

City of Mentor

BID SET

**Norton Estate Stream
Restoration City of Mentor**

April 24, 2023

**Prepared under the supervision of
Josh Myers, Associate Director,
Chagrin River Watershed Partners, Inc.
Date April 24, 2023**

CITY OF MENTOR OFFICIALS

ADMINISTRATION

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LEGAL NOTICE

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed proposals will be received at the Engineering Department, 2nd Floor Conference Room, City of Mentor, 8500 Civic Center Boulevard, Mentor, Ohio on May 22, 2023 and will be opened and read at 12:00 P.M. for the following Project:

NORTON ESTATE STREAM RESTORATION

Mandatory Pre-Bid Meeting on May 9, 2023
RSVP to jmyers@crwp.org for details

Bids must be in accordance with specifications advertised on the City of Mentor website: www.cityofmentor.com/legalnotice/rfp or RFP's will be available for pick-up at the Purchasing Office for the cost of printing. Bidders shall be responsible for checking Addenda and obtaining any from the website.

By order of:

Kenneth J. Filipiak, City Manager

News-Herald:

April 24, 2023

May 1, 2023

May 8, 2023

Norton Estate Stream Restoration

REQUEST FOR PROPOSALS
April 24, 2023



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SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

The City of Mentor (the City) is seeking a Design-Build Contractor Team (Contractor) to complete design and construction of a stream restoration project along Newell Creek within the City of Mentor (Project). This design-build project is funded under the United States Environmental Protection Agency (US EPA) Great Lakes Restoration Initiative (GLRI) grant program. This contract will include assistance to the City of Mentor (the "City") and coordination with its project partners, the Chagrin River Watershed Partners, Inc. (CRWP) and the Lake County Soil and Water Conservation District (Lake SWCD).

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 \$366,000. This maximum amount of \$366,000 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 with questions.

SECTION B: DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

I. Background

The City of Mentor proposes to remove an in-line dam, restore 300 linear feet of stream channel in the former dam pool area, create at least 6,000 square feet of wetland within the former dam pool, restore at least 450 linear feet of stream channel below the dam, for a total of 750 linear feet of stream restored along Newell Creek, and treat invasive species over approximately 0.25 acres. Please note, the 750 linear feet of restoration refers to total stream restoration, linear footage on the right and left bank may vary to reach overall restoration goals.

The project area is located on Newell Creek, within the Town of Willoughby-Chagrin River subwatershed (12-digit HUC: 041100030403), in the City of Mentor. Specifically, the project is located at 41.651609, -81.346166, north of Norton Parkway, east of Heatherglen Drive, and west of Newell Creek Drive. The property is privately owned by the Newell Creek Homeowners Association. The City of Mentor will be entering into an access agreement with the HOA to implement the project.

A small in-line pond on Newell Creek has silted in to a depth of four (4) to five (5) feet, nearly filling the pool area. The pond and dam, which were originally constructed for aesthetics and recreation, are approximately 100-years old and date back to the historic Norton Estate which existed before the adjacent Newell Creek subdivision was constructed. The wing walls on both sides of the dam are failing and high-

water events flowing around the structure have severely eroded the right bank below the dam. The dam has impounded approximately 130,000 cubic feet of sediment, which will be released into the stream when the dam fails. The stream will headcut up through the ponded area and release additional sediment if the dam failure is not addressed. In addition to the sediment loads, the area creates a safety hazard to the surrounding community. The wooded undeveloped lands above this property are in an industrial area and slated for future development, increasing the pressures on the failing dam.

The concept includes a full removal of the dam and construction of a meandering stream with restored morphology in the former dam pool area that drops down to the bed of the stream below the dam. Wetland pools will be created on both sides of the new stream channel which will assimilate suspended nutrients and sediment and offload the erosive energy of the stream. The sediment will be moved to the sides of the impoundment during construction of the stream and stabilized during the construction phase. The dam will be removed at the end of the process, thereby preventing any sediment release during the project construction.

The stream below the dam is actively eroding from both bed incision and cross-section/bank widening. This has caused a disconnection to the floodplain and a resulting loss of floodplain function. Portions of the channel have 4-5 feet bank heights. The instream habitat is limited due to high velocity flood flows being confined to the entrenched channel. Many large trees have fallen into the creek as a result of the eroding and undercut banks. As the stream channel continues to enlarge, flood flows of increasing magnitude will be contained within the channel banks causing more channel widening and incision, increasing the sediment delivery downstream and further the loss of aquatic habitat.

Floodplain access will be created by using engineered log jam structures harvested from on-site, which is a low-impact, low-cost practice that will raise the baseflow stage to just below the actual floodplain surface. It will stabilize the stream and restore floodplain functions of infiltration and assimilation of nutrients and sediments. The instream engineered log jam structures will be installed and connected to log sill structures to protect the integrity of the entire structure. The location and spacing of the structures will be based on the floodplain slope; each structure will tie into the existing top of bank and minimize the disturbance of the floodplain. Minimizing the disturbed areas will help to maintain the existing floodplain vegetation and stabilize the surface during flood flows. Any disturbed areas will be reseeded with native plants and groundcover seed mixes. Up to one acre of riparian corridor will be revegetated as needed. The engineered log jam structures will increase the aquatic habitat, reduce in-stream flow velocity, stabilize channel erosion, reduce peak discharges, restore wetland hydrology and restore floodplain infiltration and assimilation.

A Qualitative Habitat Evaluation Index (QHEI) was conducted resulting in a score of 70.5 (Exhibit C), which meets the goal of the Nonpoint Source Implementation Strategy (NPS-IS) for the Town of Willoughby-Chagrin River to maintain a QHEI score of 68.5. Macroinvertebrate sampling was conducted using the Ohio Department of Natural Resources Division of Watercraft's Stream Quality Monitoring Assessment protocol resulting in a score of 11 (poor).

This project is designed to address sedimentation/siltation, flow regime alterations and nutrient/eutrophication, as identified in the Nonpoint Source Implementation Strategy (NPS-IS) for the Town of Willoughby-Chagrin River HUC-12 041100030403 which was approved by the Ohio EPA on January 15, 2020. The Ohio EPA sampling point on Newell/Ward Creek indicates that this stream is in non-attainment of its warmwater habitat designation due to sedimentation/siltation, flow regime alterations,

organic enrichment (sewage), and nutrient/eutrophication. Likely sources of impairment include excessive energy from impervious area runoff, siltation, flow alteration, and loss of riparian habitat.

II. Project Description

A conceptual restoration plan was developed by Lake SWCD with input from project partners (Exhibit D: Conceptual Restoration Plan). Consultants are encouraged to build on or recommend an alternative approach to the attached concept. The stream restoration will add sinuosity to the stream channel and reconnect the channel to its floodplain. The adjacent wetland areas will provide stormwater storage areas during high flow events and riparian habitat. These features will slow down and spread out high energy flows, which are expected to increase with more frequent intense precipitations events as the climate changes. Native trees, shrubs, and herbaceous vegetation will be installed to stabilize the disturbed areas. The native tree species such as cherry, dogwood, oak, redbud, and serviceberry will be more resilient to temperature and moisture changes that may occur with climate change, and result in an increased availability of food for native wildlife and support greater biodiversity.

The project will remove the dam completely and use the existing sediment in the dam pool to build up the embankment on a newly excavated stream channel above the dam. The newly excavated stream will have high sinuosity in order for the stream to have enough length to meet the stream elevation below the dam. This increased stream length and sinuosity will slow down high flows and reduce the risk of future bank erosion and sedimentation. The new stream channel will include riffle structures to restore stream morphology and habitat for macroinvertebrates. Adjacent created wetlands will capture nutrients and provide stormwater storage during high flow events. The project will include an inlet for the existing stream above the project to flow into the wetland floodplain features via a natural low point (see “Conceptual Plan – Upstream View”). This will provide additional discharge capture during high flows.

Below the dam, floodplain access will be created by using engineered log jam structures harvested on-site. This is a low-impact, low-cost practice that will raise the baseflow stage to just below the actual floodplain surface and restore the stream and floodplain function. Instream engineered log jam structures will be installed and connected to log sill structures to protect the integrity of the entire structure. Approximately one acre of riparian corridor will be revegetated as needed. The engineered log jam structures will increase the aquatic habitat, reduce in-stream flow velocity and channel erosion, reduce peak discharges, restore wetland hydrology, and restore floodplain functions (see Conceptual Plan – Downstream View).

This project includes treatment of invasive species along Newell Creek and around the riparian area.

The restored 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.

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.

The selected contractor is responsible for identifying an appropriate access route to the project site. Access may be possible from a utility drive, located immediately east of the project area. 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.

PROJECT PARTNERS:

The City of Mentor will partner with CRWP and Lake SWCD 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. Lake SWCD will provide technical assistance, public education, and serve as a liaison to the Newell Creek Homeowners Association and Continental Management.

PROJECT GOALS

Goal 1: Stabilize and restore approximately 750 linear feet (300 lf of dam pool and 450 lf downstream of the removed dam) with bioengineering techniques.

Goal 2: Reestablish ecological function to this reach of Newell Creek by removing a dam, improving in-stream habitat, and creating long-term stream channel stability.

