

**REQUEST FOR PROPOSALS  
FOR DESIGN-BUILD SERVICES**

**Chagrin River Streambank Stabilization Project  
at Erie Road Park**

City of Eastlake  
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**Issued September 20, 2021  
Proposals are due October 12, 2021**

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## SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

The City of Eastlake (the City) is seeking a Design-Build Contractor Team (Contractor) to complete design and construction of a streambank stabilization project along the Chagrin River at Erie Road Park within the City of Eastlake (Project). This design-build project is funded through a Capital Improvement award appropriated by the 133<sup>rd</sup> Ohio General Assembly through Senate Bill No. 310. This contract will include assistance to the City of Eastlake (the "City") and coordination with its project partner, the Chagrin River Watershed Partners, Inc. (CRWP).

The Contractor shall furnish all necessary drawings, plans, labor, equipment, and construction oversight services to complete the Project. The Contractor will be responsible for providing all information and for securing, on behalf of the City, all necessary local, state, and federal permits for the Project. This includes all required surveying and data collection to prepare and submit permit applications and payment of all required fees to obtain permit or agency authorizations to proceed. No work shall commence until all necessary permits are secured.

**The total maximum cost/price for performance under this contract is \$365,490. This maximum amount of \$365,490 shall not be exceeded under any circumstances unless written authorization is obtained from the City. All proposals shall include the total amount necessary for completion of the Project. The proposal shall include an itemization of the cost of materials, labor, and any additional cost the Contractor deems necessary.**

Candidates may provide discussion and comment on alternative approaches to achieve the restoration objectives identified for the site, and to propose alternate and/or complimentary tasks to complete the project more economically. Please contact CRWP Senior Project Manager, Josh Myers at [jmyers@crwp.org](mailto:jmyers@crwp.org) with questions.

## SECTION B: DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

### I. Background

The City of Eastlake proposes to stabilize approximately 330 linear feet of eroding streambank along the Chagrin River, restore at least 0.25 acres of adjacent riparian area, and treat invasive species within the park. The streambank is located on the right bank of a side channel of the Chagrin River near Corporation Creek. The Chagrin River at this location likely receives backflow from Lake Erie and experiences ice buildup in the winter months. The project is adjacent to a public boat ramp within a city owned park in the Town of Willoughby – Chagrin River subwatershed (12-digit HUC: 04110003-04-03). Restoration will improve the hydrologic function and habitat quality of the river at the project site and provide water quality benefits to downstream reaches of the Chagrin River and Lake Erie. Additionally, stabilization of the streambank will allow for future park improvements to take place in this area.

This section of the Chagrin River is separated from the main channel by an island comprised of residential homes and open space (West Island Drive, Eastlake, OH). The project site is immediately downstream of the Willoughby/Eastlake Wastewater Treatment Plant. A force main has been exposed due to erosion of the streambank and the pipe has recently been abandoned by the wastewater facility. While USGS StreamStats does not recognize the specific site location, just upstream of the side channel the Chagrin River drains approximately 261 square miles.

Erie Road Park is home to a boat ramp, an ADA-compliant canoe/kayak launch and rental station, a natural play area, and a traditional playground. Erie Road Park is the only public boat launch on the Chagrin River and only public access point to Lake Erie within a 15 mile stretch of coast. The historic land use at the park was agriculture until it was developed into a park in the 1960s/70s with baseball diamonds. Imagery dating back to 1951 shows a lack of riparian vegetation at the project site. The Town of Willoughby subwatershed is the most developed HUC 12 within the Chagrin River watershed. Additionally, the Corporation Creek subwatershed, where this project is located, contains the highest percentage (37%) of impervious surface area within the Town of Willoughby subwatershed (Source: Town of Willoughby – Chagrin River NPSIS). Historic lack of a riparian buffer at this site has led to the increased rate of streambank erosion as the subwatershed continues to be developed.

Chagrin River Watershed Partners, Inc. (CRWP) performed a Qualitative Habitat Evaluation Index (QHEI) assessment along the Chagrin River in September 2018. The stream received a QHEI score of 38.25 (narrative of “Poor”) due to poor quality substrates, lack of instream cover, poor channel morphology, lack of riparian vegetation, poor-quality floodplain, and poor pool/glide and riffle/run quality. Due to the eroding streambanks, a Modified Bank Erosion Hazard Index (BEHI) assessment was also conducted, and the reach received a score of 36 which equates to a narrative rating of “Very High” due to lack of riparian vegetation and high near bank stress (Exhibit B).

This project is included as a Short-Term Priority in the NPS-IS Plan for the Town of Willoughby – Chagrin River 12-digit HUC watershed due to the urgency of stabilizing the rapidly eroding streambanks. The NPS-IS plan details the causes and sources of impairment within this 12-digit HUC and identifies critical areas for protection and restoration strategies to maintain or achieve full attainment of ALUs for sampling locations within the watershed. The project site is located within Critical Areas 1 and 2 of this NPS-IS (Approved January 15, 2020).

The streambank stabilization is one of many projects that will be occurring at Erie Road Park. The park master plan identified numerous enhancements for this area and in 2017, the Ohio Department of Natural Resources (ODNR) NatureWorks grant program awarded the City of Eastlake \$42,620 for the installation of a Natural Play Area (a playground comprised of natural material such as wood, stone, and plants). The playground was constructed Fall 2019 and the project also included invasive species treatment at the park that was completed in Spring/Summer 2020. Additionally, the Lake County Commissioners awarded \$27,331 for the installation of an ADA compliant canoe and kayak launch near an existing launch on Corporation Creek. The ADA launch was installed in 2018 and has anecdotally resulted in an approximate tenfold increase in use of the launch and kayak rental shop based on information provided by the Port Authority of Eastlake Ohio. The Lake County Stormwater Management Department has provided funding annually since 2016 to support guided canoe tours at the park that are led by CRWP and the ODNR Scenic Rivers Program. The large number of visitors to Erie Road Park will benefit from learning about this restoration project. Future enhancements at the park include construction of a permeable pavement parking area, bioretention areas and native plantings, on the west side of Corporation Creek (construction expected Spring 2022), design of a permeable pavement parking area that can incorporate boat trails near the boat, and improvements to the boat ramp and construction of a new access drive

## II. Project Description

A conceptual restoration plan was developed by CRWP based on the 2013 Erie Road Park Master Plan and with input from project partners (Exhibit C: Conceptual Restoration Plan). Regrading and large woody

debris will be utilized to stabilize at least 330 linear feet of streambank on the Chagrin River up to the existing boat ramp. Rootwads, stone toe, livebranch layering, and riparian revegetation will be used to stabilize this section of the Chagrin River and create aquatic habitat. It is estimated that the project will result in the reduction of approximately 53.3 pounds of nitrogen, 31 pounds of phosphorus, and 30.9 tons from entering the Chagrin River and Lake Erie per year. Temporary erosion and sediment control measures will be installed at the site to provide immediate erosion control and will remain in place until final riparian plantings are completed. Access for this work will be available from the park's entry drive.

Treatment of invasive species has occurred at Erie Road Park along Corporation Creek on parcel 34-B-020-0-00-001-0 and 34-B-020-0-00-020-0. This project includes additional treatment of invasive species along Corporation Creek and around the riparian area.

The restored 0.25 acres of riparian corridor will contain a diversity of native woody tree and shrub species as well as herbaceous perennials and annuals. Plant species will be chosen based on their suitability for site conditions, their anticipated adaptability to climate change, and the ability for their roots to stabilize streambanks and prevent further erosion. A two-year plant warranty will allow for the replacement of vegetation that does not successfully establish within the first growing season and cages will be used to protect sensitive species from deer browse.

If necessary for the contractor's design, the contractor will be responsible for removal of the abandoned force main on the right bank of the Chagrin River.

Contractors must also incorporate the following in their proposal: the removal of concrete debris from approximately 80 linear feet on the left bank of Corporation Creek with grading to a 3:1 or more gradual slope and installation of native live stakes, shrubs, and herbaceous vegetation. If possible, targeted invasive species treatment in other areas of the park are also encouraged.

#### ***PROJECT PARTNERS:***

The City of Eastlake will partner with Chagrin River Watershed Partners (CRWP) and the Port Authority of Eastlake, Ohio to complete this project. CRWP will assist the City on contractor selection and provide technical assistance on review of the project design and plant selection. CRWP will also provide valuable experience and direct assistance to the project team to ensure grant funds are administered properly and reported in a timely manner.

#### ***PROJECT GOALS***

**Goal 1:** Stabilize approximately 410 linear feet (330 lf of Chagrin River and 80 lf of Corporation Creek) of eroding streambank with bioengineering techniques.

