Ohio EPA employee, or the State of Ohio be liable to Subgrantee for any indirect or consequential incidental, special or punitive damages, including, but not limited to, loss of profits, even if the State, Ohio EPA, or Ohio EPA employees had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Subgrantee shall be liable for any personal injury or damage to real property or tangible personal property, caused by its or its agents, successor's or assign's fault or negligence. Ohio EPA is hereby released from any and all liability for injury received by Subgrantee, its employees, agents, or subcontractors, if any, while performing tasks, duties and obligations set forth in this Agreement.

41. **(Hiring Responsibility)** Subgrantee shall be solely responsible for the hiring of all its employee(s), subcontractors, agent(s), and representative(s), if any. Subgrantee states, ensures, and warrants that all personnel involved in the performance of this Agreement shall be properly qualified, trained, competent, and experienced to perform its duties and obligations required hereunder, and shall be, where applicable, appropriately medically monitored during the activities undertaken. Ohio EPA shall not be required to provide any training to Subgrantee to enable it to perform its duties and obligations required hereunder.

42. **(Non-discrimination)**

- a. Pursuant to R.C. 125.111 and 4112.02, Subgrantee, subcontractors, if any, and any person acting on behalf of Subgrantee or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
- b. Subgrantee further agrees that Subgrantee, subcontractor, if any, and any person acting on behalf of Subgrantee or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, military status, national origin, disability, age, or ancestry.

- c. As required by R.C. 125.111(B), Subgrantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity / Affirmative Action Unit of the Department of Administrative Services. (The form may be completed with an electronic filing through the Ohio Business Gateway, available at <http://business.ohio.gov/>.)

43. **(Compliance)** In the performance of the duties and obligations under this Agreement, Subgrantee shall comply with all applicable:

- a. Ohio Governor Executive Orders;
- b. Ohio Department of Commerce Prevailing Wage Guidelines regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto;
- c. Federal, state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.

43.1. **(Small and Minority Business, and Women's Business Enterprises)**

- a. Subgrantee and subcontractors, if any, shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
  - vi. Requiring that subcontractors, if any, take the affirmative steps listed in this Paragraph;
  - vii. Pursuant to Executive Order No. 2008-12S, Subgrantee and subcontractors, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Agreement; and
  - viii. Pursuant to Executive Order No. 2008-13S, Subgrantee and subcontractors, if any, shall make a good faith effort to purchase goods and services from certified



Minority Business Enterprise (“MBE”) and Encouraging Diversity, Growth and Equity (“EDGE”) program vendors. EDGE program guidance may be viewed online at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertificationUnderstandingEDGE.aspx>

The list of State-certified MBE businesses may be found by accessing the following website: <http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>.

- b. Subgrantee and subcontractors, if any, shall comply with the requirements of 40 CFR Part 33, *Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs*, for procurement activities.

44. **(Smoke-free / Drug-free Workplace)** Subgrantee shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make an ongoing good faith effort to ensure that none of its employees or subcontractors, if any, engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

45. **(Campaign Contributions)** Subgrantee hereby certifies that neither Subgrantee nor any of Subgrantee’s partners, officers, directors, shareholders nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.

45.1. **(Lobbying and Litigation)**

- a. No grant monies shall be used to engage in lobbying of the Federal, State or local Government or in litigation against the United States or State of Ohio.
- b. Subgrantee shall comply with Title 40 CFR Part 34, *New Restrictions on Lobbying and the Byrd Anti-Lobbying Amendment*, (31 U.S.C. 1352).

46. **(Soliciting Donations)** Subgrantee shall not use any grant monies awarded under this Agreement to solicit donations or memberships to Subgrantee's organization.

47. **(Self-Promotion)** Use of or reference to, this Agreement, or the existence thereof, by Subgrantee to promote the business of Subgrantee is prohibited, unless otherwise consented to in writing by the Grant Coordinator.

48. **(Conflicts of Interest and Vendor and Grantee Certification Language)**

- a. In the performance of this Agreement, neither Subgrantee nor its personnel shall, prior to the completion of the duties and obligations of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her duties and obligations with respect to this Agreement.
- b. Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of this Paragraph shall immediately disclose his or her interest to the Grant Coordinator in writing. Thereafter, he or she

shall not participate in any action affecting the work under this Agreement, unless the Grant Coordinator determines that, in light of the personal interest disclosed, participation in any such action would not be contrary to the public interest.

- c. In the performance of this Agreement, Subgrantee shall at all relevant times comply with R.C. 102.04, and ensure that Subgrantee's employee(s), agent(s), representative(s), and/or subcontractors, if any, comply with said Statute.
- d. In the performance of this Agreement, any of the persons enumerated in this Paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the Grant Coordinator in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

48.1. **(U.S. EPA Conflict of Interest Policy)** Subgrantee shall comply with the U.S. EPA Conflict of Interest Policy, last updated on 12/29/2014, available at:  
<http://www.epa.gov/ogd/coi.htm>

49. **(Federal Assurances)** By signing this Agreement, Subgrantee certifies that Subgrantee will:

- a. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance under certain conditions;
- b. Comply with environmental standards which may be prescribed pursuant to the following: (i) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (ii) notification of violating facilities pursuant to Executive Order 11738; (iii) protection of wetlands pursuant to Executive Order 11990; (iv) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (v) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (vi) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*); (vii) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (viii) protection of endangered species under the Endangered Species Act of 1973, as amended (P L. 93-205);
- c. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers systems;
- d. Assist Ohio EPA in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*);

- e. Comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP);
- f. Comply with provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"); and
- g. Comply with the Age Discrimination Act of 1975.

50. **(Procurement)** Subgrantee shall employ its own procurement procedures, provided said procedures comply with applicable federal and state law and regulations or rules.

51. **(Mailing List)** Subgrantee shall include the Grant Coordinator on all project mailing lists and mailings.

52. **(Interest Accrual)**

- a. Subgrantee may deposit grant monies awarded under this Agreement in interest bearing or non-interest bearing accounts. Subgrantee shall document any interest accrued on grant monies awarded under this Agreement, under the federal portion of the quarterly Fiscal Report and fiscal portion of the Closing Reports required under this Agreement.
- b. Any interest accrued on grant monies awarded under this Agreement shall be administered pursuant to 2 CFR 200.305, in that Subgrantee shall promptly, but at least quarterly, remit interest earned on advances to Ohio EPA. The Subgrantee may keep interest amounts up to five hundred dollars (\$500.00) per calendar year for administrative expenses.

53. **(Federal Debarment and Suspension)**

- a. By entering into this Agreement, Subgrantee hereby certifies, affirmatively represents and warrants to Ohio EPA, that Subgrantee and its principals are not excluded or disqualified from entering into covered transactions under 2 CFR Part 180, as implemented and supplemented by 2 CFR Part 1532, and should this certification, representation and warranty be deemed to be false, this Agreement shall be *void ab initio* and any funds paid pursuant to this Agreement shall be immediately repaid to Ohio EPA or an action may be immediately commenced by the State or U.S. Government for recovery of said funds.
- b. Subgrantee shall comply with 2 CFR Part 180 Subpart C, *Responsibilities of Participants Regarding Transactions Doing Business with Other Persons*, as implemented and supplemented by 2 CFR Part 1532. Subgrantee shall be responsible for ensuring that any lower tier covered transaction, as described in 2 CFR Part 180 Subpart B, *Covered Transactions*, includes a term or condition requiring compliance with Subpart C. Subgrantee shall be responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions.

Subgrantee acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or termination of this Agreement or pursuance of legal remedies including but not limited to suspension or debarment.

53.1. **(State Debarment)** Subgrantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or 125.25. If this representation and warranty is found to be false, this Agreement is *void ab initio* and Subgrantee shall immediately repay to Ohio EPA any monies paid under this Agreement.

54. **(Patent or Copyright Infringement)** Subgrantee shall report to the Grant Coordinator promptly and in reasonable written detail, each known notice or claim of patent or copyright infringement on this Agreement. In the event of any claim or suit against the State, on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed hereunder, Subgrantee shall furnish, within thirty (30) days, when requested in writing by the Grant Coordinator, all evidence and information in possession of Subgrantee pertaining to such suit or claim.

55. **(Documents to be Submitted at time of Signature)** Notwithstanding any other provision of this Agreement, at the time Subgrantee signs this Agreement and submits this Agreement to Ohio EPA for signature by the Director, Subgrantee shall submit the following documents:

- a. Subgrantee's Travel and Reimbursement Policy, if in existence;
- b. A copy of a written code of standards of conduct governing the performance of Subgrantees and its employees engaged in the award and administration of contracts.

Agreements submitted without the above documents shall be considered incomplete.

56. **(Cost Incurred in Preparation of the Grant Application and Revisions Thereof)** Cost incurred in the preparation of the grant application and any revisions or modifications thereof are not allowable costs.

57. **(Certification Against Unresolved Findings for Recovery)** Subgrantee represents and warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is deemed to be false, this Agreement shall be *void ab initio* and Subgrantee shall immediately repay to the State any funds paid under this Agreement.

58. **(Certification of Sweatshop-Free Production)** To the extent this Agreement involves the purchase of clothing, Subgrantee and subcontractors, if any, are prohibited from purchasing or arranging for the clothing from any supplier that is not in compliance with applicable laws, including, but not limited to, laws establishing standards for wages, occupational safety and work hours. Further, Subgrantee hereby represents and warrants that it is not using any sweatshop, as described by Executive Order No. 2008-21S, in the production of clothing supplied under this Agreement.

59. **(Headings)** The headings in this Agreement are inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

60. **(Compliance with Executive Order 2011-12K)** Executive Order 2011-12K, signed June 21, 2011, provides that no State Cabinet Agency, Board or Commission shall enter into any contract or agreement which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by Ohio EPA and services provided by Subgrantee and any subcontractors pursuant to this Agreement. By signature affixed to this Agreement, Subgrantee affirms that it has read and understands Executive Order 2011-12K and shall abide by the Executive Order's requirements in the performance of this Agreement and shall not perform, either by itself or by subcontractor, if any, services required under this Agreement outside of the United States. Subgrantee shall disclose to Ohio EPA:

- a. The location(s) where all services are to be performed under this Agreement;
- b. The locations(s) where any state data associated with any of the services to be provided or sought to provide, will be accessed, tested, maintained, backed-up or stored;
- c. Any change in the location of any services being provided under this Agreement; and
- d. The principal business location of Subgrantee and subcontractors, if any. .