Goal 3: Increase the QHEI score of 70.5 (Excellent) to a score in the range of 72 to 74 by addressing erosion, installing riparian vegetation, incorporating boulders, rootwads, and logs/woody debris in the design to increase instream cover.

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 also develop and submit a Quality Assurance Project Plan (QAPP) to USEPA with review and input from the City and its partners (Exhibit E). 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 U.S. EPA (Exhibit F), 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 750 linear feet of streambank stabilization;
 - ii. At least 750 linear feet of stream and floodplain restoration using bioengineering techniques;
 - iii. Removal of the existing dam structure;
 - iv. Creation of at least 6,000 square feet of wetland within the former dam pool;
 - v. Treatment of invasive plant species in riparian areas adjacent to the project area (minimum of 0.25 acres);
 - vi. Installation of native plants within riparian and floodplain areas;
 1. Develop planting plan with lists of native plant species (ecoregion and state) to be utilized.
 2. Trees, shrubs, and other woody plants must be installed in accordance with the practices outlined by the Approved American Nation Standard (ANSI).
- 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. Contractor is responsible for developing a Quality Assurance Project Plan in accordance with guidance provided by USEPA. The plan will be developed with review and input from the City and its partners.
- E. Provide calculations and quantities for soil excavation and removal associated with this Project if applicable.
- F. 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.
- G. 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.
- H. Disturbance to existing natural vegetation shall be minimized in accessing the site, restoring the stream and revegetating the riparian zone.
- I. 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.

- J. 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.
- K. 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.
- L. Project design shall include provisions for protecting water quality and stream integrity as much as possible during construction.
- M. 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.
- N. 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.
- O. 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.
- P. The Contractor shall make no use of the Project Site other than between the hours of 7:00 AM and 7:00 PM, Cleveland, Ohio time, Monday through Saturday (national holidays excluded); provided, however, the Contractor shall be permitted to leave stored equipment and materials within the agreed upon areas at the project site at other times. Nothing in this section shall be construed to exempt Contractor or the Project from the City's requirements related to noise or other nuisances.
- Q. 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 sightly condition during construction.
- R. 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 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.
- S. 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.

- T. 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.
- U. 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.
- V. 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.
- W. The Contractor shall be solely responsible for obtaining all data and information sources utilized in design and construction of this Project.
- X. Each part or detail of work shall be subject to inspection by the City or their assigns and its partners.
- Y. 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.
- Z. Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.
- AA. Planting is encouraged in Spring or Fall to promote plant survival. Summer planting should be avoided to ensure plant survival.

III. Schedule

- April 24, 2023:** First bid advertisement
- May 1, 2023:** Second bid advertisement
- May 8, 2023:** Third bid advertisement
- May 9, 2023:** Mandatory pre-proposal meeting at project site at 10:00 AM. Inclement weather backup date will be May 10, 2023 at 10:00 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.
- May 12, 2023:** Questions pertaining to this Request for Proposals must be submitted by 5:00 PM and directed to Josh Myers (jmyers@crwp.org) via email only.
- May 15, 2023:** A Question and Response document will be shared with all recipients of the Request for Proposals.
- May 22, 2023:** Proposals must be received by the City by 12:00 PM (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:

June 2023: Anticipated date for the City to award contract. (Date TBD)

Summer/Fall 2023: Complete Project design and permitting.

Fall/Winter 2023: Complete dam removal and stream stabilization.

Spring 2024: 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.

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

1. Ohio Governor Executive Orders;
2. 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
3. Federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.

II. Bonding Requirements

Bonding requirements are detailed in 40 CFR 30.48 <http://www.epa.gov/lawsregs/search/40cfr.html>

1. A bid guarantee from each bidder equivalent to ten percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

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 Federal 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 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 listed 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 GOVERNOR'S 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.
- k. Compliance with the Davis-Bacon Act: All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as may be applicable and the requirements of 29 CFR pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 CFR pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. Contractor shall comply with the Ohio Prevailing Wage law as may be applicable. Any applicable federal prevailing wage requirements supersede state requirements.

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 March 10, 2025.

SECTION E. INSTRUCTIONS TO OFFERERS

I. Proposal Format

To be entitled to consideration, a proposal must be made in accordance with the following instructions:

- A. Preparation: Each proposal shall be submitted in the manner outline by the City with the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, facsimile, or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as direct on the bid schedule (Exhibit A).

- B. Names of Bidders: Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.
1. Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary, or other person authorized to bind it in the matter.
 2. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to their signature the word President, Secretary, Agent, or other title without disclosing their principal may be held to be the proposal of the individual signing.
 3. When requested by the City, satisfactory evidence of the authority of the office or agent signing on behalf of a corporation or partnership shall be furnished.
- C. Proposal to Include All Work: Each proposal shall include all equipment, material, supplies, or services described in Section A, Section B, and Section C of this document.
- D. Withdrawal of Proposal: Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- E. Acceptance or Rejection of Proposal: The City reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of the City. The City reserves the right to reject any or all proposals.
- F. Informal Proposals: Proposals may be rejected for the following reasons:
1. If the proposal does not include the necessary forms as furnished by the City of Mentor, if the forms are altered, or any part thereof detached.
 2. If there are any irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, providing that the City will make a selection of awards.
 4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
- G. Competency of Bidders: No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager that they have the necessary equipment, ability, and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarded the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or who is in default as surety or otherwise upon any obligation to the City.
- H. Disqualification of Bidders: Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.
1. More than one proposal for the same work from an individual, firm, or corporation under the same or different names.
 2. Evidence of collusion amount Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as a qualified bidder.
 3. Proposal prices that obviously are unbalanced.
- I. Addendum or Modification: Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarded a contract, such addendum or modification will

become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays, and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.

- J. Tax Exemptions: The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. The exemption certificates covering these taxes will be furnished upon request.
 - 1. The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the specifications, and such taxes may be included in the price of shown as a separate item in the proposal.
- K. Assignment of Contract: The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Mentor City Manager, endorsed on or attached to the contract.

In responding to this RFP, please submit one (1) complete hardcopy and one (1) digital copy of a proposal addressing a minimum of 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.
- G. Bid Guarantee and Bonding Requirements
- H. Form of Non-collusion Affidavit – BF.1
- I. Corporate Resolution – BF.2
- J. Proposed Subcontractors – BF.3
- K. Bidder's Insurance Agent's Affidavit – BF.4
- L. Supplemental Bond Acknowledgement – BF.5
- M. Bid Security – BF.6
- N. Personal Experience and Resumes of Personnel.
- O. Three (3) References.

This is not a complete list. Contractors are responsible for reviewing this RFP to ensure that all required items are included in the submitted bid packet.

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 Tuesday, **May 9, 2023 at 10:00 AM** at the project site to discuss the Project and tour the site. The inclement weather backup date will be Wednesday, May 10,

2023 at 10:00 AM. **Please RSVP for the mandatory pre-bid meeting by 12 PM on Monday, May 8, 2023;** contact Josh Myers at jmyers@crwp.org or [\(440\) 975-3870 ext. 1007](tel:(440)975-3870). Directions will be provided at the time of RSVP.

If interested, please submit one (1) complete hardcopy and one (1) digital copy of a proposal to the address below. Submissions must be received at the City of Mentor offices no later than **12:00 NOON on Monday, May 22, 2023**. Any proposals received after this time and date will not be accepted. The City expects to award the contract by June **2023**. 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 US EPA. All work under this contract, including invoices, must be completed and delivered to the City by **March 10, 2025**. 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) via email only. The deadline to submit questions is May 12, 2023. A Question and Response document will be shared with all recipients of the RFP by May 15, 2023.

Delivery:

The proposal shall be sealed in an envelope, addressed to:

City of Mentor

c/o Finance Department
8500 Civic Center Boulevard
Mentor, OH 44060

Exhibits

Exhibit A: Bid Schedule

NORTON ESTATE STREAM RESTORATION 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	750	LF				
6	RIPARIAN PLANTINGS	1	AC				
7	INVASIVE PLANT TREATMENT	0.25	AC				
9	DEBRIS REMOVAL	1	LS				
10	OTHER (EXPLAIN):						
TOTAL CONTRACT BID PRICE ITEMS 1 THROUGH 9							
<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>THE BIDDER AGREES TO THE FOLLOWING CONTRACT TERMS:</p> <ul style="list-style-type: none"> • COMPLETION DATE: THIS PROJECT MUST BE COMPLETE NO LATER MARCH 10, 2025. • LIQUIDATED DAMAGES: \$500.00 FOR EACH DAY BEYOND March 10, 2025. • FUNDING AND CLOSEOUT PAPERWORK: March 10, 2025. 							
NAME OF BIDDER: _____				DATE: _____			
SIGNATURE OF BIDDER: _____				_____			

Exhibit B: City of Mentor Proposal Forms

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF _____)

) SS

COUNTY OF _____)

_____, being first duly sworn, deposes and says
(Individual Name)

that he/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____,
(Individual Name)

Secretary of _____ an _____ Corporation
(Corporation Name) (State)

hereby certify that the Board of Directors of said Corporation on the _____ day of _____, 20____, adopted a resolution authorizing the _____
(Corporation Title, i.e., President)

of this Company, namely, _____, to sign bid proposals,
(Individual Name)

sign and enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said _____ in his sole discretion shall deem best, and that said actions
(Corporation Title, i.e., President)

shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at _____, _____ this _____ day
(City) (State)
of _____, 20____, and I further certify that said resolution is still in full force and effect.