**Goal 2:** Reestablish ecological function to this reach of the Chagrin River by improving in-stream habitat and creating long-term stream channel stability.

**Goal 3:** Decrease the Modified BEHI from 36 (very high) to a score of 15.5 or lower (low to very low) by establishing riparian vegetation and addressing near bank stress.

**Goal 4:** Increase the QHEI score of 38.25 (poor) to a score in the range of 45 to 74 (fair or good) by installing riparian vegetation, incorporating boulders, rootwads, and logs/woody debris in the design to increase instream cover.

These goals will be accomplished through the following restoration objectives (restoration design will be finalized during the design and permitting phase of this project):

- 1) 330 linear feet streambank along the right streambank of the Chagrin River will be graded to stable slope and toe protection such as boulders and woody debris will be utilized.
- 2) Invasive plant species will be treated within and around the Chagrin River and Corporation Creek.
- 3) Native woody and herbaceous plant species will be installed along the stabilized streambank to provide streambank stability and stream shading ( $\geq 0.25$  acres).

Rock protection may be used at the toe of the regraded streambanks in addition to the installation of native woody plant species along the stabilized streambank for further long-term stabilization. Woody debris may also be used to create aquatic habitat diversity and additional slope stabilization. Temporary erosion and sediment control measures will be installed at the restoration site to provide immediate erosion control and will remain in place until final riparian plantings are complete.

Access for this work will be available from the Erie Road Park gravel parking lot, located west of Corporation Creek. Native plant species will be chosen based on their suitability for riparian zones, ability of their roots to stabilize streambanks and prevent future erosion, and ability to provide cooling shade for the stream. A two-year plant warranty will allow for the replacement of plants that do not successfully establish within the warranty period. All federal, state, and local permitting requirements will be completed prior to the commencement of restoration activities.

Given the time constraints of the project, it has been determined that a design-build project delivery system offers the best opportunity to involve the constructors in the design, scheduling, and cost control for the Project.

## **SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE**

### **I. Overview**

Through this Request for Proposals (“RFP”), the City will select a Contractor to provide recommendations, designs and restoration specifications, permitting, and permit compliance including monitoring and reporting, and construction for the Project. The selected Contractor will complete a restoration design, be responsible for preparing, filing, payment of all required fees for and obtaining all necessary local, state, and federal permits, certifications, and authorizations, and complete construction of the Project. The selected Contractor will complete construction of the project and provide As-Built plans. The selected Contractor shall be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal to the City of all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable. Notification of the project has been shared with the City’s Floodplain Administrator, Ohio EPA Water Quality, and the U.S. Army Corps of Engineers Stow Field Office. A summary of the Contractor scope of services and proposed schedule are as follows:

## II. Contractor Scope of Services

- A. This Request for Proposals, the Contractor proposal, the City's Grant Agreement with Ohio Department of Natural Resources, and any other documents as required by the City, shall be incorporated as part of the City's contract with the Contractor.
- B. Provide plans, restoration specifications, and complete construction of the Project. Plans should achieve the following:
  - i. At least 330 linear feet of streambank stabilization;
  - ii. At least 330 linear feet of stream and floodplain restoration using bioengineering techniques;
  - iii. Treatment of invasive plant species in riparian areas on parcel 34-B-020-0-00-020-0;
  - iv. At least 0.25 acres of native plants installed in riparian areas;
    1. Develop planting plan with lists of native plant species (ecoregion and state) to be utilized.
- C. Contractor must lead and attend a Project kick-off meeting, a minimum of two in-person or virtual plan review meetings, and weekly or bi-weekly on-site construction meetings. Revise plans based on comments from the City, its partners, and regulatory agencies. At least two rounds of plan review and revisions are anticipated.
- D. Provide calculations and quantities for soil excavation and removal associated with this Project if applicable.
- E. Any spoils generated as a result of this Project shall be removed from the site to a suitable location as determined by the City. Spoils shall not be placed in wetlands, the river, or Lake Erie.
- F. Bidders shall indicate whether they anticipate any wetland impacts in their proposal. If any wetlands are impacted as a result of this Project, mitigation will be completed on site and included as a part of this design/build Project.
- G. Disturbance to existing natural vegetation shall be minimized in accessing the site, restoring the stream and revegetating the riparian zone.
- H. Any areas disturbed to access the Project Site, including roadways/right of ways and private property must be restored to pre-project condition or better at the close of this Project at the Contractor's expense. Contractor must obtain photographs and video of the approach roads within Project limits and submit copies to the City prior to the commencement of construction.
- I. The contractor will be responsible for providing all information and for securing, on behalf of the City, all necessary local, state and federal permits, certifications, and authorizations for the project. This includes all required surveying and data collection to prepare and submit permit applications and payment of all required fees to obtain permit or agency authorizations to proceed. No work shall be commenced until the permits are secured. Requirements include but are not limited to permits required by the U.S. Army Corps of Engineers, Ohio Environmental Protection Agency, and the Ohio State Historic Preservation Office.
- J. Provide and execute a Stormwater Pollution Prevention Plan (SWP3) for the Project. Erosion and sediment discharge must be controlled throughout the construction process in accordance with the Ohio EPA construction general permit and local erosion and sediment control regulations, if applicable.



- K. Project design shall include provisions for protecting water quality and stream integrity as much as possible during construction.
- L. If necessary, a floodplain development permit shall be filed for this work. Floodplain development permit applications shall comply with all federal and state statutes, and local laws, rules and ordinances.
- M. The selected Contractor and any additional contractors, including subcontractors, performing work in the City for which permits are required must be registered with the City, as necessary.
- N. All work shall be performed in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws.
- O. The Contractor shall make no use of the Project Site other than between the hours of 7:30 AM and 7:30 PM, Cleveland, Ohio time, Monday through Friday. Work on Saturdays, Sundays, and legal holidays requires advanced written permission from the City. The Contractor shall be permitted to leave stored equipment and materials within agreed upon areas at the Project Site times agreed upon by the City. Nothing in this section shall be construed to exempt Contractor or the Project from the City's requirements related to noise or other nuisances.
- P. Contractor shall, at its sole cost and expense, install a temporary construction fence and signage surrounding the Project Site, and maintain such fence in good and slightly condition during construction.
- Q. The successful bidder shall be required to furnish a bond for the faithful performance of the Contract in a sum of not less than one hundred percent (100%) of the total price bid for the Project; said bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of Treasury Circular 570 "Surety Companies Acceptable on Federal Bonds". Bonding requirements are detailed in 40 CFR 30.48 (<https://www.gpo.gov/fdsys/pkg/CFR-2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf>). A labor and material bond shall also be required.
- R. In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense, a two-year maintenance bond, in the amount of twenty-five percent (25%) of the Construction Agreement. The term of the bond shall begin on the date of final acceptance of the Project and shall guarantee the Work on the Project will remain in good condition for and during the entire two-year period of guarantee which shall include, among other things, all permanent in-stream, wetland, or erosion control structures and plant materials installed at the Project. If at any time before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the Contractor, as determined by the City, the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the City reserves the right to make such corrections at the expense of the Contractor or bonding company.

- S. Contractor must provide a two-year warranty on plant materials installed through this Project, ensuring 75% survival of all live stake plantings and 90% survival for all other plant material. Plant materials shall be replaced by the warranty if more than 25% of the plant is dead, diseased, or dying.
1. "Warranty Period" means a period of two (2) years from the Final Completion Date of the entire Work (or a specific part of the Work) or the longer periods of time as may be required by specific warranties contained in the Construction Agreement, provided by manufacturers or suppliers, or as otherwise stated in any Certificate of Final Completion, during which the Contractor, at its sole cost and expense, shall remove or correct all Work performed by Contractor under the Contract Documents, which the City deems to be defective in material or workmanship or not in conformance with the Contract Documents.
  2. Contractor warrants to the City that all materials and equipment furnished shall be new and unused, unless otherwise specified in the Contract Documents, and that the Work will be free from faults and defects and in conformance with the Design Documents, Contract Documents, and all applicable laws or regulations. Contractor agrees, at its sole cost and expense, to remove or correct all Work performed by it under the Contract Documents, which the City deems to be defective or not in conformance with the Design Documents, Contract Documents, or applicable laws or regulations during the Warranty Period. Contractor also agrees during the Warranty Period to remove or correct any portions of the Work that may be damaged or destroyed by such defective Work or by the removal or correction of such defective Work. City shall approve the Work performed during the Warranty Period and, if the Work is unacceptable, the Warranty Period shall be extended until the Work is acceptable to City. Upon request by City, the contractor and City shall jointly inspect the Work during the twelfth month following the Date of Final Completion to identify and investigate any defective or non-conforming Work covered during the Warranty Period. Contractor's warranty excludes remedy for normal wear and tear and normal usage.
  3. If Contractor does not fully perform its obligations under the Warranty provisions within a reasonable time following written notice by the City to Contractor then, in addition to, and not in lieu of any other right or remedy available to the City under the Construction Agreement or at law, the City may perform or cause such obligations to be performed at the sole cost and expense of Contractor.
  4. Nothing contained in the Warranty provision will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Construction Agreement or related Contract Documents. The Warranty Period relates only to the obligation of the Contractor to correct the Work following Final Completion of the Project.
- T. Contractor shall be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal to the City of all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable.
- U. All materials, reports, surveys, delineations, plans, etc. will be available to the City, and CRWP to use for educational materials, signage, grant documentation and reporting, and permitting.