61. **(Independent Contractor)** Subgrantee and subcontractors, if any, and their respective agents, servants and employees, shall fulfill the terms of this Agreement as an independent contractor and neither Subgrantee and subcontractors, if any, nor their agents, servants or employees, shall at any time, or for any purpose, be considered as agents, servants or employees of the State of Ohio. Subgrantee acknowledges and agrees any individual providing services under this Agreement is not a public employee for purposes of R. C. Chapter 145. Subgrantee shall be responsible for all of Subgrantee's business expenses related to this Agreement, including, but not limited to, computers, internet access, software, phone services and office space, and shall also be responsible for the required licenses, permits, employees' wages and salaries, benefits, including fringes, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any

62. **(Compliance with 2 CFR. Part. 200, Appendix. II)** Subgrantee shall comply with Appendix II to 2 CFR Part 200, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, which Appendix is attached hereto.

63. **(Trafficking in Persons)**

- a. Subgrantee and its employees shall not:
  - i. Engage in severe forms of trafficking in persons,

- ii. Procure a commercial sex act; or
  - iii. Use forced labor in the performance of this Agreement.
- b. Subgrantee shall inform the Grant Coordinator immediately of any information received from any source alleging a violation of this Paragraph.
- c. As used herein:
- i. Employee means either:
    - a. an individual employed by Subgrantee who is engaged in the performance of the project or
    - b. another person engaged in the performance of the project and not compensated by Subgrantee, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - ii. Forced labor means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - iii. Severe forms of trafficking in persons means:
    - a. sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
    - b. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**64. (Incorporation by Reference and as May be Amended)** All documents attached hereto or to which compliance shall be achieved by the Subgrantee and subcontractors, if any, are hereby incorporated by reference as if fully rewritten herein and compliance is to be achieved with such document as may be amended.

**By** signing below, Subgrantee assures and certifies that the specific information detailed in this Agreement, including the Project Work Plan contained in the Grant Application, is current, accurate and complete, and that Subgrantee has the legal authority to apply for State and Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in the Project Work Plan.

**By** signing below, Subgrantee further assures and certifies that Subgrantee has been advised of the requirements imposed upon Subgrantee by federal and state laws, regulations, rules and the provisions of this Agreement, as well as any supplemental requirements imposed by Ohio EPA.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

\_\_\_\_\_  
(Subgrantee's Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Craig W. Butler, Director  
Ohio Environmental Protection Agency

\_\_\_\_\_  
Date

## APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction,



completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

**APPENDIX A-Project Deliverables**  
**City of Gahanna**  
 Farm Creek Subdivision Green Street Demonstration Project  
 15(h)EPA-09

Objectives	Deliverables	Deliverable Units	Description
<b>Stormwater Management Demonstration Practices</b>	Publish RFPs	2 RFPs	Successful completion of this project will implement a street infiltration retrofit/demonstration project in the Farm Creek subdivision, as part of the City of Gahanna's comprehensive plan to reduce channel erosion in the watershed.
	Execute Planning or Design Contracts	1 Contract	
	Develop Project Plans or Design Document	1 Plan	
	Execute Construction Contract(s)	1 Contract	
	Install Permeable Pavement	2,000 square feet	
	Other: Construct Sub-grade Detention Storage/Infiltration	10,400 cubic feet	
	Other: Install Outlet Control Structure	1 Each	
	Other: Install Sediment Trap Catch Basins	4 Each	
	<b>Education &amp; Outreach</b>	Develop Project Fact Sheets	
Develop Press Releases		1 Press Release	
Create/Maintain Websites		1 Website	
Install Project Signs		1 Sign	
Submit semi-annual Technical Reports Submit quarterly Fiscal Reports Submit closing Fiscal Report Submit closing Technical Report		6 Reports 12 Reports 1 Report 1 Report	Submit required reports to Ohio EPA at specified intervals
<b>Project Reporting</b>			

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**APPENDIX B-Approved Budget**

**City of Gahanna**

Farm Creek Subdivision Green Street Demonstration Project  
15(h)EPA-09

**Budget Form Worksheets**

Category	Category Totals
Personnel	\$0
Fringe	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Contractual	\$277,900
Other	\$0
Cost Share	\$0
Indirect	\$0
<b>Total</b>	<b>\$277,900</b>

**Budget By Funding Source**

Category	State	Local	Category Totals
Personnel	\$0	\$0	\$0
Fringe	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$166,700	\$111,200	\$277,900
Other	\$0	\$0	\$0
Cost Share	\$0	\$0	\$0
Indirect	\$0	\$0	\$0
<b>Total</b>	<b>\$166,700</b>	<b>\$111,200</b>	<b>\$277,900</b>

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**APPENDIX B-Approved Budget**

**City of Gahanna**

Farm Creek Subdivision Green Street Demonstration  
15(h)EPA-09

**Contract List Subform**

	<b>Amount</b>	<b>Justification</b>
1	\$14,000.00	Costs associated with hiring a qualified firm to complete approximately 100 hours of necessary modeling at approximately \$140/hour. Costs include soil investigation, hydraulic modeling and technical services.
2	\$29,000.00	Costs associated with hiring a qualified firm to provide approximately 290 hours of project design and engineering services at approximately \$100/hour.
3	\$8,500.00	Costs associated with hiring a qualified engineering consultant to provide approximately 85 hours of bidding services at approximately \$100/hour. Costs include services to prepare contract forms and administer bidding process for construction.
4	\$20,600.00	Costs associated with hiring a qualified consultant for approximately 244 hours of construction administration and inspection services at approximately \$85/hour.
5	\$205,800.00	Costs associated with hiring a qualified contractor to implement project design of green infrastructure demonstration project. Costs include installing 10,400 square feet of permeable pavement, 1 outlet control structure, 4 sediment trap catch basins and constructing 10,400 cubic feet of sub-grade detention storage/infiltration.
	<b>\$277,900.00</b>	<b>SUBTOTAL</b>

\*Compliance with Phase II stormwater regulations may be necessary during project implementation. Be advised that federal guidelines require that no 319 grant or local matching funds may be used to pay for Stormwater Phase II compliance.

# Match Commitment Form

A match commitment form must be completed for EACH organization that is committing any form of local match to the proposed project. Local match becomes "federalized" upon awarding of a grant and are required to meet all Section 319 grant limitations and accounting guidelines.


<b>Project Title</b>	<b>Farm Creek Subdivision Green Street Demonstration Project</b>
<b>Project Sponsor</b>	<b>City of Gahanna</b>
<b>Street Address</b> <b>City, State, Zip</b>	<b>200 South Hamilton Road</b> <b>Gahanna, OH 43230</b>
<b>Telephone</b>	<b>(614) 342-4000</b>

<b>CASH MATCH PROVIDED:</b> Cash Match must be deposited directly into the grant account for exclusive use of the project sponsor to complete the project.	<b>N/A</b>
<b>IN-KIND SERVICES PROVIDED:</b> All match other than cash	<b>\$111,200.00</b>
<b>TOTAL MATCH VALUE</b>	<b>\$111,200.00</b>

THIS FORM SHOULD BE USED ONLY FOR MATCH BEING PROVIDED BY THE GRANT SPONSOR/APPLICANT. USE THE OTHER LOCAL MATCH FORM FOR MATCH PROVIDED BY OTHER PROJECT PARTNERS.

Budget Category	AMOUNT	Description
Personnel		
Fringe Benefits		
Travel		
Equipment		
Supplies		
Subcontract	\$111,200.00	See Match Justification and Subcontract Worksheet
Other		
Cost-Share		
Indirect (only available if you have a previously negotiated federal indirect rate)		
<b>TOTAL</b>	<b>\$111,200.00</b>	

"I certify that that no federal funds (or employees paid with federal funds) are being used to match Section 319 monies."

<b>Name &amp; Title of Authorized Individual</b>	<b>Brian Larick, Acting Mayor</b>
<b>Authorized Signature</b>	

**ATTACHMENT**

**GRANT  
APPLICATION**

**(or applicable portions)**

Ohio Environmental Protection Agency  
Section 319(h) Nonpoint Source Program Grant Application

**FFY 2015 Section 319(h) Nonpoint Source Project Grants**

**Part One – Sponsor Information & Project Overview**

**PROJECT SPONSOR INFORMATION**

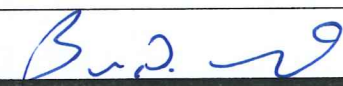
<b>SPONSORING ORGANIZATION</b>		City of Gahanna	
<b>Mailing Address</b>		200 South Hamilton Road	
<b>City, State, Zip Code</b>		Gahanna, Ohio 43230	
<b>Telephone Number</b>		(614) 342-4000	<b>FAX</b> (614) 342-4100
<b>CONGRESSIONAL DISTRICT (OH)</b>	12	<b>DUN &amp; BRADSTREET (DUNS) 9-digit Number</b>	079440335
<b>Federal Tax Identification #</b>		31-6400492	
<b>PROJECT REPRESENTATIVE Telephone</b>		Jeff Feltz, E.I., Water Resources Engineer	
<b>Fax</b>		(614) 342-4005	
<b>E-mail Address</b>		Jeff.Feltz@Gahanna.gov	

**PROJECT TITLE & FUNDING** *In the spaces below, include the title of your project, funding and start and completion date.*

**TITLE: Farm Creek Subdivision Green Street Demonstration Project**

<b>Total 319 Funds Requested</b>	\$166,700.00	<b>Total Local Match</b>	\$111,200.00
<b>Has the sponsor received any previous Section 319 Grants?</b>		<b>NO</b>	<b>YES</b> <input checked="" type="checkbox"/>
<b>Project Site County</b>	Franklin	<b>Project Site Township</b>	City of Gahanna
<b>Estimated Project START date</b>	March 2015	<b>COMPLETION date</b>	December 2016

**SPONSOR AUTHORIZATION** *To the best of my knowledge and belief, all data and information contained in this project application are true, current and correct. This application package is duly authorized by the following governing body*

<b>Name &amp; Title of Authorized Individual</b>	Brian Larick, Acting Mayor	
<b>Authorized Individual Signature</b>		<b>Date</b> 7/23/14

Lmm



## PROJECT TYPE

Characterize your project using the following general categories. If proposing more than one project type (e.g., stream restoration and agricultural BMP projects), select each category that applies.