Corporate Secretary

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors he proposes to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

2. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

3. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

4. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

5. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

PROJECT: _____

OWNER: _____

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and his surety hereby acknowledge that the attached bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

SURETY

SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
PHONE NO.: _____	PHONE NO.: _____

*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and his surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

SURETY

SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
PHONE NO.: _____	PHONE NO.: _____

*Attach Power of Attorney

BID SECURITY

**CONTRACTOR SHALL STAPLE ONE OF THE FOLLOWING FORMS
OF BID SECURITY TO THE FRONT OF THIS PAGE AND
SUBMIT WITH THE BID.**

CERTIFIED OR CASHIER'S CHECK FOR 10% OF THE AMOUNT BID

OR

IRREVOCABLE LETTER OF CREDIT FOR 10% OF THE AMOUNT BID

OR

**BOND (BID/PERFORMANCE/PAYMENT" BOND, a.k.a., "ROLLOVER BOND") FOR
100% OF THE AMOUNT BID PER ORC SECTIONS 153.54 AND 153.571**

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



Qualitative Habitat Evaluation Index and Use Assessment Field Sheet

QHEI Score: 70.5

Stream & Location: Newell creek (downstream dam) **RM:** **Date:** 11/18/20

River Code: **STORET #:** **Scorers Full Name & Affiliation:** CO, MO
Lat./ Long.: (NAD 83 - decimal) 41.6519 181.3460 Office verified location

1) SUBSTRATE Check ONLY Two substrate TYPE BOXES; estimate % or note every type present

BEST TYPES	POOL RIFFLE	OTHER TYPES	POOL RIFFLE	ORIGIN	QUALITY
<input type="checkbox"/> BLDR /SLABS [10]	<input type="checkbox"/> POOL RIFFLE	<input type="checkbox"/> HARDPAN [4]	<input type="checkbox"/> POOL RIFFLE	<input type="checkbox"/> LIMESTONE [1]	<input type="checkbox"/> HEAVY [-2]
<input type="checkbox"/> BOULDER [9]	<u>5</u>	<input type="checkbox"/> DETRITUS [3]	<u>20</u>	<input checked="" type="checkbox"/> SILT [1]	<input type="checkbox"/> MODERATE [-1]
<input type="checkbox"/> COBBLE [8]	<u>10</u>	<input type="checkbox"/> MUCK [2]	<u>5</u>	<input type="checkbox"/> WETLANDS [0]	<input checked="" type="checkbox"/> NORMAL [0]
<input checked="" type="checkbox"/> GRAVEL [7]	<u>30</u>	<input type="checkbox"/> SILT [2]	<u>5</u>	<input type="checkbox"/> HARDPAN [0]	<input type="checkbox"/> FREE [1]
<input checked="" type="checkbox"/> SAND [6]	<u>30</u>	<input type="checkbox"/> ARTIFICIAL [0]	<u>5</u>	<input type="checkbox"/> SANDSTONE [0]	<input type="checkbox"/> EXTENSIVE [-2]
<input type="checkbox"/> BEDROCK [5]				<input type="checkbox"/> RIP/RAP [0]	<input type="checkbox"/> MODERATE [-1]

NUMBER OF BEST TYPES: 4 or more [2] 3 or less [0]

Comments

Substrate
17
Maximum
20

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.

<u>2</u> UNDERCUT BANKS [1]	<u>0</u> POOLS > 70cm [2]	<u>0</u> OXBOWS, BACKWATERS [1]	AMOUNT
<u>1</u> OVERHANGING VEGETATION [1]	<u>2</u> ROOTWADS [1]	<u>0</u> AQUATIC MACROPHYTES [1]	Check ONE (Or 2 & average)
<u>1</u> SHALLOWS (IN SLOW WATER) [1]	<u>1</u> BOULDERS [1]	<u>3</u> LOGS OR WOODY DEBRIS [1]	<input type="checkbox"/> EXTENSIVE >75% [11]
<u>0</u> ROOTMATS [1]			<input checked="" type="checkbox"/> MODERATE 25-75% [7]
			<input type="checkbox"/> SPARSE 5-<25% [3]
			<input type="checkbox"/> NEARLY ABSENT <5% [1]

Comments

Cover
Maximum
20
13

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

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

Comments

Channel
Maximum
20
14

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

EROSION	RIPARIAN WIDTH	FLOOD PLAIN QUALITY
<input type="checkbox"/> NONE / LITTLE [3]	<input checked="" type="checkbox"/> WIDE > 50m [4]	<input type="checkbox"/> FOREST, SWAMP [3]
<input checked="" type="checkbox"/> MODERATE [2]	<input type="checkbox"/> MODERATE 10-50m [3]	<input type="checkbox"/> SHRUB OR OLD FIELD [2]
<input type="checkbox"/> HEAVY / SEVERE [1]	<input checked="" type="checkbox"/> NARROW 5-10m [2]	<input checked="" type="checkbox"/> RESIDENTIAL, PARK, NEW FIELD [1]
	<input type="checkbox"/> VERY NARROW < 5m [1]	<input type="checkbox"/> FENCED PASTURE [1]
	<input type="checkbox"/> NONE [0]	<input type="checkbox"/> OPEN PASTURE, ROWCROP [0]

Indicate predominant land use(s) past 100m riparian.

Comments

Riparian
Maximum
10
6.5

5) POOL / GLIDE AND RIFFLE / RUN QUALITY

MAXIMUM DEPTH	CHANNEL WIDTH	CURRENT VELOCITY	Recreation Potential
Check ONE (ONLY!)	Check ONE (Or 2 & average)	Check ALL that apply	Primary Contact
<input type="checkbox"/> > 1m [6]	<input checked="" type="checkbox"/> POOL WIDTH > RIFFLE WIDTH [2]	<input type="checkbox"/> TORRENTIAL [-1]	Secondary Contact
<input checked="" type="checkbox"/> 0.7-1m [4]	<input type="checkbox"/> POOL WIDTH = RIFFLE WIDTH [1]	<input type="checkbox"/> VERY FAST [1]	(circle one and comment on back)
<input type="checkbox"/> 0.4-0.7m [2]	<input type="checkbox"/> POOL WIDTH < RIFFLE WIDTH [0]	<input type="checkbox"/> INTERSTITIAL [-1]	
<input type="checkbox"/> 0.2-0.4m [1]		<input type="checkbox"/> FAST [1]	
<input type="checkbox"/> < 0.2m [0]		<input checked="" type="checkbox"/> MODERATE [1]	
		<input type="checkbox"/> INTERMITTENT [-2]	
		<input type="checkbox"/> EDDIES [1]	

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).

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

Comments

Riffle /
Run
Maximum
8
4

6) GRADIENT (37.04 ft/mi) VERY LOW - LOW [2-4] MODERATE [6-10] HIGH - VERY HIGH [10-6] 8

DRAINAGE AREA (0.37 mi²)

% POOL: % GLIDE:
% RUN: % RIFFLE:

Comments

Gradient
Maximum
10
8

Max depth
50 cm

Riparian
depth

1000 / 27 m = 37.04 ft/mi

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

AJ SAMPLED REACH

Check ALL that apply

METHOD STAGE

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

DISTANCE

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

meters

CANOPY

- > 85%- OPEN
- 55%-<85%
- 30%-<55%
- 10%-<30%
- <10%- CLOSED

CLARITY

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

- 1st _____ cm
- 2nd _____ cm

BJ AESTHETICS

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

DJ 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

EJ ISSUES

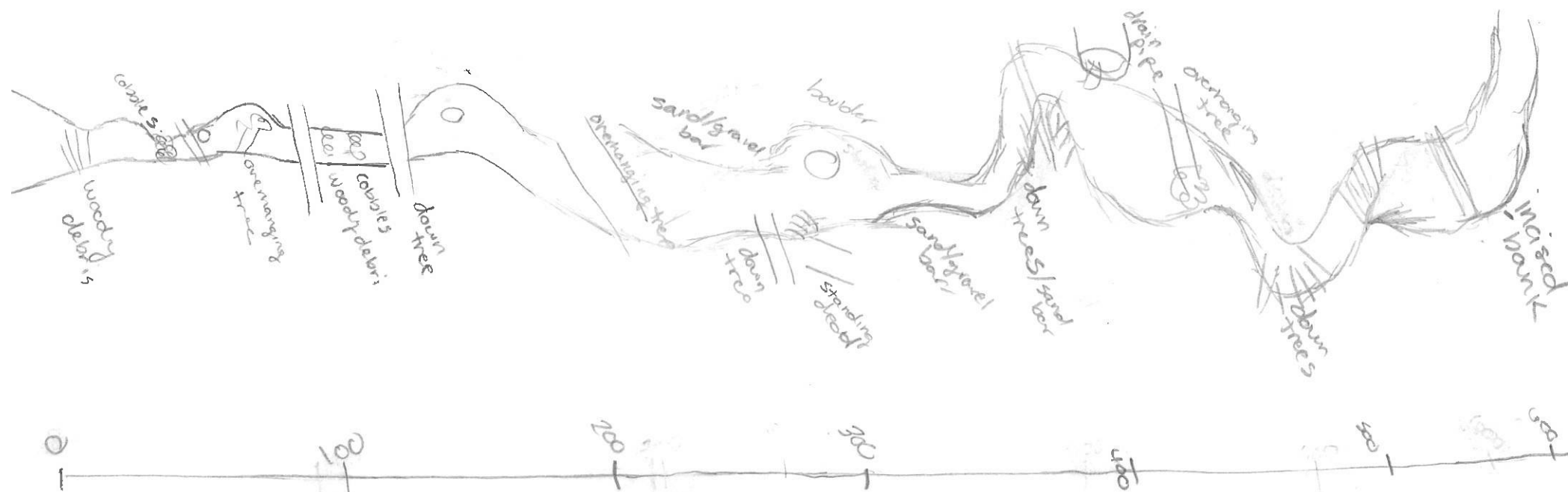
- WWTP / CSO / NPDES / INDUSTRY
- HARDENED / URBAN / DIRT&GRIME
- CONTAMINATED / LANDFILL
- BMPs-CONSTRUCTION-SEDIMENT
- LOGGING / IRRIGATION / COOLING
- BANK / EROSION / SURFACE
- FALSE BANK / MANURE / LAGOON
- WASH H₂O / TILE / H₂O TABLE
- ACID / MINE / QUARRY / FLOW
- NATURAL / WETLAND / STAGNANT
- PARK / GOLF / LAWN / HOME
- ATMOSPHERE / DATA PAUCITY