- V. The Contractor shall be solely responsible for obtaining all data and information sources utilized in design and construction of this Project.
- W. Each part or detail of work shall be subject to inspection by the City or their assigns and its partners.
- X. As-built construction plans shall be provided to the City upon completion of the Project. Red-line as-built construction plans are acceptable to meet this requirement.
- Y. Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.
- Z. Planting is encouraged in Spring or Fall to promote plant survival. If Summer planting is necessary, the contractor will be responsible for any watering needs at no additional cost to the City.

### III. Schedule

- September 20, 2021:** Request for Proposals to be released to design-build teams selected by the City.
- September 28, 2021:** Mandatory pre-proposal meeting at project site at 9:00 AM. Inclement weather backup date will be October 1st at 9:00 AM.  
*Please note: The City may elect to remove or modify this requirement as necessary depending on local, state, and/or federal guidelines adopted in response to the COVID-19 crisis.*
- October 5, 2021:** Questions pertaining to this Request for Proposals must be submitted by 5:00 PM and directed to Josh Myers ([jmyers@crwp.org](mailto:jmyers@crwp.org)) via email only.
- October 8, 2021:** A Question and Response document will be shared with all recipients of the Request for Proposals.
- October 12, 2021:** Proposals must be received by the City by 4:00pm (local time).

The City may also conduct team interviews at their discretion. These interviews may be conducted virtually.

**All anticipated timeframes below are subject to change:**

- September 2021** Anticipated date for the City to award contract. (Date TBD)
- September 2021 – February 2022:** Complete Project design and permitting.
- February 2022 – May 2022:** Complete stream stabilization and planting.
- June 15, 2022** Any additional planting/seeding to be completed. All work under this contract, including invoices, must be completed and delivered to the City.

## **Section D: Applicable State and Federal Requirements**

### **I. Overview**

For the purpose of Section D, the selected Contractor shall be referred to as “Subgrantee” and Contractor where applicable. The subgrantee must comply with the following conditions and all conditions within the Capital Improvement Community Park, Recreation/Conservation Project Pass Through Grant Agreement between the Ohio Department of Natural Resources and the City of Eastlake (Grant Agreement).

Contractors are hereby informed that State of Ohio Fund 7031 or 7035 monies are being used to assist construction and relevant state requirement will apply.

### **II. Bonding Requirements**

The successful bidder shall be required to furnish a bond for the faithful performance of the Contract in a sum of not less than one hundred percent (100%) of the total price bid for the Project; said bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of Treasury Circular 570 "Surety Companies Acceptable on Federal Bonds". Bonding requirements are detailed in 40 CFR 30.48 (<https://www.gpo.gov/fdsys/pkg/CFR-2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf>). A labor and material bond shall also be required.

In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense, a two-year maintenance bond, in the amount of twenty-five percent (25%) of the Construction Agreement. The term of the bond shall begin on the date of final acceptance of the Project and shall guarantee the Work on the Project will remain in good condition for and during the entire two-year period of guarantee which shall include, among other things, all permanent in-stream, wetland, or erosion control structures and plant materials installed at the Project. If at any time before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the Contractor, as determined by the City, the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the City reserves the right to make such corrections at the expense of the Contractor or bonding company.

### **III. Compliance with State Grant Agreement Requirements**

In the performance of the duties and obligations under the Grant Agreement, Subgrantee shall comply with all applicable:

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

The Subgrantee and sub Subgrantees 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:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. 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;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- F. Requiring that sub Subgrantees, if subcontracts are to be let, take the affirmative steps listed in this Paragraph;
- G. Pursuant to Executive Order No. 2008-12S, Subgrantee and sub Subgrantees, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Grant Agreement; and
- H. Pursuant to Executive Order No. 2008-13S, Subgrantee and sub Subgrantees, 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.aspx>. The list of State-certified MBE and EDGE businesses may be found by accessing the following websites:  
<https://eodreporting.oit.ohio.gov//searchMBE.aspx>  
<https://eodreporting.oit.ohio.gov//searchEDGE.aspx>

#### IV. Nondiscrimination

Every contract entered into by Subgrantee shall contain provisions by which the contractor agrees to both of the following.

(A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

(B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, national origin or ancestry. If Grantee is a department, office or institution of the state or a political subdivision of the state, it shall require any contractor from whom it makes a purchase to have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the ORC. Annually, each such contractor shall be required to file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative

services. Subgrantee shall provide for an affirmative action program for the Project for the employment and effective utilization of disadvantaged persons whose disadvantage may arise from cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in section 4112.01 of the ORC, national origin, or ancestry.

Subgrantee shall comply with the requirements of Sections 125.111 and 153.59 of the ORC and Chapter 123:2-3 of the Ohio Administrative Code, as applicable.

#### V. Prohibition Against Purchase of Services Provided Outside the United States

Executive Order 2011-12K, signed June 21, 2011, provides that no State Cabinet Agency, Board or Commission shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. Subgrantee affirms that it has read and understands Executive Order 20 11-12K and shall abide by the Executive Order's requirements in the performance of this Grant Agreement and shall perform no services required under this Grant Agreement outside of the United States. Subgrantee shall disclose to the City:

- A. The location(s) where all services are to be performed by Subgrantee;
- 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
- C. stored;
- D. Any change in the location of any services being provided by Subgrantee under this Grant Agreement; and
- E. The principal business location of Subgrantee.

#### VI. Equal Employment Opportunity

The Subgrantee agrees that it shall comply with the requirements of ORC 125.111 for all subcontracts for purchases under the Project.

#### VII. Non-Compliance

In the event of the Subgrantee's non-compliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part.

#### VIII. Prevailing Wage Requirement

Except as provided in ORC Section 4115.04, moneys appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in section 4115.03 of the Revised Code, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in ORC Section 4115.04.

#### IX. Independent Capacity of Subgrantee

The parties hereto agree that the Subgrantee, and any agents and employees of the Subgrantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City. Nothing in this Grant Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.

#### X. Conflicts of Interest and Ethics Compliance

Grantee, by signature on this document, certifies that it:

(i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

#### XI. Liability

The Subgrantee agrees to indemnify and to hold the City harmless and immune from any and all claims for injury or damages arising from this Grant Agreement which are attributable to Subgrantee's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Subgrantee, or joint venturers while acting under this Grant Agreement. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

#### XII. Campaign Contributions

The Subgrantee hereby certifies that all applicable parties listed in ORC 3517.13(I)(3) or (J)(3) are in full compliance with ORC 3517.13(I)(1) and (J)(1).

#### XIII. Certification Against Unresolved Findings for Recovery

Subgrantee represents and warrants that it is not subject to an "unresolved" finding for recovery under ORC.9.24. If this warranty is deemed to be false, this Grant Agreement shall be void *ab initio* and Subgrantee shall immediately repay to the State any funds paid under this Grant Agreement.

#### XIV. Subgrantee's Liability

The following attachments must be included by the Contractor at the time of the execution of this Contract; each being subject to the approval of the Solicitor:

The Contractor and its subcontractors engaged in the design and construction of the Project must provide a Certification of Insurance verifying its limits for bodily injury, including death resulting therefrom, public liability, employer's liability, property damage, personal injury, automobile insurance and advertising injury in an amount not less than \$1,000,000 per occurrence.