Stream Restoration or Dam Removal

Stormwater Demonstration Project

Streambank Stabilization

Inland Lake Mgmt. and Restoration

Streambank or Riparian Restoration

Agricultural Focused BMP Project

High Quality Waters Project

Acid Mine Drainage Abatement

## PROJECT WATERSHED

WATERSHED NAME  <i>Proposed project site(s) MUST be within the boundaries of a watershed that has either an approved TMDL or state endorsed watershed action plan.</i>	USGS Hydrologic Unit Code  Please use new 12 digit HUC or old 14 digit HUC	Does this watershed have an endorsed watershed action plan or a completed TMDL?			
		Watershed Action Plan <sup>1</sup>		TMDL <sup>2</sup>	
		YES	NO	YES	NO
Rocky Fork	050600011501	✓	Ineligible	✓	Ineligible
			Ineligible		Ineligible
			Ineligible		Ineligible

1. Rocky Fork Watershed Action Plan & Inventory (Friends of Big Walnut Creek & Tributaries and Mid-Ohio Regional Planning Commission, June 2009)
2. Total Maximum Daily Loads for the Big Walnut Creek Watershed (Ohio EPA, August 19, 2005)



**Section 319(h) Subgrant Application Checklist:**

Your Section 319(h) project subgrant application will consist of a variety of completed forms and project narratives. Prior to completing and submitting your completed application, please review the following checklist carefully. It contains a listing of ALL items that are required when submitting an application for Section 319 subgrant funding.

REQUIRED FORMS AND ITEMS <span style="float: right; font-size: 2em;">✓</span>	
<b>Part ONE:</b> Section 319 subgrant <b>Application Cover Sheet</b> and Project Sponsor and Contact Information	✓
<b>Part TWO:</b> Section 319 Subgrant <b>Detailed Project Workplan Narrative</b> that provides sufficient narrative details on the “who, what, where, when and how” of your project. A separate narrative must be completed for each type of project requested in your subgrant application.	✓
<b>Part TWO:</b> Complete the <b>Estimated Load Reduction Table</b> . Included in the workplan narrative section of the application.	✓
<b>Part THREE (A): Project Deliverables Worksheet.</b> Select, complete and attach the Deliverables Worksheet(s) that most closely aligns with the type(s) of project you are proposing. <u>Worksheets that do NOT apply to your project(s) should be discarded and NOT included in your final application package.</u>	✓
<b>Part THREE (B): Project Specific Outreach Deliverables Worksheet.</b> <b>ALL</b> Section 319 Subgrant applicants <b>MUST</b> include a completed <b>Project Specific Outreach Deliverable Worksheet</b> .	✓
<b>Part FOUR (A): Project Grant Budget.</b> <b>ALL</b> Section 319 subgrant applicants must include a completed detailed grant budget. If requesting more than one project in the same application, a separate budget must be completed for <b>EACH</b> project included in your application.	✓
<b>Part FOUR (B): Personnel Roster Worksheet.</b> <b>ALL</b> applicants requesting Section 319 grant funding to support personnel costs <b>MUST</b> complete and attach a <b>Personnel Roster Worksheet</b> .	N/A
<b>Part FOUR (C): Sub-Contractual Worksheet.</b> <b>ALL</b> applicants proposing to sub-contract any or all of the activities associated with their project to a third-party <b>MUST</b> complete and attach a <b>Sub-Contractual Worksheet</b> .	✓

## **Part Two: Section 319 Grant Project Work Plan**

In this section of the Section 319 grant application, you are telling Ohio EPA what you intend to do with grant funding—please be thorough. Provide a detailed description of the proposed project, including all specific actions that will be conducted to ensure that it is successfully implemented. At a minimum, be sure to include the “who, what, where, when, and how” the project will be completed.

**In general, ALL project work plan narratives should include the following:**

- A statement identifying the nonpoint source pollution and/or problem(s) that your project is designed to address. Please include estimated pollutant load reduction estimates that will result from your project. Load reduction estimates should be calculated for nitrogen, phosphorus and sediment. Information and assistance with load reduction estimates may be obtained from the Ohio Department of Natural Resources, Division of Soil and Water Resources.
- A detailed description of the project site, including location, environmental conditions, accessibility, ownership, etc.
- Any relevant maps such as USGS quadrangle maps etc.
- A project schedule and timeline that describes and/or illustrates the sequence of events that will be completed in order to ensure project success.
- If subcontracting is involved, a description of the system that will be used to select subcontractors and how inspections will be completed to insure that work is properly completed by subcontractors.
- A listing of all “activities” that will be completed, including intermediate deliverables such as design documents, permit applications, contracts, etc.
- A description of project partners, if applicable. Who will be doing what parts of the project?
- Relevant project photos that identify the “before” condition of the project site.
- Drawings and/or design documents that depict what the project site will look like “after” project completion. (if available).
- If applicable, a description of any tools that will be used to permanently protect a restored project site (such as easements, etc.).
- A description of the required public information and education activities that will be completed to inform the public about the project.
- A description of how the success of your project will be measured.

**If your project will include cost-share practices such as an Agricultural BMP, you need to be sure that the following is also included (in sufficient detail) in your application:**

- Method(s) for identifying areas of known problems
- Method(s) for focusing practices in specific problem areas.
- Maximum amount and percentage of cost-share for each practice
- Process for prioritizing cost-share participants
- Process for certifying satisfactory installation PRIOR to making payment to landowner
- Method for insuring that Agricultural BMPs will be maintained properly (Inspection, Operation and Maintenance Agreements, etc.).

Applicants should be sure to include ANY pertinent information that will help Ohio EPA grant reviewers to better understand what you are proposing to accomplish if Section 319 Grant Funds are awarded to your organization.

## Part Two: Detailed Project Work Plan

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however please try to limit it to no more than four pages in length.

### PROJECT TITLE

**Farm Creek Subdivision Green Street Demonstration Project**

### IMPLEMENTING AGENCY

**City of Gahanna**

#### Environmental Benefits of Project

Choose **ONLY ONE** of the following that best characterizes the environmental benefit most likely resulting if the proposed project is implemented successfully.

<input type="checkbox"/>	Project designed to <b>ELIMINATE</b> impairments
<input type="checkbox"/>	Project designed to <b>RESTORE</b> impaired waters
<input checked="" type="checkbox"/>	Project designed to <b>REDUCE</b> NPS pollution
<input type="checkbox"/>	Project <b>PREVENTS</b> NPS pollution.
<input type="checkbox"/>	Other: Specify

#### Causes of Impairment Addressed

Choose **ONLY ONE** of the following that best characterizes the **CAUSE** of impairment that will be most directly addressed if the proposed project is successfully implemented

<input type="checkbox"/>	Project addresses habitat or hydromodification impairments.
<input checked="" type="checkbox"/>	Project addresses silt and/or sediment impairments.
<input type="checkbox"/>	Project addresses nutrient-caused impairments
<input type="checkbox"/>	Project addresses impairments caused by acid mine drainage.
<input type="checkbox"/>	Project addresses impairments caused by other NPS sources (specify):

### LOAD REDUCTION ESTIMATES

USEPA requires all Section 319 grant (and sub-grant) recipients to report NPS load reductions that occur as a result of grant funded implementation projects. Provide load reduction estimates for the applicable pollutants listed below (that will be addressed by your project), using only the units of measurement provided (where listed). If you need assistance calculating load reductions, the Division of Soil & Water Conservation (614-265-6610) OR the ODNR-Division of Mineral Resources Management (614-265-6633) may be able to help. This section should not be left blank—if you are unable to calculate load reduction estimates contact Rick Wilson in our NPS Program at Ohio EPA at 614-644-2032.

Nitrogen (pounds/year)	---	Metals (pounds/year)	---
Phosphorus (pounds/year)	---	Acid (pounds/year)	---
Sediment (tons/year)	0.83 ton	Iron Loadings (pounds/year)	---

## Part Two: Detailed Project Work Plan

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. *(Additional pages may be used if needed)*

The City of Gahanna proposes to install a stormwater demonstration project in the Farm Creek subdivision, located south of Havens Corners Rd. and east of South Hamilton Rd. in the City of Gahanna, Franklin County, Ohio (Exhibits 1-3). Souder Ditch, a tributary of Rocky Fork (HUC 050600011501) flows through this neighborhood. The subdivision is a 231-acre sewershed and is comprised of single-family residential homes on 0.25-acre lots. All runoff within the subdivision is conveyed to the curb and gutter system and discharges to Souder Ditch. The Souder Ditch watershed has been identified by the City of Gahanna as a priority for stormwater peak flow reduction and nonpoint source pollution improvements in order to address severe sedimentation and stream bank erosion along Souder Ditch. Accordingly, the City is requesting grant funding to implement a street infiltration retrofit/demonstration project, as part of its comprehensive plan to reduce channel erosion in the watershed.

### WATERSHED CONDITIONS

The 650-acre Souder Ditch sub-basin is located within a rapidly urbanizing area. Souder Ditch flows east to west from its headwaters in Jefferson Township towards the confluence with Rocky Fork. The upper reaches of the subwatershed are low density development with relatively high percentages of open space, including Gahanna Woods Park and the Jefferson Golf & Country Club. But the lower reaches are entirely high density residential developments such as Farm Creek.

Development and build-out of the area has led to water quality impairments, as identified in the *Total Maximum Daily Loads (TMDL) for the Big Walnut Creek Watershed* (Ohio EPA, 2005) and the *Rocky Fork Creek Watershed Action Plan (WAP) & Inventory* (Friends of Big Walnut Creek & Tributaries and MORPC, 2009). At the confluence with Souder Ditch (RM 1.85), Rocky Fork has an Aquatic Life Use Designation of Exceptional Warmwater Habitat (EWH). However, based on data collected in 2000, Rocky Fork is in partial attainment of EWH criteria. The TMDL states that Rocky Fork "was impacted primarily from runoff and siltation from increasing land development in the basin..."

Due to the heavy urbanization of the watershed, Souder Ditch within the Farm Creek subdivision exhibits extremely "flashy" high-energy storm events that scour the stream banks. Consequently, the stream banks are severely eroding, which is actively contributing sediment to the waterway, increasing nutrient loading and adversely impacting the limited riparian corridor. In the vicinity of Ashley Court and Ashmead Drive, the channel is actively migrating, threatening to undermine adjacent residential properties. These conditions were evaluated by the Franklin Soil & Water Conservation District (SWCD) in 2006, and further investigated in 2009 as part of the *Clotts/Souder Ditch Channel Analysis* completed by the Franklin SWCD as part of the WAP. This analysis concluded that "storage of runoff is a key component of any potential reduction of channel erosional forces" in Souder Ditch. However, Franklin SWCD noted that limited stormwater storage solutions are available due to the existing build out of the watershed.