FJ MEASUREMENTS

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

Legacy Tree:

Stream Drawing:



HHEI Score (Sum of Metrics 1, 2, 3):

67

SITE NAME/LOCATION Newell Creek (downstream from dam) class II
 SITE NUMBER 2 RIVER BASIN Marsh Creek DRAINAGE AREA (mi²) 0.37mi²
 LENGTH OF STREAM REACH (ft) _____ LATITUDE DD 41.6519 LONGITUDE DD 81.3460 RIVER CODE _____ RM _____
 DATE 11/18/20 SCORER CO, mo

NOTE: Complete All Items On This Form - Refer to "Field Evaluation Manual for Ohio's PWH Streams" for instructions

STREAM CHANNEL MODIFICATIONS:

none

1. SUBSTRATE: Estimate percent of every type of substrate present. For scoring:
 A) Select the two predominant substrate types from the pull-down lists below (note: may be the same substrate type for both boxes in some instances);
 B) select the correct number of significant substrate types observed within the evaluated zone (max = 8).

A) Predominant Substrate 1:	<u>gravel</u> 9	Boulder Slab %	_____	Silt %	<u>5</u>	Substrate % Total	Substrate Max = 40
A) Predominant Substrate 2:	<u>sand</u> 6	Boulder %	<u>5</u>	Woody Debris %	<u>18</u>		
B) Total Number of Substrate Types:	<u>7</u>	Bedrock %	_____	Fine Detritus %	<u>2</u>	100	<u>22</u>
		Cobble %	<u>10</u>	Clay or Hardpan %	_____		
		Gravel %	<u>30</u>	Muck %	_____		
		Sand %	<u>30</u>	Artificial %	_____		

2. Maximum Pool Depth: Select the category representing the maximum pool depth within the evaluation reach at the time of the evaluation from the pull-down list. Enter the maximum pool depth *in centimeters* in the box to the right.

Maximum Pool Depth Category: > 30 75cm Max Pool Depth (cm) 75
 25cm 50cm 75cm

3. Bankfull Width: Select the category representing the average bankfull width within the evaluated reach from the pull-down list. Enter the average bankfull width *in meters* in the box to the right.

Bankfull Width Category: > 3 - 4 3.25m Average Bankfull Width (m) 3.25
 3m 3.5m

Comments regarding scoring metric measurements (max 512 characters): _____

This information **MUST** also be completed

RIPARIAN ZONE AND FLOODPLAIN QUALITY **NOTE: River Left and Right as looking downstream**

Riparian Width (left bank):	Floodplain Quality (left bank):	Riparian/Floodplain Comments (max=255 char.):
<u>narrow</u>	<u>residential</u> ✓	
Riparian Width (right bank):	Floodplain Quality (right bank):	
<u>very narrow</u>	<u>residential</u>	

FLOW REGIME (At the time the evaluation was conducted)

Flow Category: flowing

Comments re: flow regime (max=255 char): _____

Sinuosity: number of bends per 61 m (200 ft) of channel: 3

Stream Gradient Estimate: flat/moderate

ADDITIONAL STREAM INFORMATION (This information MUST also be completed)

QHEI Performed? yes QHEI Score: 74 Note: Associated completed QHEI forms may be mailed to the address provided below.

DOWNSTREAM DESIGNATED USE(S):

Enter information regarding the nearest named receiving stream downstream of the evaluated stream reach, if known:

Stream Name: Chagrin Aquatic Life Use: WWH Distance from evaluated stream (in miles): 1.4

MAPPING: Complete the information requested below regarding the mapping location of the evaluated reach.
if possible, please provide electronic copies of a map or aerial photograph indicating the location of the evaluated reach with the form data, to hhei@epa.state.oh.us
Alternatively, maps may be mailed to the address listed below
 - PLEASE - clearly identify the site location exactly as specified under the site location information listed on page 1 of the HHEI form

USGS Quadrangle Name: Mentor NRCs Soil Map Page: 21 NRCs Stream Order: 2
 County: Lake Township or City: Mentor

MISCELLANEOUS

Base Flow Conditions? yes Date of last precipitation: _____ Precipitation Quantity (inches): _____
 Photograph Information: 2 Note: digital photographs can be e mailed with site data to hhei@epa.state.oh.us
 Elevated Turbidity? no Canopy Percent Open: _____
 Were samples collected for water chemistry? no (Note lab number or reference, please provide results): _____

Field Measurements:

Water Temperature (Celsius): _____ Dissolved Oxygen (mg/l): _____ pH (SU): _____ Conductivity (umhos/cm): _____

Is the sampling reach representative of the stream? _____
 If not, please explain: _____

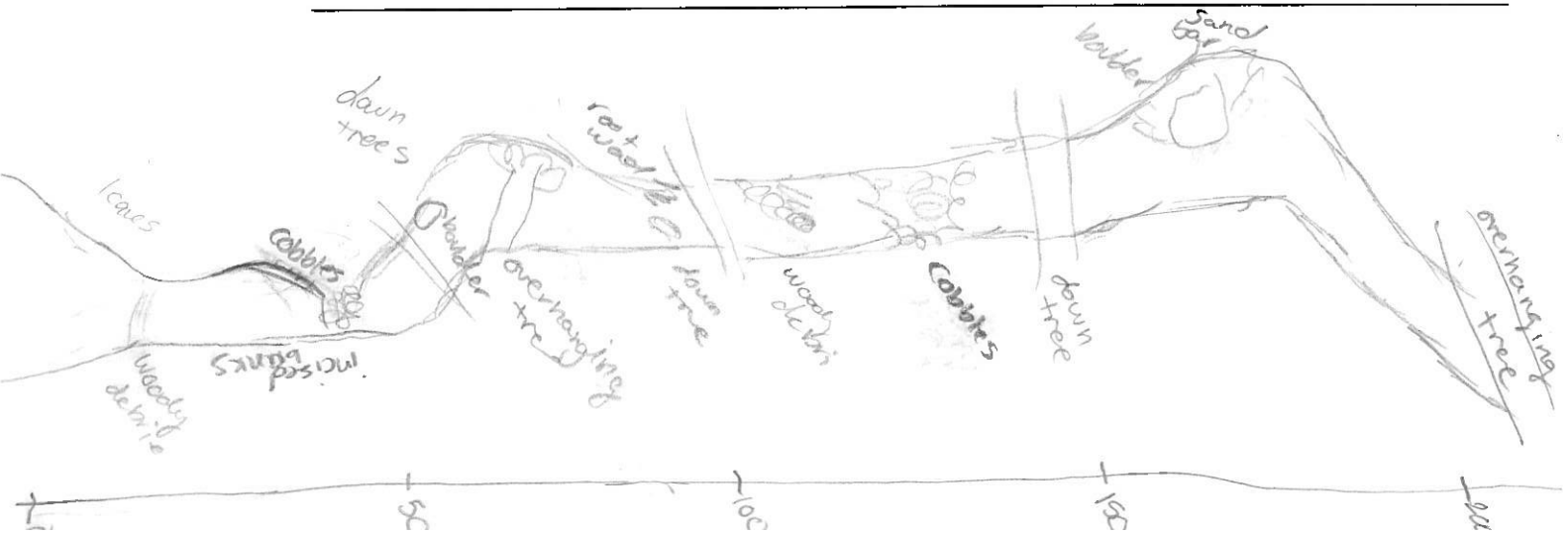
Additional Comments/
 Description of
 Pollution Impacts: _____

BIOTIC EVALUATION

Was a biological evaluation performed? no (If yes, record all observations. Voucher collections optional NOTE: all voucher samples must be labeled with the site ID number include appropriate field data sheets from the Primary Headwater Habitat Assessment Manual.) SEE NOTES BELOW

Fish Observed? no Fish Voucher? _____ Salamanders Observed? _____ Salamander Voucher? _____
 Frogs or Tadpoles Observed? _____ Frog or Tadpole Voucher? _____
 Aquatic Macroinvertebrates Observed? _____ Aquatic Macroinvertebrate Voucher? _____

Comments
 Regarding Site
 Biology: _____



Stream & Location: Newell Creek (upstream from dam) RM: Date: 11/18/20

Scorers Full Name & Affiliation: CO, MO Office verified location

River Code: STORET #: Lat./ Long.: 41.651181, 3463

1) SUBSTRATE Check ONLY Two substrate TYPE BOXES; estimate % or note every type present. Includes categories: BEST TYPES, OTHER TYPES, ORIGIN, QUALITY. Includes handwritten notes: 'Gravel? Cobble?', '15%', '5%', '5%'. Includes a circled '4' in a box for Substrate Maximum 20.