- A. The City, its authorized agents, and CRWP shall be endorsed as "additional insureds" on all policies covering work under this RFP.
- B. All insurance shall be endorsed so that it cannot be canceled with less than thirty (30) days written notice to the City.
- C. Worker's Compensation coverage as required by statute, covering all employees, lease workers, temporary workers and volunteer labor of the City and its Contractor or subcontractors. A copy of the Contractor's Workers' Compensation Certificate shall be submitted to the City.
- D. Employer's Liability coverage with limits of \$1,000,000.00 each employee, each accident; provided that in monopolistic states Stop Gap Coverage be maintained by endorsement to the Commercial General Liability Insurance, in lieu of Employer's Liability coverage.

#### XV. Ohio Elections Law

The Subgrantee shall, as applicable to this Project, ensure that all subcontractors comply with the provisions of the Ohio Elections Law, Section 3517.13 of the Ohio Revised Code.

## XVI. Human Trafficking

Subgrantee and any person acting on behalf of Subgrantee shall not engage in trafficking of persons; procure a commercial sex act or use forced labor in the performance of this Grant Agreement.

## XVII. Drug Free Workplace

The Subgrantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

## XVIII. Transfer of Records

It is the intent of the City that the current efforts be conducted in a manner that maximizes the City's flexibility regarding the development of future site plan development. Data shall be collected and formatted in a manner consistent with common good engineering practices.

All records (original tracings, maps, field sketches, lab reports, flow data, graphics originals, design calculations, electronic files including model input and output files, etc.) generated by the Project shall be the property of the City and shall be turned over to the City upon completion or as directed.

## XIX. Assurances

The Subgrantee shall:

- 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:
  1. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514;
  2. notification of violating facilities pursuant to Executive Order 11738;
  3. protection of wetlands pursuant to Executive Order 11990;
  4. evaluation of flood hazards in flood plains in accordance with Executive Order 11988;
  5. 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.*);
  6. 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.*);
  7. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  8. 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.
- H. Comply with Title 18, U.S.C, Section 874, Kickback from Public Works Employees: Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces and person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.
- I. The subgrantee agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to do the following:
  - a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by the contractor and subcontractor (d) for the construction, supply and service contracts entered into by the contractor;
  - b. That any facility to be utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
  - c. That in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
  - d. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
  - e. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
  - f. That it will include the provisions of paragraphs "a" through "g" in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
  - g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government, as soon

as the contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

- J. During the performance of this contract, the subgrantee agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
  - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
  - e. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
  - f. Full cooperation as expressed in clause 5 above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be

declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

- h. In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.
- i. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.
- j. NOTICE: THE CONTRACTOR MUST COMPLY WITH THE PROVISIONS OF THE GOVERNORS EXECUTIVE ORDER 84-9, DATED FEBRUARY 15, 1984, WHICH REQUIRES THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS FOR THE UTILIZATION OF WOMEN ON STATE AND STATE-ASSISTED CONSTRUCTION CONTRACTS.

## XX. Compliance with Laws Not Listed

Subgrantee shall comply with all applicable federal, state, local laws, regulations (rules, ordinances), assurances, circulars and orders whether or not specifically set forth or referenced in this Grant Agreement.

## XXI. Time for Completion

Subgrantee acknowledges and agrees that time is of the essence to the contract and that if Subgrantee shall fail to complete the Work as herein provided within the time fixed, or extended as mutually agreed upon, the City may retain as liquidated damages incident to such delay, a portion of the monies which are or may become due said Subgrantee, and every calendar day the completion of the Work be delayed beyond the time set forth herein for such completion shall constitute an incident of delay.

Subgrantee acknowledges and agrees that, inasmuch as the City will sustain expenses and inconveniences and other damages in the event that the Subgrantee fails to perform the Work as herein specified within the time herein set forth, included but not limited to inconvenience to the public, Engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract and other elements, some of which are indefinite and, in some cases, not susceptible to convenient determination, an amount equal to that stated below for each calendar day delay shall be considered as liquidated damages and not as a penalty and shall become due the City as full payment for all such expenses and damages sustained by it as a result of the Subgrantee's failure to complete the Work as follows: \$500.00 FOR EACH DAY BEYOND June 15, 2022.

## SECTION E. INSTRUCTIONS TO OFFERERS

### I. Proposal Format

In responding to this RFP, please submit a proposal addressing the following items:

- A. Description of Contractor's Understanding of the Project.
- B. Description of Services to be Performed.
- C. Assumptions and Expectations.
- D. Cost Proposal as set forth in Section A.
- E. Bid Schedule (example attached as Exhibit A)
- F. Proposed Project schedule identifying milestones, deliverables, and key coordination meetings. Include current workload and schedule of proposed Project in consideration of that workload.

### II. Selection and Award Process

The selection process will involve screening of submitted proposals and may also involve interviews. The City will select a Contractor on the basis of Contractor qualifications, price, understanding of the scope of services, level of services to be provided, and ability to complete the project within the timeframe.

A **mandatory pre-bid meeting** will be held on **September 28, 2021 at 9:00 AM** at the project site (221 Erie Road, Eastlake, OH 44095) to discuss the Project and tour the Project Site. The inclement weather backup date will be October 1, 2021 at 9:00 AM. **Please RSVP for the mandatory pre-bid meeting by 5pm on September 27, 2021**; contact Josh Myers at [jmyers@crwp.org](mailto:jmyers@crwp.org) or  [\(440\) 975-3870 ext. 1007](tel:(440)975-3870).

If interested, submit either an electronic-only version of your submittal via email to Josh Myers ([jmyers@crwp.org](mailto:jmyers@crwp.org)) or mail a flash drive submittal to the City; either type of submittal (email or mailed flash drive) must be **received no later than 4:00 pm local time October 12, 2021**. Any proposals received after this time and date will not be accepted.

The City expects to award the contract by **September 2021** at a meeting of the City Council. Notification of award will be released following this meeting. Work will commence after successful execution of a contract for services between the Contractor and the City and contract approval by Ohio Department of Natural Resource. All work under this contract, including invoices, must be completed and delivered to the City by **June 15, 2022**. The City reserves the right to waive any informalities or minor irregularities, reject any and all statements that are incomplete, conditional or obscure, accept or reject any and all any expenses incurred in connection with the preparation of a response to this RFP. The City reserves the right to obtain financial data or other supplemental information concerning the bidders, if relevant. Bidders should prepare their proposals simply and economically, providing a straightforward and concise description of their abilities to provide the services described at the expected quality level. The City reserves the right to accept the proposal deemed most advantageous and in the best interest of the City.

**Questions should be directed to:** Josh Myers ([jmyers@crwp.org](mailto:jmyers@crwp.org)) via email only. The deadline to submit questions is October 5, 2021. A Question and Response document will be shared with all recipients of the RFP by October 8, 2021.

## Exhibits

### Exhibit A: Bid Schedule

Chagrin River Streambank Stabilization Project at Erie Road Park BID SCHEDULE							
Item No.	Description	QTY	Unit	Unit Price		Total Unit Cost	Total Cost
				Labor	Material		
1	SITE ASSESSMENT	1	LS				
2	DESIGN	1	LS				
3	PERMIT PREPARATION AND SUBMITTAL, PERMIT MONITORING, AND REPORTING	1	LS				
4	SITE PREPARATION	1	LS				
5	STREAM RESTORATION/ AND RECONNECTION OF STREAM TO FLOODPLAIN	410	LF				
6	RIPARIAN PLANTINGS	0.25	AC				
7	INVASIVE PLANT TREATMENT	0.5	AC				
9	DEBRIS REMOVAL	1	LS				
<b>TOTAL CONTRACT BID PRICE ITEMS 1 THROUGH 9</b>							
<p>AMOUNTS SHALL BE SHOWN IN FIGURES. THE TOTAL CONTRACT BID PRICE AS LISTED ABOVE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. IF THERE IS A DISCREPANCY, BETWEEN THE TOTAL UNIT COST AND THE TOTAL COST BID ON ANY ITEM, MATHEMATICAL MISTAKES WILL BE RESOLVED BY MULTIPLYING THE SUM OF THE INDIVIDUAL UNIT PRICES GIVEN FOR LABOR AND MATERIAL TIMES THE ESTIMATED QUANTITY FOR EACH BID ITEM. THE TOTAL SUM OF THE INDIVIDUAL ITEMS SHALL GOVERN.</p> <p><b>THE BIDDER AGREES TO THE FOLLOWING CONTRACT TERMS:</b></p> <ul style="list-style-type: none"> <li>• <b>COMPLETION DATE: THIS PROJECT MUST BE COMPLETE NO LATER JUNE 15, 2022.</b></li> <li>• <b>LIQUIDATED DAMAGES: \$500.00 FOR EACH DAY BEYOND JUNE 15, 2022.</b></li> <li>• <b>FUNDING AND CLOSEOUT PAPERWORK: JUNE 15, 2022.</b></li> </ul>							
NAME OF BIDDER: _____				DATE: _____			
SIGNATURE OF BIDDER: _____				_____			