In accordance with the findings and recommendations of the WAP, the City has undertaken a series of measures to address the erosion and high pollutant loads in Souder Ditch. The first of these was the Gahanna Woods Detention Basin, which was completed in 2013 with funding from the Ohio Surface Water Improvement Fund (SWIF). This three-stage wetland pond, located in Gahanna Woods Park, serves to reduce peak flows from upstream development and reduce the pollutant load in Souder Ditch.

While the Gahanna Woods Basin is intended to address upstream peak flows, the City desires to do more to mitigate the impact of impervious cover within the downstream reaches of the watershed. Thus, in 2011 the City began planning for the application of a street infiltration technique in the Farm Creek

subdivision. The Farmwood Place Pilot Street Infiltration Project, which was completed in 2013, is the basis for the proposed demonstration project, as discussed further below.

## DESIGN CONCEPT

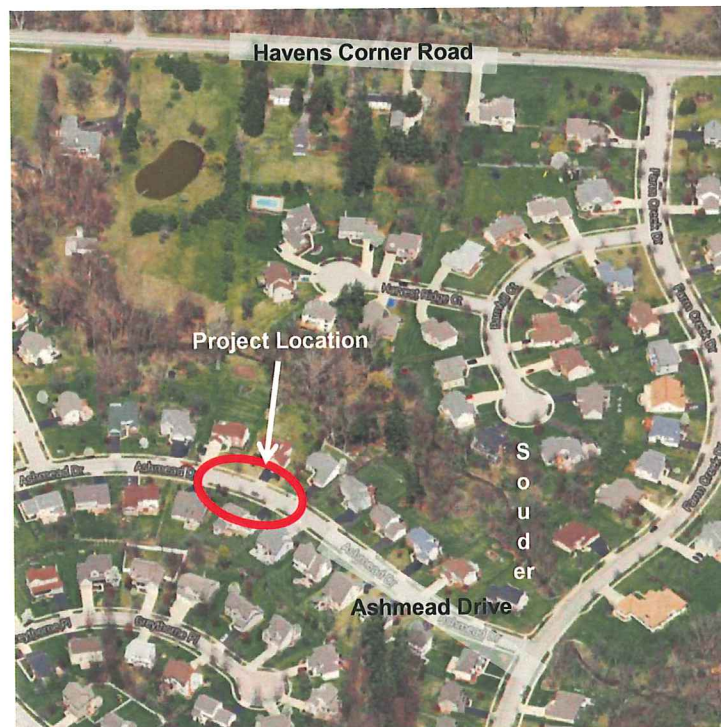
### Background

The City has chosen the Farm Creek subdivision for a series of green infrastructure (GI) demonstration projects due to its strategic location within the Souder Ditch watershed. The location of the City's inaugural GI demonstration project on Farmwood Place was chosen due to the small localized drainage area. The project includes a band of permeable pavement adjacent to the curb line and an extended stone base (sub-grade) beneath the roadway surface for purposes of providing both water quality treatment and stormwater detention volume. The City collected pre-project flow monitoring data and has also been monitoring the storm outfall since the project was completed to determine the beneficial impacts of the improvements. They have also been closely inspecting the permeable pavement over the past year to determine and carry-out the required maintenance. The project has been deemed a complete success with minimal maintenance required. The results of the monitoring effort are pending.

### Proposed Project Description

Based on this past success, the City has chosen to expand implementation of a pilot project to a location with a larger tributary area and a different storm system configuration. Where the initial project along Farmwood Place intercepted only surface runoff from the areas immediately surrounding the cul-de-sac, the proposed project will intercept and treat both surface runoff and flow conveyed in the existing storm sewer system. The proposed project will also provide the City a structural mechanism to control flow that is released to the stream channel from this location, thereby optimizing the performance of the GI application based on the actual rainfall conditions in the area.

The City has selected a location along Ashmead Drive for the second GI demonstration project. Ashmead Drive is a typical 26-foot wide residential street, which runs roughly parallel to Souder Ditch between Carway Boulevard and Farm Creek Drive (refer to figure at right). The location of the proposed project and the Farmwood Place projects are both shown on Exhibit 3. Ashmead Drive was constructed in 1994-1995



and consists of a 3-inch asphalt layer on top of a 7-inch concrete base with a separate curb and gutter, which conveys runoff directly to the Souder Ditch via an 18-inch diameter storm sewer outfall. The proposed project will be located along 200 linear feet within the low spot (sump) of the roadway. The total tributary area to this outfall is 8.0 acres, as delineated on Exhibit 4. This tributary area is comprised of medium density residential land use including all or portions of 30 individual subdivision lots. Photographs of the existing street corridor where the proposed project will be located are provided in Appendix A.

Exhibits 5 and 6 depict the major components of the proposed GI project along Ashmead Drive, which are explained in more detail below. In general, the proposed design will involve removal of the existing

pavement and installation of a subgrade infiltration bed of stone aggregate beneath a combination of permeable and traditional pavement. This aggregate layer will provide detention storage volume for peak flow rate control and promote infiltration (exfiltration) to the surrounding native soils. The permeable pavement and aggregate layer will also provide water quality treatment for runoff from the tributary area.

**Outfall Flow Control Structure:** This will be a manhole structure constructed along the existing 18-inch diameter storm sewer which will include an Agri-drain insert consisting of a weir wall with a low-flow orifice sized to control (reduce) the peak flow rate to the outfall at Souder Ditch. The reduced outlet capacity will force flow from larger rainfall events to 'back-up' into the infiltration and storage components of the GI application within Ashmead Drive (described below). The Agri-drain insert will also include stop logs that will allow the City to adjust and optimize the amount of GI storage that is used. For the purpose of the pollutant load reduction calculations described herein, it is assumed that this outlet configuration will allow no more than 20% of the total flow from the tributary area to by-pass the GI feature.

**Permeable Pavement:** The existing curb and gutter will be replaced by a conventional curb and 2.5-foot wide extended gutter constructed of concrete permeable pavers. The pavers will be installed along both sides of the street for the 200-foot project length. To address maintenance concerns, sediment trap catch basins will be installed upstream of the permeable pavement to capture material that would otherwise present a clogging risk. These catch basins include overflow pipes that will carry the intercepted runoff directly into the stone sub-grade layer for purposes of water quality treatment and detention (peak flow reduction). Normally, this approach would pose a risk of clogging of the sub-grade material. However, that risk has been mitigated by incorporating stormwater infiltration chambers within the underground stone storage, as described below and depicted on Exhibit 6. For the purpose of the load reduction calculations presented herein, it is estimated that the permeable pavement will receive runoff from approximately 20% of the total tributary area (1.6 acres). The remaining portion of the total area (6.4 acres) is referred to as the storm sewer flow area and is treated in the subgrade portion of the GI feature, described below.

**Stone Aggregate Sub-grade:** High-porosity road base material will be placed beneath the roadway where permeable pavement is being proposed. The average depth of the stone sub-grade will be approximately four feet and will include stormwater infiltration chambers (i.e., StormTech or equal) which will increase the total detention storage volume and improve the water quality treatment capability by allowing the project to capture the flow from the sediment basin structures. The design of the stormwater infiltration chambers will include an 'isolator row' to promote the capture and confinement of solids within a portion of the system where there is easy access for maintenance purposes. For the load reduction calculations presented herein, it is assumed that stormwater runoff equivalent to approximately 10% of the storm sewer flow area will exfiltrate into the surrounding native soils. All other flow captured in the sub-grade material will receive water quality treatment typically associated with extended detention and the inherent water quality capabilities of the stormwater infiltration chambers.

Based on preliminary calculations, the estimated detention storage volume within the proposed GI feature is 0.25 acre-feet, which is significant relative to the 8.0-acre watershed. The design of the stone sub-grade layer will extend up to 12-inches beneath the embedded stormwater infiltration chambers, including a 6-inch deep sump beneath the underdrain to promote the exfiltration process. The final design will be based on an estimate of soil permeability, which will lead to refinements in the height of the underdrain. The existing catch basins within the sump area will be maintained as part of this improvement to capture excessive rainfall events which would otherwise overwhelm the GI feature and lead to localized flooding.

## **LOAD REDUCTION CALCULATIONS**

The City anticipates obtaining significant peak flow and pollutant load reductions from the proposed project. According to ODNR, pervious pavement systems "perform well in reducing the annual load of suspended solids, metals and hydrocarbons in runoff, and significantly reduce runoff volumes and peak flow rates. Pervious pavements filter solids in the pavement layer and may completely remove them in the matrix of the sub-pavement layers..." (*Rainwater and Land Development Manual*, 2006). Per ODNR,

pervious pavements are anticipated to provide runoff volume reduction, significant peak flow attenuation, 80% or greater infiltration of suspended solids, as well as good thermal attenuation. As the majority of these benefits are achieved through infiltration through the subgrade layer and underlying soils, the City anticipates that similar benefits will be provided by the proposed GI approach described previously.

For the purpose of calculating potential pollutant load reduction for the proposed project, we relied on the *Urban Runoff BMP Load Reduction Worksheet* to evaluate the effectiveness of each separate project component. The results of this analysis, including the load reduction factors derived from the worksheets, are presented in Table 1. The information presented in the table is specific to Total Suspended Solids (TSS) which is the pollutant most accounted for in the WAP and TMDL. The impact of any BMP toward reducing TSS is generally indicative of how effective it will be in reducing other common pollutants.

The calculation of pollutant load reduction recognizes the potential for some portion of the runoff to bypass the GI application, which is a realistic design assumption. The 'total tributary area' referenced in the table is the entire 8 acres to the outfall, while the storm sewer area is 6.4 acres and represents the portion of the entire tributary area that will be intercepted by the existing storm sewer system (and bypasses the permeable pavement). The distribution of treated area among the various components of the GI application are likely to change as part of the final design process; however the resulting estimated reduction in TSS of 68% is not expected to decrease. Although this result does not achieve the 80% load reduction expected with most new development projects, it is significantly higher than the standard for re-development projects and is a significant achievement for a retrofit project such as this one.