2) INSTREAM COVER Indicate presence 0 to 3: 0-Absent; 1-Very small amounts... Includes categories: UNDERCUT BANKS, OVERHANGING VEGETATION, SHALLOWS, ROOTMATS, POOLS, ROOTWADS, BOULDERS, OXBOWS, AQUATIC MACROPHYTES, LOGS. Includes a circled '12' in a box for Cover Maximum 20.

3) CHANNEL MORPHOLOGY Check ONE in each category (Or 2 & average). Includes categories: SINUOSITY, DEVELOPMENT, CHANNELIZATION, STABILITY. Includes handwritten notes: 'Rif Depth', 'Run Depth'. Includes a circled '11.5' in a box for Channel Maximum 20.

4) BANK EROSION AND RIPARIAN ZONE Check ONE in each category for EACH BANK (Or 2 per bank & average). Includes categories: EROSION, RIPARIAN WIDTH, FLOOD PLAIN QUALITY. Includes a circled '8.5' in a box for Riparian Maximum 10.

5) POOL / GLIDE AND RIFFLE / RUN QUALITY MAXIMUM DEPTH, CHANNEL WIDTH, CURRENT VELOCITY. Includes a box for Recreation Potential: Primary Contact, Secondary Contact. Includes a circled '9' in a box for Pool / Current Maximum 12.

Indicate for functional riffles; Best areas must be large enough to support a population of riffle-obligate species: Check ONE (Or 2 & average). Includes categories: RIFFLE DEPTH, RUN DEPTH, RIFFLE / RUN SUBSTRATE, RIFFLE / RUN EMBEDDEDNESS. Includes a circled '3' in a box for Riffle / Run Maximum 8.

6) GRADIENT (36.3 (ft/mi) DRAINAGE AREA (0.36 mi^2). Includes categories: VERY LOW - LOW, MODERATE, HIGH - VERY HIGH. Includes a circled '8' in a box for Gradient Maximum 10.

Note: Path/culvert created deep pool. Morphology affected.

A] SAMPLED REACH

Check ALL that apply

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

CANOPY

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

C] RECREATION

AREA DEPTH

POOL: >100ft² >3ft

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 H₂O / TILE / H₂O TABLE
 ACID / MINE / QUARRY / FLOW
 NATURAL / WETLAND / STAGNANT
 PARK / GOLF / LAWN / HOME
 ATMOSPHERE / DATA PAUCITY

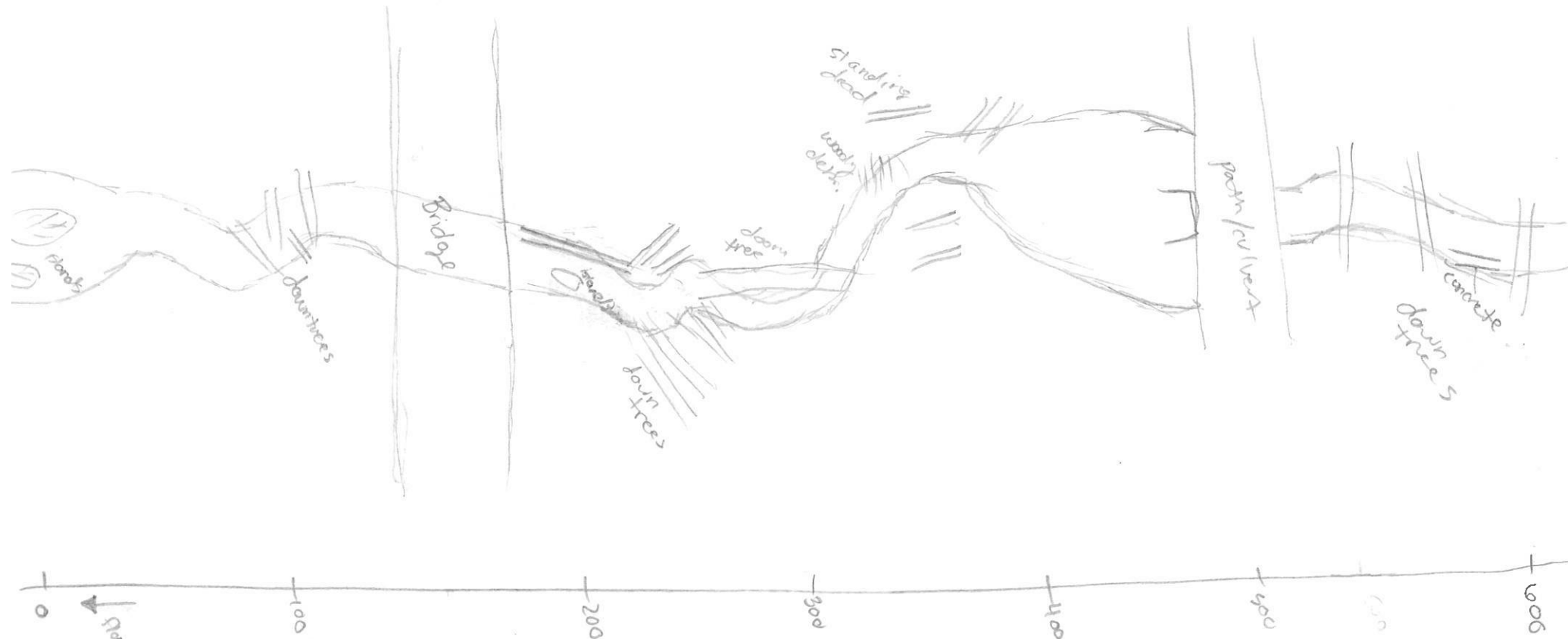
F] MEASUREMENTS

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

Legacy Tree:

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

Stream Drawing:





HHEI Score (Sum of Metrics 1, 2, 3):

63

SITE NAME/LOCATION Newell creek (upstream from dam)

SITE NUMBER 1 RIVER BASIN Marsh Creek DRAINAGE AREA (mi²) 0.36 mi²

LENGTH OF STREAM REACH (ft) 200 LATITUDE DD 41.6511 LONGITUDE DD 81.3463 RIVER CODE RM

DATE 11/18/20 SCORER MO CO

NOTE: Complete All Items On This Form - Refer to "Field Evaluation Manual for Ohio's PHWH Streams" for instructions

STREAM CHANNEL MODIFICATIONS:

none

- 1. SUBSTRATE: Estimate percent of every type of substrate present. For scoring:
 - A) Select the two predominant substrate types from the pull-down lists below (note: may be the same substrate type for both boxes in some instances);
 - B) select the correct number of significant substrate types observed within the evaluated zone (max = 8).

A) Predominant Substrate 1:	<u>Silt (3)</u>	Boulder Slab %	<u>Silt %</u>	<u>40%</u>	Substrate % Total
A) Predominant Substrate 2:	<u>(3) woody debris</u>	Boulder %	<u>Woody Debris %</u>	<u>30%</u>	
B) Total Number of Substrate Types:	<u>7</u>	Bedrock %	<u>Fine Detritus %</u>	<u>3%</u>	Substrate Max = 40 (Should be = 100!) <u>100</u>
		Cobble %	<u>Clay or Hardpan %</u>	<u>39%</u>	
		Gravel %	<u>Muck %</u>	<u>2%</u>	
		Sand %	<u>Artificial %</u>	<u>2%</u>	

HHEI Metric Points

Substrate Max = 40

13

- 2. Maximum Pool Depth: Select the category representing the maximum pool depth within the evaluation reach at the time of the evaluation from the pull-down list. Enter the maximum pool depth in centimeters in the box to the right.

Maximum Pool Depth Category: > 22.5 - 30 cm Max Pool Depth (cm) 30

28 cm 30 cm

Pool Depth Max = 30

30

- 3. Bankfull Width: Select the category representing the average bankfull width within the evaluated reach from the pull-down list. Enter the average bankfull width in meters in the box to the right.

Bankfull Width Category: > 1.5 - 3.0 m Average Bankfull Width (m) 2

Bankfull Width Max = 30

20

Comments regarding scoring metric measurements (max 512 characters):

2m

This information MUST also be completed

RIPARIAN ZONE AND FLOODPLAIN QUALITY

NOTE: River Left and Right as looking downstream

Riparian Width (left bank):	Floodplain Quality (left bank):
<u>moderate</u>	<u>forest</u>
Riparian Width (right bank):	Floodplain Quality (right bank):
<u>wide</u>	<u>forest</u>

Riparian/Floodplain Comments (max=255 char.):

FLOW REGIME (At the time the evaluation was conducted)

Flow Category: flowing

Comments re: flow regime (max=255 char):

Sinuosity: number of bends per 61 m (200 ft) of channel: 4

Stream Gradient Estimate: flat/moderate

ADDITIONAL STREAM INFORMATION (This information MUST also be completed)

QHEI Performed? yes QHEI Score: 57.5

Note: Associated completed QHEI forms may be mailed to the address provided below.