**Exhibit B: Qualitative Habitat Evaluation Index and Modified Bank Erosion Hazard  
Index**

Stream & Location: Chagrin River @ Erie Road Park RM: 0.7 Date: 9/21/18

Scorers Full Name & Affiliation: k. Brewster / J. Myers, CRWP

River Code: - - - STORET #: - - - Lat./ Long.: 41.66923 -81.43118 Office verified location

**1] SUBSTRATE** Check **ONLY** Two substrate TYPE BOXES; estimate % or note every type present. Check ONE (Or 2 & average)

<p><b>BEST TYPES</b></p> <input type="checkbox"/> BLDR / SLABS [10] <input type="checkbox"/> BOULDER [9] <input type="checkbox"/> COBBLE [8] <input type="checkbox"/> GRAVEL [7] <input type="checkbox"/> SAND [6] <input type="checkbox"/> BEDROCK [5]	<p><b>POOL RIFFLE</b></p> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p><b>OTHER TYPES</b></p> <input type="checkbox"/> HARDPAN [4] <input type="checkbox"/> DETRITUS [3] <input type="checkbox"/> MUCK [2] <input checked="" type="checkbox"/> SILT [2] <input type="checkbox"/> ARTIFICIAL [0]	<p><b>POOL RIFFLE</b></p> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<p><b>ORIGIN</b></p> <input type="checkbox"/> LIMESTONE [1] <input type="checkbox"/> TILLS [1] <input type="checkbox"/> WETLANDS [0] <input type="checkbox"/> HARDPAN [0] <input checked="" type="checkbox"/> SANDSTONE [0] <input type="checkbox"/> RIP/RAP [0] <input type="checkbox"/> LACUSTURINE [0] <input type="checkbox"/> SHALE [-1] <input type="checkbox"/> COAL FINES [-2]	<p><b>QUALITY</b></p> <input checked="" type="checkbox"/> HEAVY [-2] <input type="checkbox"/> MODERATE [-1] <input type="checkbox"/> NORMAL [0] <input type="checkbox"/> FREE [1] <input checked="" type="checkbox"/> EXTENSIVE [-2] <input type="checkbox"/> MODERATE [-1] <input type="checkbox"/> NORMAL [0] <input type="checkbox"/> NONE [1]	<p><b>Substrate</b></p> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 10px auto;">0</div> <p>Maximum 20</p>
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NUMBER OF BEST TYPES:  4 or more [2]  3 or less [0]

Comments

**2] INSTREAM COVER** Indicate presence 0 to 3: 0-Absent; 1-Very small amounts or if more common of marginal quality; 2-Moderate amounts, but not of highest quality or in small amounts of highest quality; 3-Highest quality in moderate or greater amounts (e.g., very large boulders in deep or fast water, large diameter log that is stable, well developed rootwad in deep / fast water, or deep, well-defined, functional pools). Check ONE (Or 2 & average)

<p><b>UNDERCUT BANKS</b> [1] <input type="checkbox"/></p> <p><b>OVERHANGING VEGETATION</b> [1] <input type="checkbox"/></p> <p><b>SHALLOWS (IN SLOW WATER)</b> [1] <input type="checkbox"/></p> <p><b>ROOTMATS</b> [1] <input type="checkbox"/></p>	<p><b>POOLS &gt; 70cm</b> [2] <input type="checkbox"/></p> <p><b>ROOTWADS</b> [1] <input type="checkbox"/></p> <p><b>BOULDERS</b> [1] <input type="checkbox"/></p>	<p><b>OXBOWS, BACKWATERS</b> [1] <input type="checkbox"/></p> <p><b>AQUATIC MACROPHYTES</b> [1] <input type="checkbox"/></p> <p><b>LOGS OR WOODY DEBRIS</b> [1] <input type="checkbox"/></p>	<p><b>AMOUNT</b></p> <input type="checkbox"/> EXTENSIVE >75% [11] <input type="checkbox"/> MODERATE 25-75% [7] <input checked="" type="checkbox"/> SPARSE 5-<25% [3] <input type="checkbox"/> NEARLY ABSENT <5% [1]
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**Embeddness**  SILT  EMBEDDEDNESS

Comments

**Cover** Maximum 20 7

**3] CHANNEL MORPHOLOGY** Check ONE in each category (Or 2 & average)

<p><b>SINUOSITY</b></p> <input type="checkbox"/> HIGH [4] <input type="checkbox"/> MODERATE [3] <input checked="" type="checkbox"/> LOW [2] <input type="checkbox"/> NONE [1]	<p><b>DEVELOPMENT</b></p> <input type="checkbox"/> EXCELLENT [7] <input type="checkbox"/> GOOD [5] <input type="checkbox"/> FAIR [3] <input checked="" type="checkbox"/> POOR [1]	<p><b>CHANNELIZATION</b></p> <input type="checkbox"/> NONE [6] <input type="checkbox"/> RECOVERED [4] <input checked="" type="checkbox"/> RECOVERING [3] <input type="checkbox"/> RECENT OR NO RECOVERY [1]	<p><b>STABILITY</b></p> <input type="checkbox"/> HIGH [3] <input checked="" type="checkbox"/> MODERATE [2] <input type="checkbox"/> LOW [1]
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Comments

**Channel** Maximum 20 8

**4] BANK EROSION AND RIPARIAN ZONE** Check ONE in each category for EACH BANK (Or 2 per bank & average)

<p><b>EROSION</b></p> <input type="checkbox"/> NONE / LITTLE [3] <input checked="" type="checkbox"/> MODERATE [2] <input checked="" type="checkbox"/> HEAVY / SEVERE [1]	<p><b>RIPARIAN WIDTH</b></p> <input type="checkbox"/> WIDE > 50m [4] <input checked="" type="checkbox"/> MODERATE 10-50m [3] <input type="checkbox"/> NARROW 5-10m [2] <input checked="" type="checkbox"/> VERY NARROW < 5m [1] <input type="checkbox"/> NONE [0]	<p><b>FLOOD PLAIN QUALITY</b></p> <input type="checkbox"/> FOREST, SWAMP [3] <input type="checkbox"/> SHRUB OR OLD FIELD [2] <input checked="" type="checkbox"/> RESIDENTIAL, PARK, NEW FIELD [1] <input type="checkbox"/> FENCED PASTURE [1] <input type="checkbox"/> OPEN PASTURE, ROWCROP [0]	<p><b>CONSERVATION TILLAGE</b> [1] <input type="checkbox"/></p> <p><b>URBAN OR INDUSTRIAL</b> [0] <input type="checkbox"/></p> <p><b>MINING / CONSTRUCTION</b> [0] <input type="checkbox"/></p>
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Indicate predominant land use(s) past 100m riparian.

Comments

**Riparian** Maximum 10 5.25

**5] POOL / GLIDE AND RIFFLE / RUN QUALITY**

<p><b>MAXIMUM DEPTH</b> Check ONE (ONLY!)</p> <input checked="" type="checkbox"/> > 1m [6] <input type="checkbox"/> 0.7-<1m [4] <input type="checkbox"/> 0.4-<0.7m [2] <input type="checkbox"/> 0.2-<0.4m [1] <input type="checkbox"/> < 0.2m [0]	<p><b>CHANNEL WIDTH</b> Check ONE (Or 2 &amp; average)</p> <input type="checkbox"/> POOL WIDTH > RIFFLE WIDTH [2] <input checked="" type="checkbox"/> POOL WIDTH = RIFFLE WIDTH [1] <input type="checkbox"/> POOL WIDTH < RIFFLE WIDTH [0]	<p><b>CURRENT VELOCITY</b> Check ALL that apply</p> <input type="checkbox"/> TORRENTIAL [-1] <input checked="" type="checkbox"/> SLOW [1] <input type="checkbox"/> VERY FAST [1] <input type="checkbox"/> INTERSTITIAL [-1] <input type="checkbox"/> FAST [1] <input type="checkbox"/> INTERMITTENT [-2] <input type="checkbox"/> MODERATE [1] <input type="checkbox"/> EDDIES [1]	<p><b>Recreation Potential</b></p> <div style="border: 1px solid black; padding: 5px; margin: 5px;"> <p><b>Primary Contact</b></p> <p><b>Secondary Contact</b></p> <p>(circle one and comment on back)</p> </div>
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Indicate for reach - pools and riffles.