**Table 1. Summary of Pollutant Load Reduction Calculations**

Runoff Area		Calculated Pollutant Load Reduction – TSS (lbs/year)		
Description	By-pass/Treated Area (Ac.)	Before <sup>5</sup>	Load Reduction Factor	After <sup>5</sup>
To Permeable Pavement	1.6 <sup>1</sup>	494	90%	49
By-pass to Outfall	1.28 <sup>2</sup>	396	0%	396
Infiltration Device	0.64 <sup>3</sup>	198	94%	12
Infiltration Basin	4.48 <sup>4</sup>	1,384	75%	346
<b>TOTALS =</b>	<b>8.0</b>	<b>2,472</b>	<b>Average = 68%</b>	<b>803</b>

<sup>1</sup> 20% of the total tributary area: surface runoff area to be treated by permeable pavement (modeled as 'porous pavement' in the *Urban Runoff BMP Load Reduction Worksheet*)

<sup>2</sup> 20% of the storm sewer area which will bypass the GI feature (no water quality treatment)

<sup>3</sup> 10% of the storm sewer area which will exfiltrate into the native soils surrounding the GI feature (modeled as 'infiltration device' in the *Urban Runoff BMP Load Reduction Worksheet*)

<sup>4</sup> 70% of the storm sewer area which will be filtered through the underground GI feature (modeled as 'infiltration basin' in the *Urban Runoff BMP Load Reduction Worksheet*)

<sup>5</sup> Results from the *Urban Runoff BMP Load Reduction Worksheet*

More importantly, and not directly accounted for in the calculation of pollutant load reduction, is the benefit to the downstream receiving channel which is one of the primary drivers for the project. The detention storage volume embedded within the GI application will reduce the volume and peak rate of flow within Souder Ditch, which has experienced significant impairments related to channel instability (i.e., erosion of the bed and bank). No single GI project can mitigate the long-term impacts of urban hydrology on the stream channel, but the City's plan for multiple strategic demonstration projects will directly address this issue and ultimately reduce the single greatest source of sediment loading within the watershed, with benefits that extend to Rocky Fork and Big Walnut Creek.

## PROJECT SUCCESS AND MONITORING

The City's commitment to addressing impairments in Souder Ditch includes a commitment to long-term monitoring of the hydrologic impacts of the GI projects. Through this process there will be an increased understanding of how these project perform under actual rainfall conditions which will be used to not only assess the effectiveness of current projects but to also evaluate their transferability to future projects. The



City's eventual goal is to implement distributed GI practices to reduce stormwater runoff volume and peak flow rates throughout the watershed.

The success of the proposed demonstration project will be determined through (1) post-construction inspections to ensure that construction was carried out correctly and (2) pre- and post-construction flow monitoring. The scope of monitoring for the proposed project will include installation of a flow meter at the storm sewer discharge point for the project area for a period of up to four months pre-construction and up to four months post-construction. The meters will be inspected and flow data will be downloaded on a weekly basis during the monitoring periods. The flow data collected, along with local rainfall data, will be used to compare the peak flow versus rainfall totals before and after construction of the GI demonstration projects and estimated load reductions will be calculated. The monitoring results will be summarized and shared with Ohio EPA. The City acknowledges that monitoring is not an allowable expense, and commits to completing the proposed monitoring separate from the grant project. For this reason, the procurement and delivery of flow monitoring data is listed on the Sub-contractor Worksheet without an assigned cost.

### **LONG-TERM OPERATION AND MAINTENANCE**

The design concept for this proposed GI application is intended capitalize on the key attributes of the permeable pavement system and underground storage, while also minimizing costs associated with long-term operation and maintenance. By eliminating permeable pavers from the driving lanes, there is less chance for wear and tear associated with constant vehicular loading and snow plowing. The proposed sediment trap structures also reduce the risk of clogging and the frequency of maintenance for the paver system. The stormwater infiltration chambers, with the designed isolator row, significantly reduce the risk of losing porosity within the stone aggregate sub-grade which would then impede long-term effectiveness of the GI application in terms of both water quality treatment and detention storage volume. In summary, the proposed GI application adequately accounts for the foreseeable maintenance issues and optimizes the performance of the application, while minimizing the risk of the City incurring significant future maintenance or replacement costs. The City has the trained personnel and equipment necessary to inspect and effectively maintain the GI demonstration projects on the schedule defined below.

- ✓ Street sweeping every other month during the warm season (3-4 times per year).
- Scheduled inspection at least two times per year.
- Clean out of sediment trap catch basins via vacuum truck at least four times per year.
- Jet-vac the isolator row portion of the underground infiltration chambers up to two times a year.
- Monitor and adjust the stop logs in the outflow control structure to optimize performance.

During the scheduled inspections, City personnel will ensure that the permeable pavers and sediment traps are clear and the tree lawns and planted areas adjacent to the project are well maintained. All litter and debris will be removed, and any corrective actions will be scheduled and then implemented.

### **EDUCATION AND OUTREACH PLAN**

The City of Gahanna will provide education and outreach related to the project through a variety of efforts. A project fact sheet will be sent to local residents and watershed groups prior to construction to increase awareness and understanding of the project and its importance to the watershed. Information related to the project will also be provided on the City of Gahanna's website ([www.gahanna.gov](http://www.gahanna.gov)) and the project will be featured in the City's ThisWeek community newspaper. The City also plans to install signage within the Farm Creek subdivision at the culvert carrying Farm Creek Drive over Souder Ditch. This sign will provide a link to the website where interested parties can learn more about projects in the watershed.

In addition, the Franklin SWCD will provide education opportunities as a subcontractor to the City of Gahanna in conjunction with other ongoing outreach. Franklin SWCD will complete two articles and factsheets related to the GI demonstration project before and after construction. They will also discuss the project as part of their educational programs in the Gahanna City Schools that focus on the Rocky Fork

watershed and the importance of protecting streams and implementing buffers and stormwater solutions to ensure that the integrity of local streams are preserved. Letters of support from Franklin SWCD, as well as Friends of Big Walnut Creek & Tributaries, are included in Appendix B.

### ESTIMATED PROJECT TIMELINE

An estimated project timeline is provided below. The specific project schedule will be contingent upon the timing of the grant award and mitigating weather conditions.

**Table 2. Estimated Project Timeline**

Task	Estimated Timeframe
Grant award notification*	January 2015
Grant agreement executed	March 2015
Engineering RFP/RFQ process	April – May 2015
Pre-construction monitoring	April – July 2015
Modeling and design plans complete	June – September 2015
Construction documents complete	October 2015
Construction bid process	November – December 2015
Award of construction contract	March 2016
Project construction	April – July 2016
Final construction inspection	August 2016
Project closeout	December 2016
Post-construction monitoring	April – July 2017

\* The timeframe for the notification of grant award and grant agreement execution have been assumed.

### SUMMARY OF ACTIVITIES AND DELIVERABLES

The activities and deliverables listed below are anticipated for the proposed project. Upon notice of award and execution of the grant agreement, the City of Gahanna will solicit qualifications to retain an engineering services consultant to prepare design drawings and specifications for the project and provide construction inspection. Following completion of project design, the City will solicit bids to complete the installation of the project. Solicitation of qualifications and bids will be completed pursuant to the City's established contracting procedures.

- RFQ for engineering consultant
- Award and contract for engineering/design
- Award and contract for project monitoring\*
- Pre-construction monitoring (up to 4 months)\*
- Soils investigation
- Hydrologic/hydraulic modeling and engineering
- Design plans and specifications
- Construction contract documents
- Advertisement of bids
- Award and contract for construction
- Construction of 2,000 sq.ft. of permeable pavement, 10,400 cu.ft. of stone aggregate subgrade and associated appurtenances
- Construction administration and inspection
- Post-construction monitoring (up to 4 months)\*
- Public education and outreach, including a fact sheet, website, sign, at least one newspaper article, and outreach performed by FSWCD
- Pollutant load reductions of 0.83 tons/year TSS, plus associated urban pollutants and the reduced potential for stream channel erosion.
- Project reporting, including up to eight quarterly fiscal reports, four semi-annual progress reports, one final fiscal report and one final technical report

\* Neither grant funds nor local matching funds will be used to pay for monitoring activities.

## Part Three (A): Project Specific Deliverable Worksheets

FFY2015 Section 319(h) Subgrant Application

### Innovative Stormwater Demonstration Projects Deliverables Worksheet

**Project Sponsor:** City of Gahanna

**Project Title:** Farm Creek Subdivision Green Street Demonstration Project

**Directions:** When requesting Section 319 grant funding to conduct a stormwater management demonstration project then you **MUST** complete the Stormwater Management Demonstration Project Deliverables Worksheet in addition to the detailed project workplan narrative included in Part Two of the Section 319 grant application. Stormwater management demonstration projects using Section 319 grant funds are most appropriate when demonstrating an innovative stormwater management practice in your community. For example, projects such as retrofitting small public parking lots with permeable pavement or installing large community rain gardens or vegetated infiltration areas are examples of projects that may qualify for grant funding. General Stormwater management projects and those required as part of an NPDES stormwater permit are NOT eligible for Section 319 Grant funding. **Section 319 grant funds also may NOT be used to install residential rain gardens, rain barrels or other practices on lands owned by private for-profit businesses and/or individual homeowners.** Please include all project specific deliverables that will be produced as part of your project and the number of each item using the "deliverable units" listed below. If an item that will be produced is not included on the list, please use the "Other" category and specify the deliverable

Project Activity	Deliverables Associated with Proposed Project Activity	Deliverable Units	Expected Deliverable Units that will be Completed
<b>Stormwater Management Demonstration Practices</b>	Publish RFPs	RFPs	2
	Execute -Planning or Design Contracts	Contracts	1
	Develop Project Plans or Design Documents	Plans	1
	Execute Construction-Contract(s)	Contract	1
	Install Permeable Pavement	Square Feet	2,000
	Construct Bio-filtration Islands	Square Feet	--
	Install Passive "Treatment Trains"	Systems	--
	Construct Stormwater Treatment Wetlands	Acres	--
	Install Rainwater Harvesting/Reuse Systems	Systems	--
	Install Large Community Rain Garden Demonstrations	Square Feet	--
	Install Vegetated Infiltration Areas	Square Feet	--
	Install Green Roof on Public Facilities	Square Feet	--
	Other: Construct Sub-grade Detention Storage/Infiltration	Cubic Feet	10,400
	Other: Install Outlet Control Structure	Each	1
	Other: Install Sediment Trap Catch Basins	Each	4
Other (specify)		--	

## Project Specific Outreach Deliverables Worksheet

This Worksheet is REQUIRED for ALL applicants

**Project Sponsor:** City of Gahanna

**Project Title:** Farm Creek Subdivision Green Street Demonstration Project

**Directions:** ALL applicants for Section 319 Project grants MUST complete a project specific outreach deliverable and timeline worksheet in addition to the detailed project workplan narrative included in Part Two of the application. Helping the public to become aware and informed about the benefits of your projects is a critical component of any successful water quality project. We recommend that all restoration and/or stormwater projects install project specific signs, construct informational kiosks (where applicable) and develop other items to inform the public of your project. Please include all project specific outreach deliverables that will be produced as part of your project and the number of each item using the "deliverable units" listed below. If an item that will be produced is not included on the list, please use the "Other" category and specify the deliverable.