DOWNSTREAM DESIGNATED USE(S):

Enter information regarding the nearest named receiving stream downstream of the evaluated stream reach, if known:

Stream Name: Chagrin Aquatic Life Use: WWH Distance from evaluated stream (in miles): 1.4

MAPPING: Complete the information requested below regarding the mapping location of the evaluated reach.

If possible, please provide electronic copies of a map or aerial photograph indicating the location of the evaluated reach with the form data, to hnei@epa.state.oh.us

Alternatively, maps may be mailed to the address listed below

- PLEASE - clearly identify the site location exactly as specified under the site location information listed on page 1 of the HHEI form

USGS Quadrangle Name: Mentor NRCS Soil Map Page: 21 NRCS Stream Order: 2

County: Lake Township or City: Mentor

MISCELLANEOUS

Base Flow Conditions? yes Date of last precipitation: _____ Precipitation Quantity (inches): _____

Photograph Information: 2 Note: digital photographs can be e mailed with site data to hnei@epa.state.oh.us

Elevated Turbidity? no Canopy Percent Open: _____

Were samples collected for water chemistry? no (Note lab number or reference, please provide results): _____

Field Measurements: n/a

Water Temperature (Celsius): _____ Dissolved Oxygen (mg/l): _____ pH (SU): _____ Conductivity (umhos/cm): _____

Is the sampling reach representative of the stream? _____

If not, please explain: _____

Additional Comments/

Description of

Pollution Impacts: _____

BIOTIC EVALUATION

Was a biological evaluation performed? no (If yes, record all observations. Voucher collections optional NOTE: all voucher samples must be labeled with the site ID number include appropriate field data sheets from the Primary Headwater Habitat Assessment Manual.) **SEE NOTES BELOW**

Fish Observed? _____ Fish Voucher? _____ Salamanders Observed? _____ Salamander Voucher? _____

Frogs or Tadpoles Observed? _____ Frog or Tadpole Voucher? _____

Aquatic Macroinvertebrates Observed? _____ Aquatic Macroinvertebrate Voucher? _____

Comments Regarding Site Biology: _____

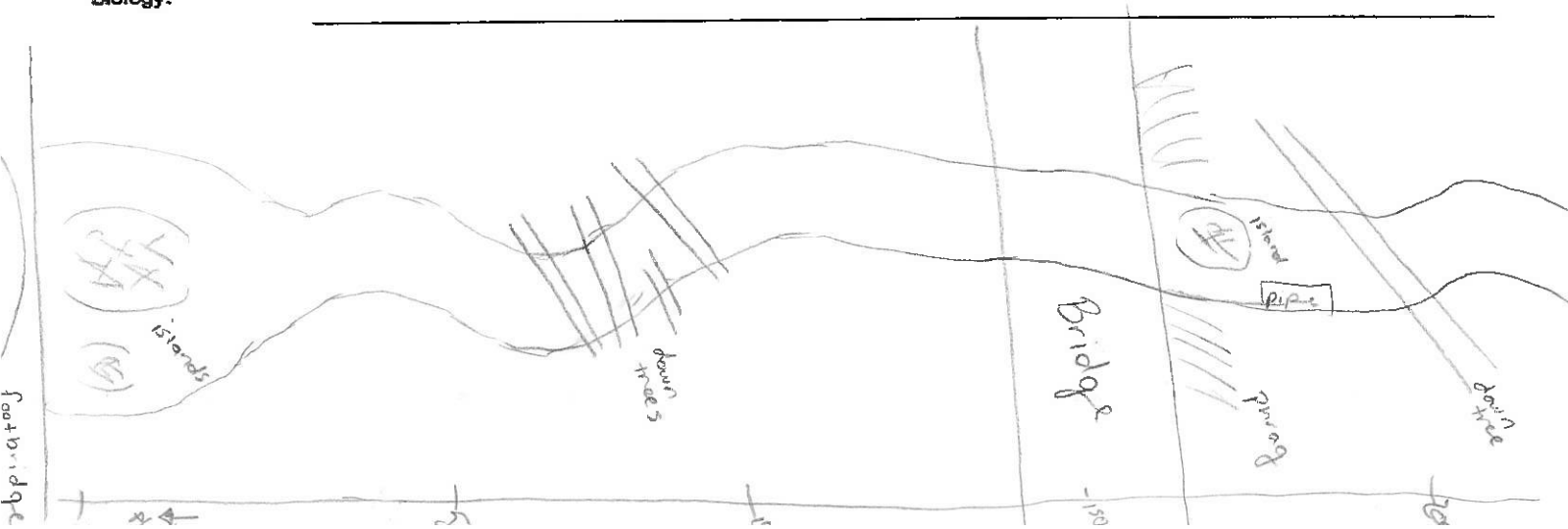
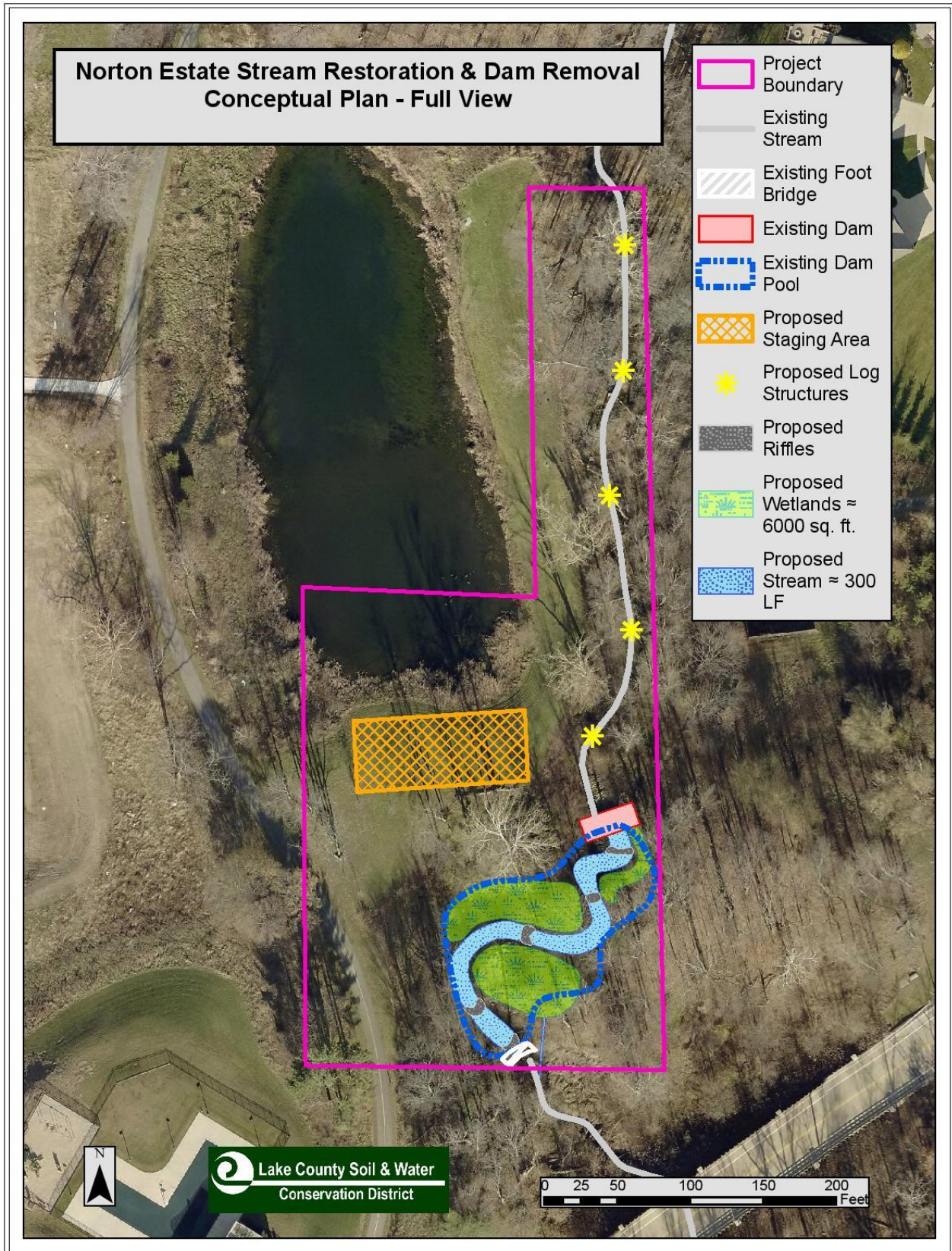
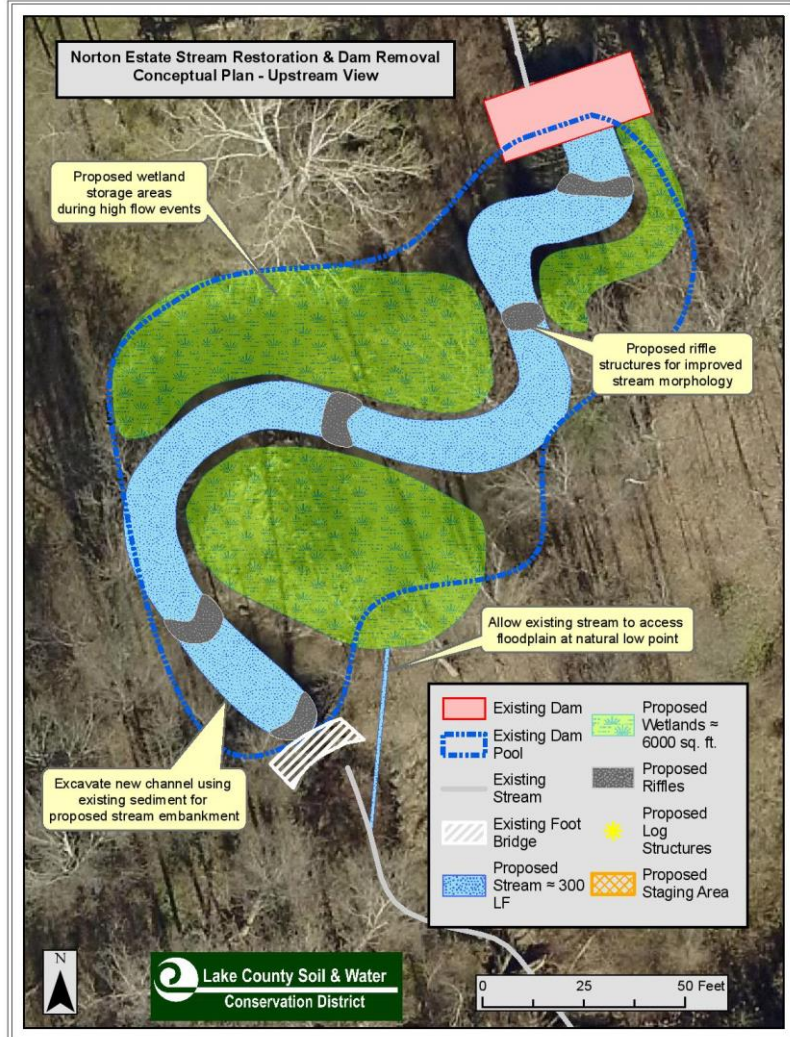