Comments

**Pool / Current** Maximum 12 8

Indicate for functional riffles; Best areas must be large enough to support a population of riffle-obligate species: Check ONE (Or 2 & average).  NO RIFFLE [metric=0]

<p><b>RIFFLE DEPTH</b></p> <input type="checkbox"/> BEST AREAS > 10cm [2] <input type="checkbox"/> BEST AREAS 5-10cm [1] <input type="checkbox"/> BEST AREAS < 5cm [metric=0]	<p><b>RUN DEPTH</b></p> <input type="checkbox"/> MAXIMUM > 50cm [2] <input type="checkbox"/> MAXIMUM < 50cm [1]	<p><b>RIFFLE / RUN SUBSTRATE</b></p> <input type="checkbox"/> STABLE (e.g., Cobble, Boulder) [2] <input type="checkbox"/> MOD. STABLE (e.g., Large Gravel) [1] <input type="checkbox"/> UNSTABLE (e.g., Fine Gravel, Sand) [0]	<p><b>RIFFLE / RUN EMBEDDEDNESS</b></p> <input type="checkbox"/> NONE [2] <input type="checkbox"/> LOW [1] <input type="checkbox"/> MODERATE [0] <input type="checkbox"/> EXTENSIVE [-1]
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Comments

**Riffle / Run** Maximum 8 0

**6] GRADIENT** (6.61 ft/mi)  VERY LOW - LOW [2-4]  MODERATE [6-10]  HIGH - VERY HIGH [10-6]

**DRAINAGE AREA** (261 mi<sup>2</sup>)

%POOL: 30 %GLIDE: 0

%RUN: 70 %RIFFLE: 0

Comments

**Gradient** Maximum 10 10



**A) SAMPLED REACH**

Check ALL that apply

Comment RE: Reach consistency/ Is reach typical of stream?, Recreation/ Observed - Inferred, Other/ Sampling observations, Concerns, Access directions, etc.

**METHOD**      **STAGE**

- BOAT
  - WADE
  - L. LINE
  - OTHER
- 1st -sample pass- 2nd
  - HIGH
  - UP
  - NORMAL
  - LOW
  - DRY

**DISTANCE**

- 0.5 Km
- 0.2 Km
- 0.15 Km
- 0.12 Km
- OTHER

**CLARITY**

- 1st --sample pass-- 2nd
- < 20 cm
- 20-<40 cm
- 40-70 cm
- > 70 cm/ CTB
- SECCHI DEPTH

**B) AESTHETICS**

- NUISANCE ALGAE
- INVASIVE MACROPHYTES
- EXCESS TURBIDITY
- DISCOLORATION
- FOAM / SCUM
- OIL SHEEN
- TRASH / LITTER
- NUISANCE ODOR
- SLUDGE DEPOSITS
- CSOs/SSOs/OUTFALLS

**D) MAINTENANCE**

- PUBLIC / PRIVATE / BOTH / NA
- ACTIVE / HISTORIC / BOTH / NA
- YOUNG-SUCCESSION-OLD
- SPRAY / SNAG / REMOVED
- MODIFIED / DIPPED OUT / NA
- LEVEED / ONE SIDED
- RELOCATED / CUTOFFS
- MOVING-BEDLOAD-STABLE
- ARMOURED / SLUMPS
- ISLANDS / SCOURED
- IMPOUNDED / DESICCATED
- FLOOD CONTROL / DRAINAGE

Circle some & COMMENT

**E) ISSUES**

- WWTP / CSO / NPDES / INDUSTRY
- HARDENED / URBAN / DIRT&GRIME
- CONTAMINATED / LANDFILL
- BMPs-CONSTRUCTION-SEDIMENT
- LOGGING / IRRIGATION / COOLING
- BANK / EROSION / SURFACE
- FALSE BANK / MANURE / LAGOON
- WASH H<sub>2</sub>O / TILE / H<sub>2</sub>O TABLE
- ACID / MINE / QUARRY / FLOW
- NATURAL / WETLAND / STAGNANT
- PARK / GOLF / LAWN / HOME
- ATMOSPHERE / DATA PAUCITY

**F) MEASUREMENTS**

- $\bar{x}$  width
- $\bar{x}$  depth
- max. depth
- $\bar{x}$  bankfull width
- bankfull  $\bar{x}$  depth
- W/D ratio
- bankfull max. depth
- floodprone  $x^2$  width
- entrench. ratio

Legacy Tree:

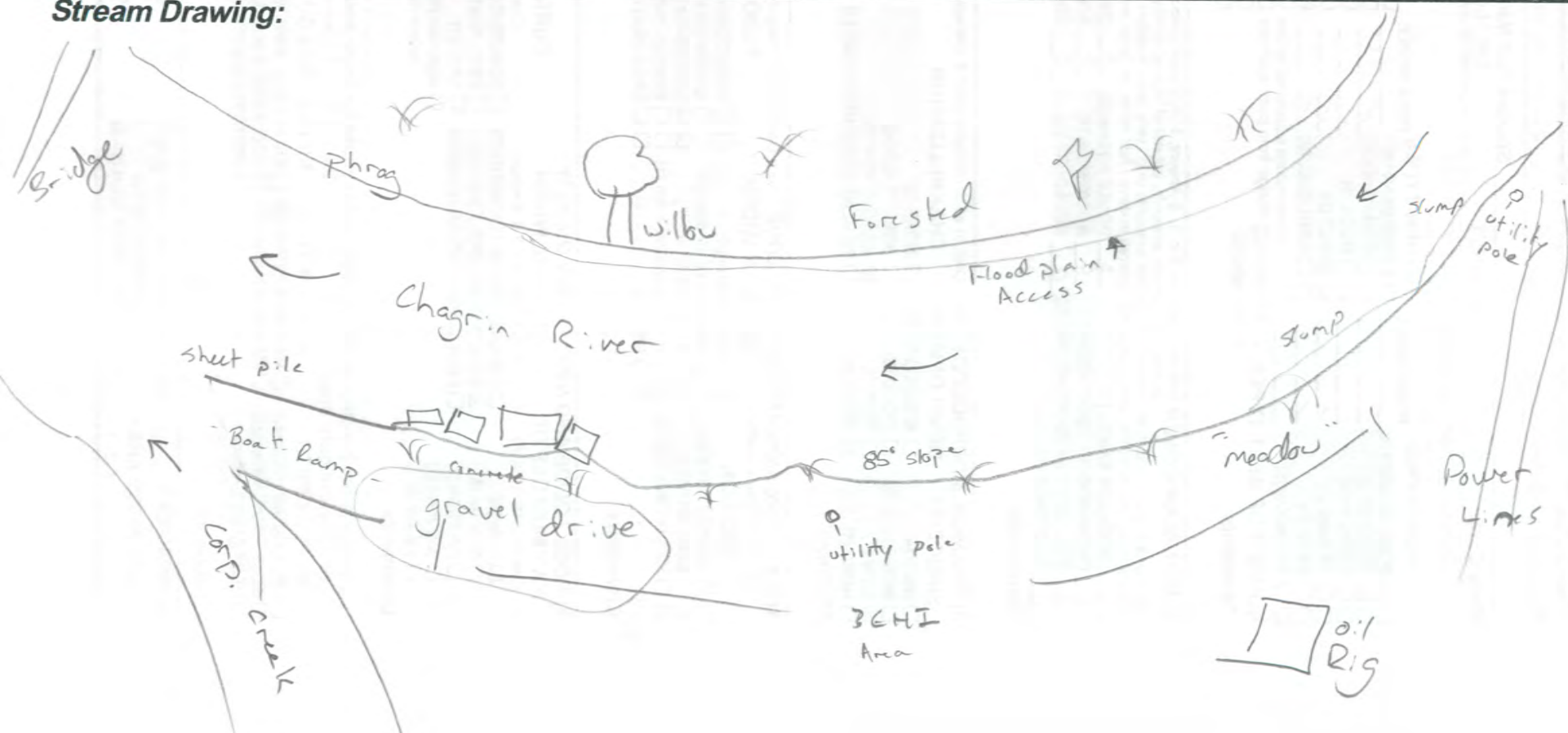
**CANOPY**

- 1st pass \_\_\_\_\_ cm
- 2nd pass \_\_\_\_\_ cm
- > 85% - OPEN
- 55% - < 85%
- 30% - < 55%
- 10% - < 30%
- < 10% - CLOSED