Project Activity	Deliverables Associated with Proposed Project Activity	Deliverable Units	Expected Deliverable Units to be Completed
Project Specific Outreach	Develop Project Fact Sheets	Fact Sheets	1
	Conduct Public Meeting	Public Meetings	
	Develop Press Releases	Press Releases	1
	Create/Maintain Websites	Website	1
	Install Project Signs	Signs	1
	Develop Displays	Displays	
	Install Informational Kiosk	Kiosk	
	Conduct Tours	Tours	
	Conduct Tours via Canoe	Canoe Tours	
	Conduct Stream Clean-Ups	Clean-Ups	
	Conduct Field Days	Days	
	Conduct Workshops	Workshops	
	Develop Newsletters	Newsletters	
	Other (specify)		
	Other (specify)		
	Other (specify)		
Other (specify)			

## Part Four – Project Grant Budget

### Federal Budget Justification

Provide a summary of your **TOTAL FEDERAL GRANT FUNDS** project budget (by category) and include a **BRIEF** justification and **ITEMIZED** breakdown for the amount proposed in each category. **ANY** budget category with an amount entered **MUST** be accompanied by a justification/description. Applicants requesting **PERSONNEL** and/or **FRINGE BENEFIT** funding **MUST** also complete a **PERSONNEL ROSTER**.

Category	Federal \$\$ Requested	BUDGET Justification & Description
<b>Personnel:</b> Include a Personnel Roster if Personnel funds are requested. (Check activity description for any limits on personnel)		
<b>Fringe Benefits</b> Include a Personnel Roster if Fringe Benefit funds are requested		
<b>Travel</b>		
<b>Equipment</b>		
<b>Supplies</b>		
<b>Subcontract:</b> Include a Subcontract Worksheet.	<b>\$166,700</b>	The City is requesting a 60% federal contribution to the value of all sub-contracted services. A detailed cost estimate has been prepared to generate the value of these services, which equals an estimated \$277,900 (refer to summary on Subcontract Worksheet).
<b>Other</b>		
<b>Cost Share</b>		
<b>Indirect</b> Only available if you have a negotiated federal indirect rate with US EPA. (May not exceed 25% of personnel and fringe costs).		
<b>TOTAL</b>	<b>\$166,700</b>	

# Match

## Budget Justification

Provide a summary of your **total CASH MATCH and In-Kind Services** budget (by category) and include a **BRIEF** justification and **ITEMIZED** breakdown for the amount proposed in each category. **ANY** budget category with an amount entered **MUST** be accompanied by a justification/description. **PLEASE NOTE:** Applicants providing **PERSONNEL** and/or **FRINGE BENEFIT** match funding **MUST** also complete a **PERSONNEL ROSTER**. Applicants showing match under the Subcontracts Category must also complete a **SUBCONTRACT WORKSHEET**.

Category	Local Match Budget	BUDGET Justification & Description
<b>Personnel:</b> Applicants must include a Personnel Roster if Personnel Matching Funds are included.		
<b>Fringe Benefits</b> Applicants may only claim sponsoring organization personnel fringe benefits as Match.		
<b>Travel</b> If out-of-state travel is requested you must include an itemized listing of each proposed trip and estimated costs by trip.		
<b>Equipment</b> Specific items costing more than \$5,000 per unit are not eligible.		
<b>Supplies</b>		
<b>Subcontract:</b> includes technical services provided by project partners such as engineering, etc. Include a subcontract worksheet.	<b>\$111,200</b>	The City has committed to providing a 40% cost share (local match) for all sub-contract services costs associated with this project. A detailed cost estimate has been prepared to generate the value of these services, which equals an estimated \$277,900 (refer to summary on Subcontract Worksheet).
<b>Other</b>		
<b>Cost Share</b>		
<b>Indirect:</b> Only available if you have a negotiated federal indirect rate with US EPA at the time of application. (Unrecovered Indirect costs >25% may be used as local match)		
<b>TOTAL</b>	<b>\$111,200</b>	

**Section 319 Subgrant Application**  
**Part Four (C): SUB-CONTRACT Worksheet**

A separate sub-contractual worksheet must be completed when any part of a proposed project will be prepared or produced by a party OTHER than the grant sponsoring organization.

<b>Project Sponsor</b>	<b>City of Gahanna</b>			
<b>PROJECT Title</b>	<b>Farm Creek Subdivision Green Street Demonstration Project</b>			
<b>Deliverable</b>	<b># of Units to be Completed (such as hours of service)</b>	<b>\$\$ Cost per Unit</b>	<b>Total Est. \$\$ Costs</b>	<b>Description</b>
<b>Professional Services</b>				
Soil investigation, hydraulic modeling and technical services	100 hours	\$140/hr.	\$14,000	Contract with qualified consultant to complete necessary modeling
Project design, including engineering plans and specifications	290 hours	\$100/hr.	\$29,000	Contract with qualified engineering consultant to design the infiltration project and prepare plans/specs
Contract documents and bidding services	85 hours	\$100/hr.	\$8,500	Contract with qualified engineering consultant to prepare contract forms and administer bidding process for construction
Construction administration and inspection	244	\$85/hour	\$20,600	Contract with qualified consultant to monitoring construction and enforce specifications
Flow Monitoring Data	---	---	---	The City is committed to pre- and post-construction flow monitoring for the GI demonstration project and providing that data to the Ohio EPA; no grant costs are associated with the monitoring.
<b>Subtotal Professional Services</b>			<b>\$72,100</b>	
<b>Construction Services</b>				
Construction of GI demonstration project	---	---	\$205,800	Contract with qualified contractor to implement project design (see Appendix C for detailed estimate)
<b>Total Sub-Contracting Costs Associated with this Project</b>			<b>\$277,900</b>	

**Please NOTE: Briefly describe the process that will be employed by the grant sponsoring organization when selecting sub-contractors (use additional space if necessary):**

**Professional Services:** The City of Gahanna has an established method of selecting qualified environmental and design professional consultants, in accordance with the Ohio Revised Code. A fee for necessary professional services will be negotiated with the selected consultant(s) pursuant to established City policy.

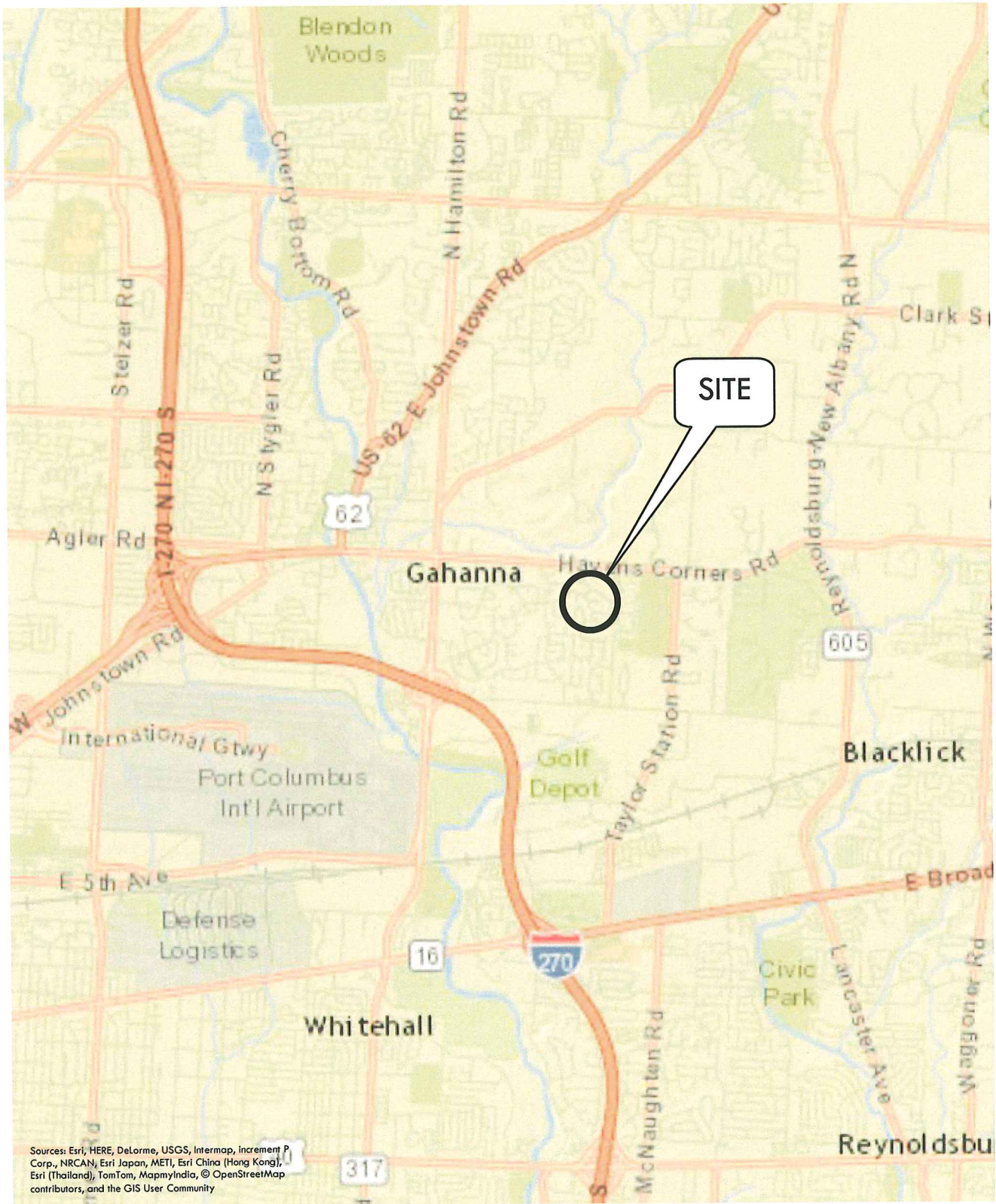
**Construction:** The City of Gahanna will select a construction contractor at the conclusion of a bidding process pursuant to the requirements of the Ohio Revised Code and in accordance with established City contracting procedures.

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The total cost of the project, and the total subject to subcontracting, is \$277,900. The requested federal grant is \$166,700, or 60% of the total project value. The remaining 40% (\$111,200) will be provided by the City of Gahanna as local match.