Exhibit D: Conceptual Restoration Plan

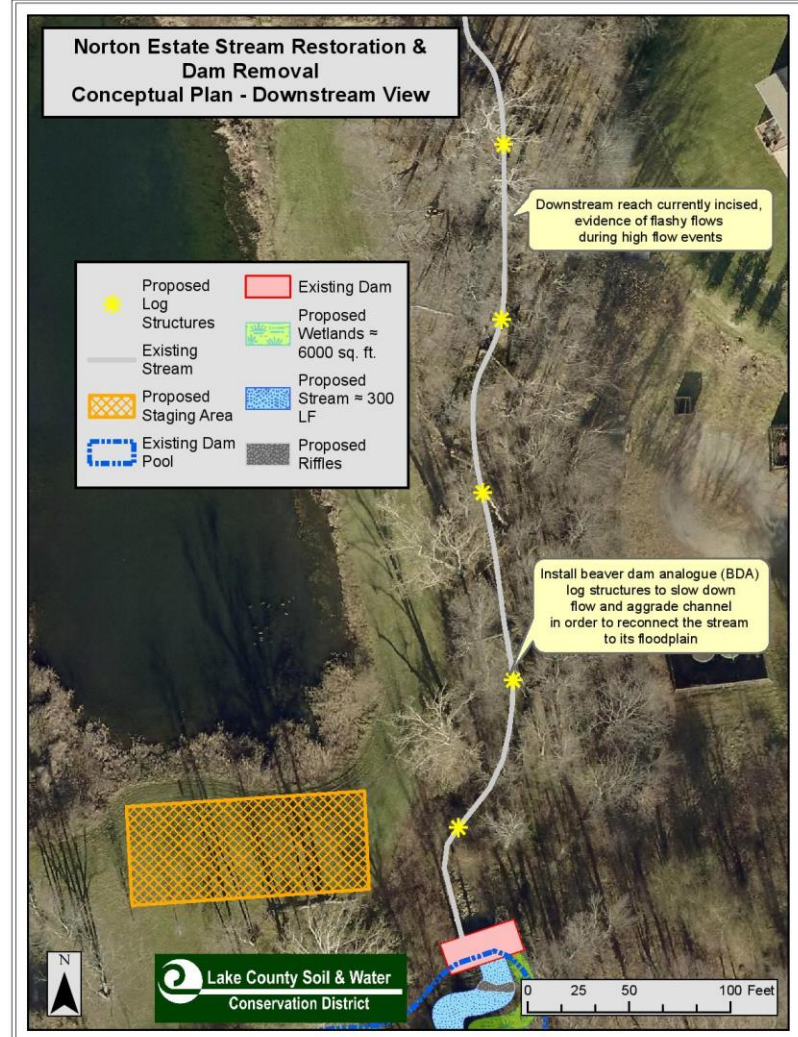
Map 3: Conceptual Plan Full View



Map 4: Conceptual Plan Upstream View



Map 5: Conceptual Plan Downstream View



**Exhibit E: ECOLOGICAL RESTORATION/INVASIVE SPECIES CONTROL QUALITY
ASSURANCE PROJECT PLAN (QAPP) TEMPLATE**

**ECOLOGICAL RESTORATION/INVASIVE SPECIES CONTROL
QUALITY ASSURANCE PROJECT PLAN (QAPP) TEMPLATE**

SAMPLE



**U.S. Environmental Protection Agency
Great Lakes National Program Office
77 W. Jackson Boulevard
Chicago, Illinois 60604-3511**

Instructions:

This QAPP template was created as a tool to assist in development of ecological restoration and control of invasive species QAPPs. The template was prepared based on [EPA Requirements for Quality Assurance Project Plans](#) (EPA QA/R-5), EPA/240/B-01/003, March 2001. It contains an outline of the QAPP elements based on the EPA QA/R-5, some of which have been edited to better fit the needs of ecological restoration and control of invasive species projects, with an abridged description of the discussion that should be included within each section (included in redline text). Users of this QAPP template must consult the EPA QA/R-5 or the more general [Guidance for Quality Assurance Project Plans](#) (EPA QA/G-5), EPA/240/R-02/009, December 2002 as appropriate to obtain additional details and guidance for development of a QAPP.

Acknowledgments:

This QAPP template was prepared by CSRA, under EPA contract number EP-C-12-008, with the direction of Louis Blume, Quality Manager of EPA Great Lakes National Program Office and Work Assignment Manager.

DRAFT

QUALITY ASSURANCE PROJECT PLAN

Title of Project (or portion of project addressed by this QAPP)

Prepared for:

<Enter the contact information including affiliation and physical address>

Contract/WA/Grant No./Project Identifier <Enter specific identifier>

Prepared by:

<Enter the contact information including affiliation and physical address>

<Enter date>

SECTION A – PROJECT MANAGEMENT

A.1 Title of Plan and Approval

Quality Assurance Project Plan
<Enter Title of Project>

Prepared by:
<Enter Affiliation>

_____ Date: _____
<Enter name, Organization>, Project Manager / Principal Investigator

_____ Date: _____
<Enter name, Organization>, Quality Assurance Manager (or equivalent)

_____ Date: _____
<Enter additional contacts, as needed>

_____ Date: _____
<Enter additional contacts, as needed>

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<TOC must be regenerated upon completion of QAPP content>

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<insert list of tables>

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<insert list of figures>

SAMPLE

A.3 Distribution List

List the individuals and their organizations that need copies of the approved QA Project Plan and any subsequent revisions, including all persons responsible for implementation (e.g., project managers), the QA managers, and representatives of all groups involved.

<insert text>

Name, Agency/Company, Title, other contact information as needed

A.4 Project/Task Organization

Identify the individuals or organizations participating in the project and discuss their specific roles and responsibilities. Include the principal data users, the decision makers, the project QA manager, and all persons responsible for implementation. Project QA manager position must indicate independence from unit collecting/using data.

Table A.1 Roles & Responsibilities

Individual(s) Assigned	Responsible for:
Name	<ul style="list-style-type: none">• Responsibility• Responsibility•

Provide a concise organization chart showing the relationships and the lines of communication among all project participants. The organization chart must also identify any subcontractor relationships relevant to environmental data operations, including laboratories providing analytical services.

Figure A.1 Organization Chart

<insert org chart>

A.5 Problem Definition/Background

State the specific problem to be solved, decision to be made, or outcome to be achieved. Include sufficient background information to provide a historical, scientific, and regulatory perspective for this particular project.

- Clearly state problem to be resolved, decision to be made, or hypothesis to be tested
- Include the project goals and objectives
- Provide historical & background information
- Describes any required regulatory permits (e.g., NEPA, NHPA)

<insert text>

A.6 Project/Task Description

Provide a summary of all work to be performed, products to be produced, and the schedule for implementation. Include maps of the project area.

<insert text>

A.7 Quality Objectives & Criteria for Measurement Data

Discuss the quality objectives for the project and the performance criteria to achieve those objectives.