**C) RECREATION**

- AREA DEPTH
- POOL:  > 100ft<sup>2</sup>  > 3ft

**Stream Drawing:**



Date: 9/21/18 Weather: Sunny  
 Personnel: Kim Brewster + Josh Myers Bank Number: 1 - Erie Rd Park  
 GPS up: 41.66972, -81.43132 GPS down: 41.66892, -81.43066  
 Picture Numbers: Bank: Left  
 Bank Height: 1.3 meters Bank Length (ft): 510'  
 Questions answered yes to: 1,6  
 Distance to Infrastructure (ft): 6' Type (bridge, culvert, utility etc.): utility

**Qualitative Indicators: Circle all that apply**

unvegetated mid channel bar/braided channel exposed infrastructure failed BMP's  
 exposed tree roots on both sides downstream of dam headcuts  
 leaning trees on both sides slumping stream bank perched tributaries

**BEHI Metrics and Scoring**

**Material Description:**

Floodplain deposition, gravel, silt, sand

Root Depth/Bank Height	Score	Root Density	Score	Material Adjustment*	Score
10%	8.5	20%	7	Yes No	+4
Bank Angle	Score	Surface Protection	Score	Number of Stratified Layers**	Score
85°	7	50%	9.5	-	-

Total Score: 36 Ranking (ex:high, mod, low, etc.): Very High  
 Very Low: 4-7.5 Low: 7.75-15.5 Mod: 15.75-23.5 High: 23.75-31.5 Very High: 31.75-36.5 Extreme: >36.5

Notes: Near bank stress - high

\* Material adjustments can be made based on the erodibility of the material. Up to 10 points can be subtracted for nonerosive material (i.e. cobble). Up to 10 points can be added for extremely erodible materials (i.e. sand). A mixture of material (i.e. sand with some gravel or silty, sand with trace gravel) is more often found in stream systems so an average score would be more appropriate (i.e. add 6 points instead of 10). Typically there are no adjustments made for clay, silt, or bedrock. This is not a mandatory adjustment.

\*\* Stratification adjustments can be made if erosion is enhanced due to the stratified layers. Adjust only if one of the layers is an erodible material ( sand/gravel; not bedrock/clay). Up to 10 points can e added for multiple layers of stratification. Up to 5 points can be added for a sigle layer of stratification. Consider where the layers are in relation to water when making adjustments. This is not a mandatory adjustment.

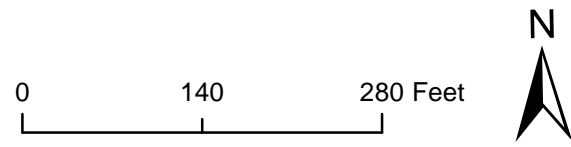
## Exhibit C: Conceptual Restoration Plan



Copyright nearmap 2015

Conceptual Restoration Plan  
 Erie Road Park  
 City of Eastlake  
 221 Erie Road, Eastlake, OH 44095

- Bioengineered Streambank Stabilization
- Riparian Revegetation
- Invasive Treatment Area
- CEI Easement Area
- Parcel Boundary



**Exhibit D: Capital Improvement Community Park, Recreation/Conservation Project  
Pass Through Grant Agreement Ohio Department of Natural Resources**

**Capital Improvement Community Park, Recreation/Conservation Project  
Pass Through Grant Agreement  
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass Through Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as “State” or “ODNR”), acting by and through its director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code (“ORC”) and Senate Bill No. 310, 133rd General Assembly of the State of Ohio and the City of Eastlake, an Ohio political subdivision (hereinafter referred to as “Grantee”) acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229  
Attn: Program Manager  
Email: [timothy.robinson@dnr.ohio.gov](mailto:timothy.robinson@dnr.ohio.gov)

(b) with respect to the Project Grantee:

City of Eastlake  
35150 Lakeshore Blvd.  
Eastlake, Ohio 44094  
Attn: Mayor  
Email: [dmorley@eastlakeohio.com](mailto:dmorley@eastlakeohio.com)

Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

**WHEREAS**, pursuant to Senate Bill No. 310, the 133<sup>rd</sup> General Assembly of the State of Ohio has appropriated funds in the amount of Four Hundred Seventy Five Thousand Dollars (\$475,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described in as ‘Chagrin River and Lake Erie Boat Access’, (hereinafter referred to as “Project”). Furthermore, \$9,500.00 of the total Project appropriations will be used by the ODNR for the administration of the Project. The Project reference number is **LAKE-015C**; and

**WHEREAS**, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under ORC section 154.22(F), as the fund from which these monies will be disbursed; and

**WHEREAS**, pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the “Bonds”) have been or will be issued by the Ohio Treasurer of State (the “Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described, or provided in this Agreement, in order to comply with federal and state laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds;

**NOW THEREFORE**, for the purposes of providing the funds to the Grantee pursuant to Senate Bill No. 310 of the 133<sup>rd</sup> General Assembly, the parties hereto covenant and agree as follows:

**1. FUNDING AMOUNT.** ODNR agrees to provide the Grantee Four Hundred Sixty-Five Thousand Five Hundred Dollars (\$465,500.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Nine Thousand Five Hundred Dollars (\$9,500.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR’s payment to Grantee exceed Four Hundred Sixty-Five Thousand Five Hundred Dollars (\$465,500.00). Funds for this Project have been released by the Controlling Board as of \_\_\_\_\_ and encumbered by Contract Encumbrance Record Number \_\_\_\_\_ and are so certified by the Director of Budget and Management on \_\_\_\_\_. Obligations of the State are subject to the provisions of ORC Section 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.

**2. PROJECT DESCRIPTION.** The Grantee shall use the grant funds for ‘Chagrin River and Lake Erie Boat Access’, a project to improve the existing boat launch, stabilize eroding streambanks and design and construct parking areas in Eastlake, OH, all as more fully described in Exhibit A attached hereto.

**3. EFFECTIVE AND TERMINATION DATES.** This Agreement commences on the date that it is approved by ODNR(the “Effective Date”) and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of Project completion (or Project acquisition if the Project is solely real property acquisition); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the “Term”). Grantee shall complete the Project on or before June 30th, 2022.

**4. NO RESTRICTIONS OF RECORD.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described on Exhibit B attached hereto, on which the Project will be located and developed as a public parks and recreation or conservation facility (the “Property”). Grantee represents that it is the fee simple owner, or has a lease, exclusive easement

or cooperative use agreement with a term longer than the Term hereof, on the Property and that the only restrictions of record with respect to the Property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map. Grantee hereby represents and warrants that there are not now, and Grantee shall not cause there to be, any restrictions of record with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park and recreation or conservation facility.

**5. CONSTRUCTION SERVICES.** Grantee represents that it will contract for all construction services for the Project and will provide construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.

**6. OPERATION, MAINTENANCE, AND UPKEEP.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds over (y) the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").

**7. REMITTANCES.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State  
30 East Broad Street, 9th Floor  
Columbus, Ohio 43215

**8. COPY WITH REMITTANCE.** Any such remittance pursuant to Section 7 above shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

**9. CONVEYANCE OF INTEREST IN PROJECT TO ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement



by Grantee. This interest shall be in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use thereof. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

**10. PROHIBITION AGAINST DISPOSITION.** Grantee shall not dispose of all or any part of the Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission  
30 East Broad Street, 34th Floor  
Columbus, Ohio 43215  
Attn: Assistant Secretary

**11. LIABILITY; WAIVER OF LIABILITY.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer or any department, agency or official of the State in the case of claim or suit arising from the Project including acquisition of the Property or any future condition, construction, operation, maintenance or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.

**12. INSURANCE.** Unless otherwise agreed by ODNR, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including, casualty insurance, and if applicable, professional liability insurance and builder's risk insurance, to insure ODNR, OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements, set forth herein.

**13. BONDED AND INSURED EMPLOYEES AND AGENTS.** Prior to release of advance funds by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

**14. PUBLIC FUNDS COMPLIANCE.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with ORC Chapter 135.

**15. REPORTS AND RECORDS.** Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and OPFC for a period of not less than eighteen (18) years after the date of Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

**16. RESTRICTIONS ON EXPENDITURES.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.

**17. DETERMINATION OF INELIGIBILITY.** If it is determined by an audit by the Auditor of State or any department, agency or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.

**18. NO FINDING FOR RECOVERY.** Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under ORC Section 9.24, or that it has taken appropriate remedial steps required under ORC Section 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

**19. REAL PROPERTY ACQUISITION.** All appropriations of real property for the Project by Grantee shall be made pursuant to ORC Sections 163.01 to 163.22, except as otherwise provided in ORC Chapter 163.

**20. PREVAILING WAGE.** Except as provided in ORC Section 4115.04, moneys appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in section 4115.03 of the Revised Code, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in ORC Section 4115.04.