**EXHIBITS**



Evans, Mechwart, Hamblon & Tillon, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 614.775.4800

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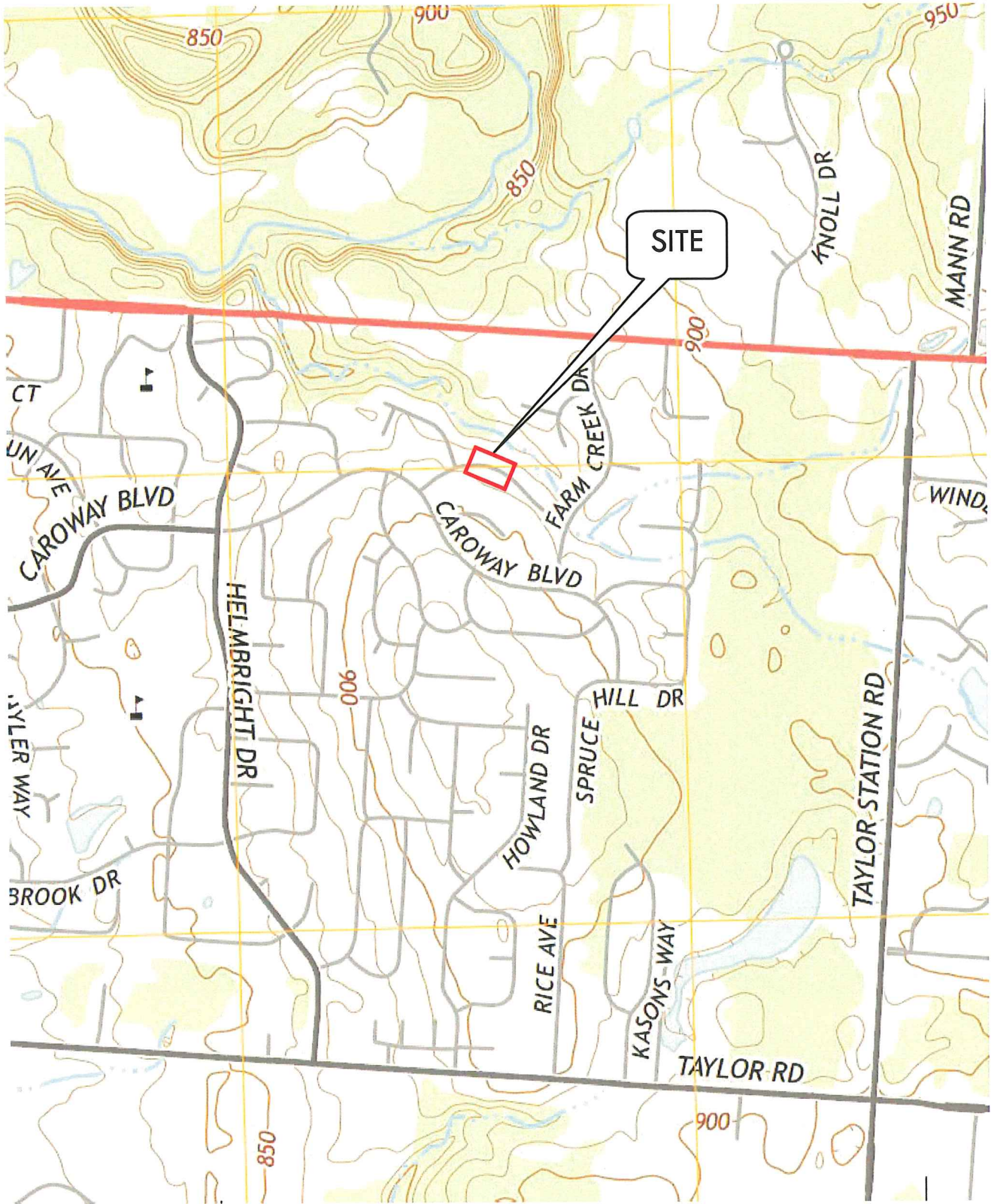
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO  
**FARM CREEK SUBDIVISION GREEN STREET DEMONSTRATION PROJECT**  
**AREA LOCATION MAP**

SCALE: 1" = 1 Mile



Exhibit 1





Evans, Mechwart, Hamblon & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 614.775.4800

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CITY OF GAHANNA, FRANKLIN COUNTY, OHIO  
**FARM CREEK SUBDIVISION GREEN STREET DEMONSTRATION PROJECT**  
**USGS TOPOGRAPHIC MAP**

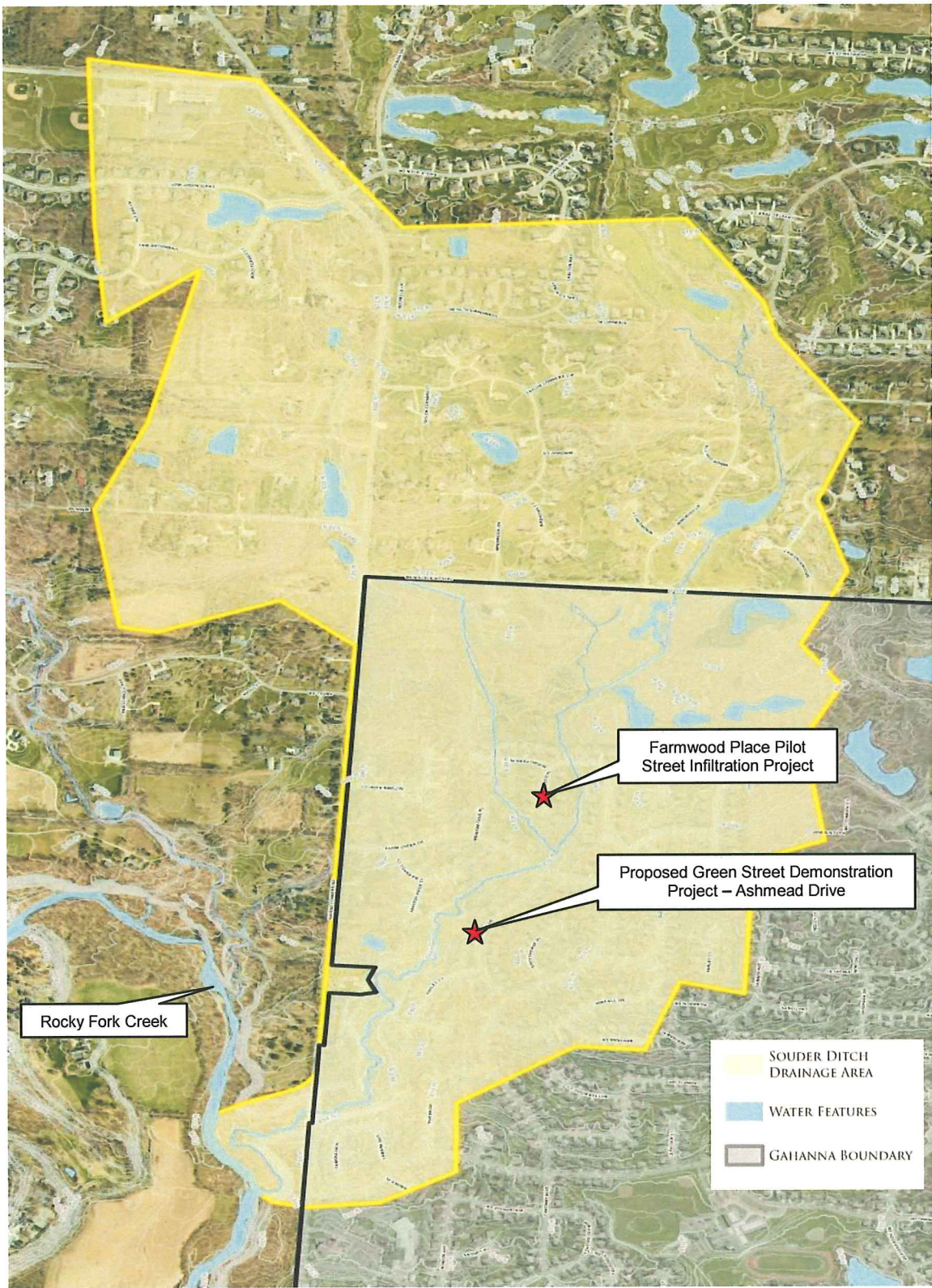
SCALE: 1"= 1000'



**Exhibit 2**

Source:  
 - USGS NEW ALBANY, OHIO (2013)





Rocky Fork Creek

Farmwood Place Pilot Street Infiltration Project

Proposed Green Street Demonstration Project - Ashmead Drive

- SOUDER DITCH DRAINAGE AREA
- WATER FEATURES
- GAHANNA BOUNDARY

**EMHT**  
 Evans, Mechwart, Hamblen & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 614.775.4800

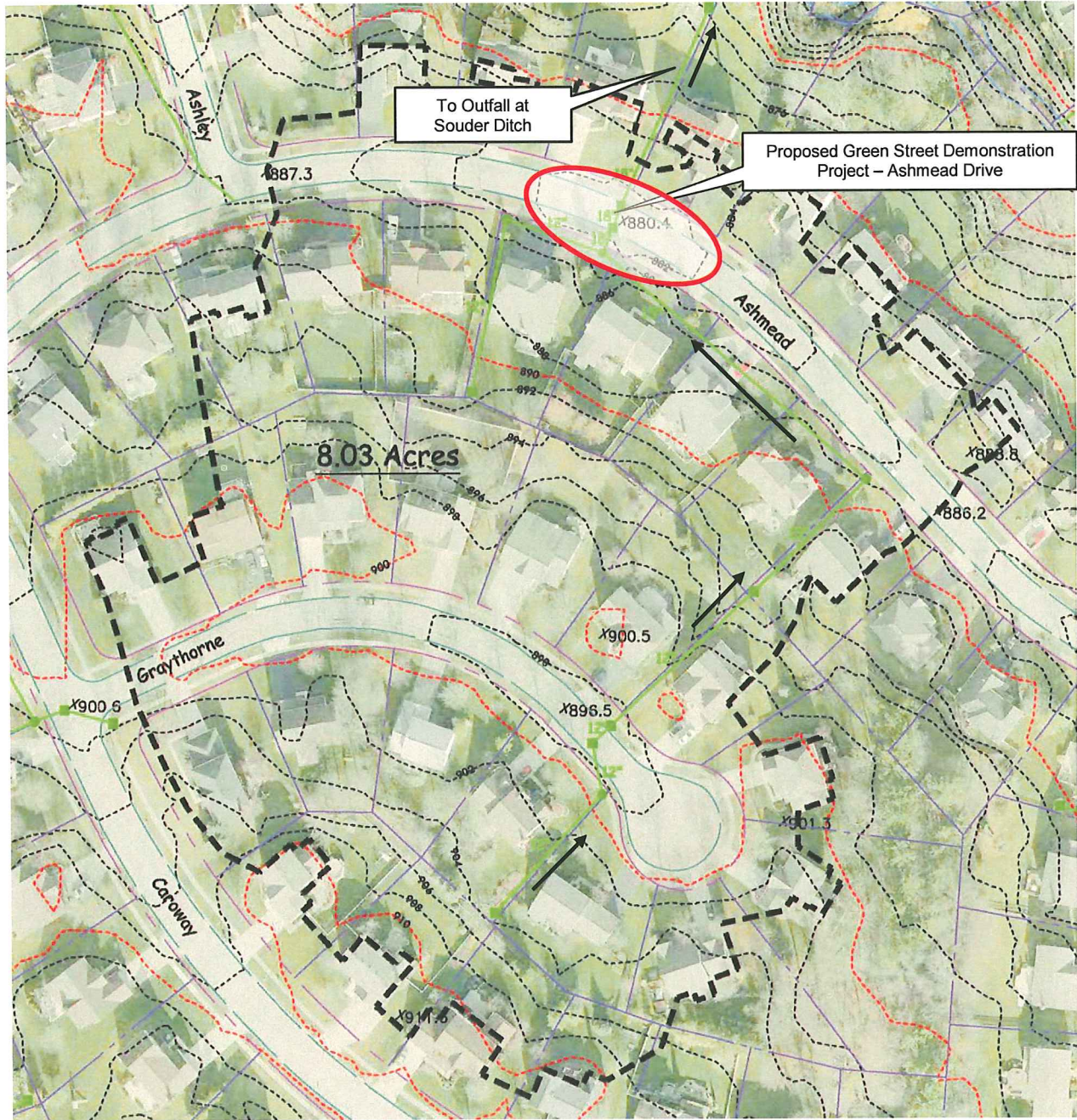
**CITY OF GAHANNA, FRANKLIN COUNTY, OHIO  
 FARM CREEK SUBDIVISION GREEN STREET DEMONSTRATION PROJECT  
 WATERSHED EXHIBIT AND LOCATION MAP**