**21. PROJECT NONDISCRIMINATION.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.

**22. EMPLOYMENT NONDISCRIMINATION; AFFIRMATIVE ACTION.** If Grantee is a department, office or institution of the state, or a political subdivision of the state, every contract entered into by Grantee shall contain provisions by which the contractor agrees to both of the following.

(A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

(B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, national origin or ancestry.

If Grantee is a department, office or institution of the state or a political subdivision of the state, it shall require any contractor from whom it makes a purchase to have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the ORC. Annually, each such contractor shall be required to file a description of the affirmative action program and a progress report on its

implementation with the equal employment opportunity office of the department of administrative services.

Whether or not Grantee is department, office or institution of the state or a political subdivision of the state, it shall provide for an affirmative action program for the Project for the employment and effective utilization of disadvantaged persons whose disadvantage may arise from cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in section 4112.01 of the ORC, national origin, or ancestry.

Grantee shall comply with the requirements of Sections 125.111 and 153.59 of the ORC and Chapter 123:2-3 of the Ohio Administrative Code, as applicable.

**23. ODNR RIGHT TO TERMINATE.** ODNR reserves the right to terminate this Agreement and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

**24. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE.** The Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and ORC Chapter 154 and all other laws that apply to expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.

Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act and Ohio unemployment compensation law.

Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any

other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

**25. CAMPAIGN CONTRIBUTIONS** Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13..

**26. EQUAL OPPORTUNITY COMPLIANCE.** If Grantee is a political subdivision, Grantee shall comply with the requirements of ORC 125.111 for all contracts for purchases under the Project.

**27. MODIFICATION.** This Agreement may be modified if agreed to in writing by both parties.

**28. ETHICS CERTIFICATION.** Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

**29. SEVERABILITY.** Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

**30. EXPENDITURES OF PUBLIC FUNDS ON OFFSHORE SERVICES.** Grantee affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement and the Project. Notwithstanding any other terms of this Agreement, ONDR reserves the right to recover any funds paid for services the Grantee obtains outside of the United States for which it does not receive a waiver. ODNR does not waive any other rights and remedies provided ODNR in this Agreement.

**31. MISCELLANEOUS.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. 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.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- f. Execution. This Agreement is not binding upon ODNR unless executed in full.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- h. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to ORC Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**32. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.

**33. OPEN TRADE:** Pursuant to ORC Section 9.76 (B) Grantee warrants that the Grantee is not boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, and will not do so during the contract period.

**IN TESTIMONY WHEREOF**, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

**FOR THE GRANTEE:**

**FOR THE STATE OF OHIO, ODNR:**

\_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

\_\_\_\_\_

Mary Mertz

**Director**

Ohio Department of Natural Resources

Date: \_\_\_\_\_

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **LAKE-015C**

I, \_\_\_\_\_ [name and title], acting as attorney for the City of Eastlake (“Grantee”), and for the reliance of the Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project — Pass Through Grant Agreement (the “Agreement”) and my knowledge of Grantee’s organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee’s acceptance of the Agreement and the signing officer’s execution thereof, \_\_\_ has \_\_\_ has not\* been authorized by the governing body of Grantee or has otherwise been authorized by grantee’s charter. (Resolution or Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 202\_\_).

\*If “has not” is checked, please indicate the reason. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Legal Counsel for Grantee** \_\_\_\_\_  
(Signature)

**Printed Name of Legal Counsel** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Registration Number** \_\_\_\_\_



# EXHIBIT A

## PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 3-11 comprise the 'Project Information Package'. Please complete all forms on pages 3-11 and send with all other requested materials on pages 3 -11 (only) to the address below. This is the first step in the project coordination process.

Tim Robinson  
ODNR  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229-6693

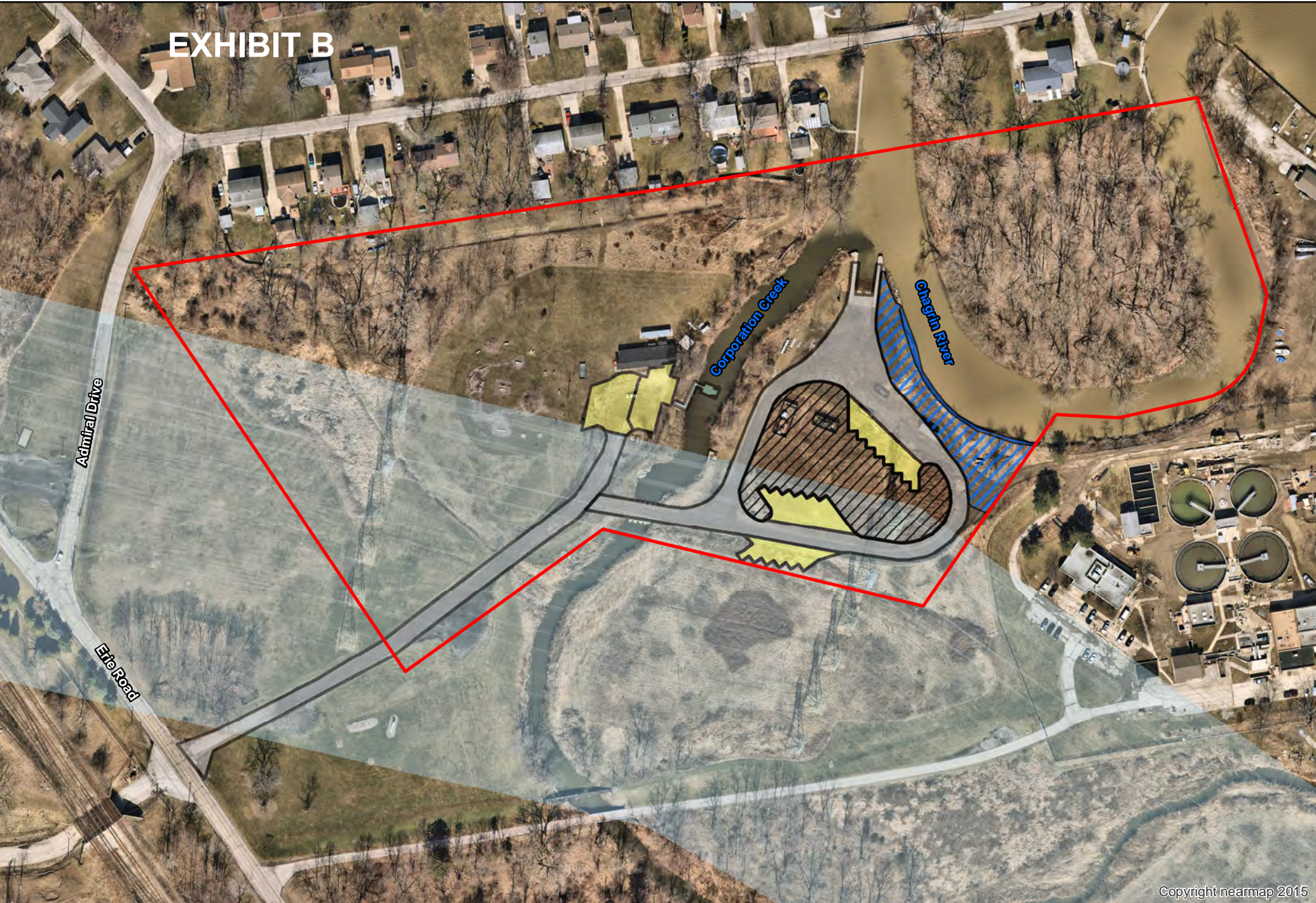


### **BASIC INFORMATION**

1. Awarded Project Sponsor: City of Eastlake
2. Address, including zip code:  
35150 Lakeshore Blvd.  
Eastlake, OH 44094
3. Tax Identification Number: 34-600897
4. Telephone Number: 44 951-22 00
5. Contact Person & Title: Mayor Dennis Morley
6. Email: dmorley@eastlakeohio.com
7. Telephone Number: 440-951-2200
8. Brief Description of Project:  

The project will enhance public access and recreational opportunities to the Chagrin River and Lake Erie at Erie Road Park in the City of Eastlake by improving the existing boat launch, stabilizing eroding streambanks, and design and construct permeable pavement parking areas.

# EXHIBIT B



Proposed Site Plan  
Erie Road Park  
City of Eastlake  
221 Erie Road, Eastlake, OH 44095

- Permeable Pavement
- Asphalt Drive Lanes
- Native Prairie Seeding
- Bioengineered Streambank Stabilization
- CEI Easement Area
- Parcel Boundary
- Riparian Revegetation

0 160 320 Feet



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