**Exhibit 3**

Source:  
 City of Gahanna, GIS



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Evans, Mechwart, Hamblon & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5900 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 614.775.4800

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CITY OF GAHANNA, FRANKLIN COUNTY, OHIO  
**FARM CREEK SUBDIVISION GREEN STREET DEMONSTRATION PROJECT**  
**TRIBUTARY AREA BOUNDARY**

**Exhibit 4**

Source:  
 Franklin County Auditor, GIS  
 City of Gahanna Utility Base Mapping





- 1. Conventional Pavement
- 2. Outlet Flow Control Structure
- 3. Permeable Pavement System with Settling Bed
- 4. Stormwater Infiltration Chambers (Underground)
- 5. Existing Catch Basin
- 6. Existing Storm Sewer
- 7. Sediment Trap Catch Basin



1. Conventional Pavement
2. Outlet Flow Control Structure
3. Permeable Pavement System with Setting Bed
4. Stormwater Infiltration Chambers
5. Sump below Underdrain
6. Stone Aggregate Subgrade
7. Underdrain
8. Existing Catch Basin
9. Existing Storm Sewer



Evans, Mechwart, Hamblton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 614.775.4900

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CITY OF GAHANNA, FRANKLIN COUNTY, OHIO  
**SCHEMATIC OF ASHMEAD DRIVE GREEN STREET DEMONSTRATION PROJECT  
 CROSS SECTION VIEW**

**Exhibit 6**

Source:  
 Google Earth Imagery  
 City of Gahanna Utility Base Mapping



**Photograph No. 1** – Ashmead Drive, facing west from the existing catchment basin



**Photograph No. 2** – Ashmead Drive, facing east from the existing catchment basin





**Photograph No. 3** – Facing north across Ashmead Drive toward Souder Ditch



**Photograph No. 4** – Existing storm drain on Ashmead Drive

**APPENDIX B**  
**LETTERS OF SUPPORT**



1404 Goodale Blvd, Suite 100  
Columbus, Ohio 43212  
Telephone: (614) 486-9613

7/24/2014

Russ Gibson  
319 Grant Coordinator  
Ohio Environmental Protection Agency

RE: Support for the City of Gahanna, Souder Ditch 319 grant application

Dear Russ,

Franklin Soil and Water promotes the conservation and wise use of natural resources through the education of our residents and the implementation of conservation practices. The City of Gahanna has been one of our more active partners in pursuing these goals through the ongoing development of their storm water program. The proposed Souder Ditch project is part of a larger vision for a watershed approach to municipal storm water management. This ditch system is identified in the approved Rocky Fork WAP for targeted solutions and the city has begun phased projects towards a long term solution through the implementation of created wetlands, storage, and municipal storm water retrofits to achieve those goals.

The approach taken by the City of Gahanna to push these efforts forward has been a significant investment now for the future to the local benefit of their residents and downstream end users. The information gained from the continuation of this progress will benefit other communities looking for management solutions to urban stream syndrome and state water quality goals. We encourage and support their efforts.

Sincerely,

Kyle Wilson  
Conservation Program Manager

[www.franklinswcd.org](http://www.franklinswcd.org)  
[www.facebook.com/franklinsollandwater](https://www.facebook.com/franklinsollandwater)  
[www.twitter.com/franklinswcd](https://www.twitter.com/franklinswcd)



July 21, 2014

Friends of Big Walnut Creek  
[www.friendsofbigwalnutcreek.com](http://www.friendsofbigwalnutcreek.com)

RE: Support for Souder Ditch 319 grant application

To whom it may concern,

Our watershed organization has been involved in community water resource protection as a non for profit 501(c)3 for over 10 years. We publish an annual newsletter that reaches over 100 interested citizens directly and many more through a regularly updated website.

Our primary mission is to protect the Big Walnut Creek system below the Hoover Dam to the confluence with the Scioto River. We have sponsored creek clean ups along sections of various streams. We have given testimony during public hearings regarding projects effecting water quality. We also have confronted contractors working near the creek using poor erosion control practices and have used legal recourse when appropriate. Recently, we have funded research on Big Walnut Creek to identify the health of freshwater mussel populations. Several federally listed species as endangered were found in some portions of the creek.

We also believe that education is a key component to achieving water quality protection. Further we understand that key projects in tributaries of the Big Walnut creek mainstem are critical to help protect water quality for the all citizens and future generations.

Therefore we are pleased to offer support and encouragement to the City of Gahanna in their pursuit of Clean Water Act, section 319 grant application for an important water quality improvement project in the Souder Ditch sub-basin. Watersheds can decline from one major degradation but can also die from a thousand smaller insults, working to correct problems one tributary at a time assures water quality will be protected for many years to come.

Sincerely,  
Dan Binder, Acting President, 614-205-2712

**APPENDIX C**  
**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**OPINION OF PROBABLE CONSTRUCTION COST**  
**THE CITY OF GAHANNA**  
**ASHMEAD DRIVE - GREEN STREET DEMONSTRATION PROJECT**  
**Permeable Pavers (Extended Curb) and Underground Storage/Infiltration**  
 July 24, 2014

Ref	Spec	Description	Units	Quantity	Unit Cost	Item Cost
1	202	Curb and Gutter Removed	L.F.	420	\$6.00	\$2,520
2	202	Pavement Removal	S.Y.	580	\$20.00	\$11,600
3	203	Excavation (D=5'; L=200';W=28')	C.Y.	1,050	\$20.00	\$21,000
4	204	Subgrade Compaction	S.Y.	590	\$2.00	\$1,180
5	207	Temporary Erosion and Sediment Control	L.S.	1	\$2,000.00	\$2,000
6	254	Pavement Planning, T=1.5-in	S.Y.	20	\$25.00	\$500
7	306	Portland Cement Concrete Base (T=7"; W=20'; L=235)	S.Y.	488	\$32.00	\$15,616
8	448	Asphalt Concrete Intermediate Course, Type 2, PG 64-22, T=1.5-in	C.Y.	21	\$250.00	\$5,125
9	448	Asphalt Concrete Surface Course, Type 1, PG 64-22, T=1.5-in	C.Y.	21	\$270.00	\$5,535
10	452	Concrete Driveway Approach, Removed and Replaced, T=6-in	S.Y.	60	\$55.00	\$3,300
11	604	Curb and Gutter Inlet, AA-S125A	Ea.	0	\$1,835.00	\$0
12	604	Catch Basins AA-S125 with Sediment Trap	Ea.	4	\$2,200.00	\$8,800
13	604	Manhole, Type C with intergated weir and stop-log structure	Ea.	1	\$8,000.00	\$8,000
14	609	Combination Curb and Gutter	L.F.	20	\$35.00	\$700
15	609	Concrete Curb, Straight 18-in	L.F.	400	\$30.00	\$12,000
16	653	Topsoil, Furnished and Placed, T=3-in	C.Y.	10	\$50.00	\$500
17	659	Seeding and Mulching	S.Y.	30	\$5.00	\$150
18	901	12-in Storm Sewer, N-12, with Type I Bedding and Item 912 Compacted Granular Backfill	L.F.	28	\$45.00	\$1,260
19	901	6" Underdrain with Filter Sock	L.F.	200	\$18.00	\$3,600
20	Spec.	Underground Storage (with #57 Stone Backfill and StormTech Structures)	C.F.	10,890	\$6.00	\$65,340
21	Spec.	Precast Interlocking Concrete Pavers with #8 Stone Setting Bed	S.Y.	222	\$12.00	\$2,664

Construction Cost =	\$171,390
Contingency (20%) =	\$34,300
<b>TOTAL CONSTRUCTION COST =</b>	<b>\$205,800</b>
Survey, Engineering, Permitting, Bidding (25%) =	\$51,500
Construction Administration (10%) =	\$20,600
<b>TOTAL PROJECT COST =</b>	<b>\$277,900</b>
Federal Share (60%) =	\$166,800
Local Match (40%) =	\$111,200

**Note: The computed total costs and the resulting federal share and local match are rounded values**

Unless specifically listed, this preliminary estimate does not include costs for:

- Right-of-way or easement acquisition
- Offsite utility extensions including gas, electric and telecommunication facilities
- Utility fees and /or capacity fees
- Traffic signals and signal interconnect
- Offsite roadway and/or ditch improvements
- Environmental remediation, rock excavation, unsuitable material, and soil stabilization
- Demolishing of existing buildings
- Other conditions that may be realized based upon unknown or unforeseen soil conditions, landscaping or irrigation.

PREPARED BY: MFH  
 CHECKED BY: \_\_\_\_\_  
 CHECKED DATE: \_\_\_\_\_