- State what question(s) the study data are intended to answer
- List & describe each planned measurement
- State measurement units for recording results (e.g., cm, species codes, plant cover classes)
- Explain how quality is described for each planned measurement (e.g., precision for measurements of length of a sample, percent accuracy for identification of a species, percent agreement between duplicate measurements of plant cover classes, percent of data valid)
- State performance criteria for these data (e.g., ± 2 cm in length, ± 1 plant cover class 90% of the time, 95% agreement on species identifications)
- Describe how and when these performance criteria will be evaluated (e.g., readiness reviews after crew trainings, plot revisits within a specified timeframe since original plot visit, independent remeasurements during audits)

<insert text>

A.8 Special Training Requirements or Certifications

Identify and describe any special licenses, training, or certification (e.g., herbicide application, prescribed burn, taxonomic classification, GPS use) needed by personnel in order to successfully complete the project or task. Discuss how such training will be provided and how the necessary skills will be assured and documented.

<insert text>

A.9 Documents and Records

Describe the process and responsibilities for ensuring the appropriate project personnel have the most current approved version of the QA Project Plan, including version control, updates, distribution, and disposition.

Itemize the information and records which must be included in the data report package and specify the reporting format for hard copy and any electronic forms. Records can include raw data, data from other sources such as data bases or literature, field logs, sample preparation and analysis logs, instrument printouts, model input and output files, and results of calibration and QC checks.

Specify or reference all applicable requirements for the final disposition of records and documents, including location and length of retention period.

<insert text>

SECTION B – DATA GENERATION & ACQUISITION

B.1 Sampling/Measurement Design

Give the locations, frequency, and timing of field measurements and/or sampling. Describe the rationale for this design of data collection.

<insert text>

B.2 Field Data Collection and Sampling Method Requirements

Describe the data collection procedures and methods for each field measurement (e.g., field crew observational measurements, data from field instruments, GPS, photographs, sound recordings).

For field sample collection methods, identify:

- By number, date, and regulatory citation, where appropriate
- Implementation requirements
- Sample preservation requirements

Describe specific performance requirements for the method.

- Address what to do when a failure in the sampling or field measurement system occurs
- Who is responsible for corrective action
- How the effectiveness of the corrective action will be determined and documented

<insert text>

B.3 Sample Handling & Custody Requirements

Describe the sample handling requirements (e.g., labeling, chain of custody [if required] for voucher specimens).

Describe sample control requirements (e.g., labeling, chain of custody [if required] for voucher specimens).

<insert text>

B.4 Laboratory Analytical Methods Requirements

If analytical methods or equipment are needed:

- Identify all such methods and equipment
- Specify any specific method performance criteria
- State requested lab turnaround time
- Identify procedures to follow when failures occur
- Identify individuals responsible for corrective action and appropriate documentation

<insert text>

B.5 Quality Control Requirements

For laboratory analyses, describe QC procedures and frequency as well as acceptance criteria and corrective actions.

<insert text>

B.6 Instrument/Equipment Testing, Inspection, and Maintenance

Describe how inspections and acceptance testing of instruments, equipment, and their components affecting quality will be performed and documented to assure their intended use as specified.

Describe how deficiencies are to be resolved, when re-inspection will be performed, and how the effectiveness of the corrective action shall be determined and documented.

Identify the equipment and/or systems requiring periodic maintenance. Describe how periodic preventative maintenance will be performed, including frequency, to ensure availability and satisfactory performance of the systems. Note responsible individuals.

<insert text>

B.7 Instrument Calibration and Frequency

Identify all tools, gauges, instruments, and other sampling, measuring, and test equipment used for data generation or collection activities affecting quality that needs calibrated. Include the frequency for such calibration.

<insert text>

B.8 Inspection/Acceptance for Supplies

Identify acceptance criteria for restoration supplies (e.g., applied chemicals, native species viability)

<insert text>

B.9 Data Acquisition Requirements for Non-Direct Measurements

Identify the type of data needed from non-measurement sources (e.g., computer data bases and literature files), along with acceptance criteria for their use. Define their intended use and describe any limitations of such data.

<insert text>

B.10 Data Management

Describe data management process from generation to final use or storage.

Describe methods for minimizing errors in the recording, transcribing, entering data into electronic files, archiving of data, and storing of data sheets or field files.

Describe data handling equipment (e.g., computer hardware and software) & procedures used to process & compile data (e.g., management of GPS data and photo files).

Include any forms or checklists that will be used.

<insert text>

SECTION C – ASSESSMENT AND OVERSIGHT

C.1 Management Assessment and Oversight

Describe each assessment to be used in the project including the frequency and type (e.g., surveillance, management systems reviews, readiness reviews, technical systems audits, performance evaluations, data quality, field crew debriefings, site visits).

- What is the expected information from the assessment?
- What are the assessment success criteria?
- What is the assessment schedule?

Describe response actions to each assessment.

- How will corrective actions be addressed?
- Who is responsible for corrective actions?
- How will corrective actions be verified and documented?

<insert text>

C.2 Reports to Management

Identify the frequency, content, and distribution of reports per requirements established in the grant's special condition.

<insert text>

SECTION D – DATA VALIDATION AND USABILITY

D.1-3 Data Review, Verification, Validation, and Reconciliation with Data Quality

State criteria for accepting, rejecting, or qualifying data; if applicable, include project-specific calculations or algorithms.


Describe the process for data validation and verification, including how any issues will be resolved.

Describe the process for determining if overall project objectives have been met. Outline the proposed methods to analyze the data and determine departures from assumptions established in the planning phase of data collection. Describe how limitations on the use of the data will be reported to decision makers.

<insert text>

SAMPLE

Exhibit F: U.S. Environmental Protection Agency Grant Agreement with City of Mentor

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00E03113 MODIFICATION NUMBER: 0 PROGRAM CODE: GL	DATE OF AWARD 06/02/2022
		TYPE OF ACTION New	MAILING DATE 06/07/2022
		PAYMENT METHOD: ASAP	ACH# 50943
		RECIPIENT TYPE: Municipal	
RECIPIENT: City of Mentor 8500 Civic Center Blvd. Mentor, OH 44060 EIN: 34-6001861		PAYEE: City of Mentor 8500 Civic Center Blvd. Mentor, OH 44060	
PROJECT MANAGER Dave Swiger 8500 Civic Center Boulevard Mentor, OH 44060 Email: swiger@cityofmentor.com Phone: 440-974-5783		EPA PROJECT OFFICER Bart Mosier 77 West Jackson Blvd. , G-9J Chicago, IL 60604-3507 Email: Mosier.Bart@epa.gov Phone: 312-353-4513	
		EPA GRANT SPECIALIST Dianne Reyes Assistance Section, MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 Email: Reyes.Dianne@epa.gov Phone: 312-886-8097	
PROJECT TITLE AND DESCRIPTION FY2021 GLRI Nonpoint Source Runoff & Nutrient Reduction Project City of Mentor, Ohio will collect, slow, and filter nonpoint source runoff before it reaches the Chagrin River and Lake Erie. The City will work with partners to remove an in-line dam and stream channel in the former dam pool area. The project will restore 300-linear feet of stream channel, create 6000-square feet of wetlands in the former dam pool area and restore 450-feet of stream channel below the dam for a total of 750-feet (0.14 miles) of stream restored. The City and other residents in the Lake Erie watershed will benefit from improved water quality due to reduced nutrients and sediment runoff. The City will partner with the Lake County Soil and Water Conservation District (\$3,494) to provide technical assistance, public education, and serve as a liaison to the Homeowners Association where the project will occur. The City will also partner with Chagrin River Watershed Partners (\$7,000) to provide assistance with project implementation and administration, and provide project oversight.			
BUDGET PERIOD 04/15/2022 - 04/14/2025	PROJECT PERIOD 04/15/2022 - 04/14/2025	TOTAL BUDGET PERIOD COST \$382,001.00	TOTAL PROJECT PERIOD COST \$382,001.00
NOTICE OF AWARD			
Based on your Application dated 08/19/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$382,001.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$382,001.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 5 , U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd. G-9J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for William Massie - Manager, Acquisition and Assistance Branch Robert Fields - Acting Grants Management Officer, Supervisor			DATE 06/02/2022

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$382,001	\$382,001
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$382,001	\$382,001

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	CleanWaterAct:Sec.118(c)asamendedbyPL114-322	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2205HDX029	2122	B	05HCG	000BJ7XF3	4116	-	-	\$382,001
									\$382,001

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$3,290
2. Fringe Benefits	\$1,217
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$366,000
7. Construction	\$0
8. Other	\$11,494
9. Total Direct Charges	\$382,001
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$382,001
12. Total Approved Assistance Amount	\$382,001
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$382,001
15. Total EPA Amount Awarded To Date	\$382,001

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Dianne Reyes at reyes.dianne@epa.gov.
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and DBE Coordinator, Dianne Reyes at reyes.dianne@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Project Officer, Bart Mosier at mosier.bart@epa.gov and Grants Specialist, Dianne Reyes at reyes.dianne@epa.gov.
- Payment requests (if applicable): Project Officer, Bart Mosier at mosier.bart@epa.gov and Grants Specialist, Dianne Reyes at reyes.dianne@epa.gov.
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer, Bart Mosier at mosier.bart@epa.gov.

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The Total Approved Assistance Amount identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

C. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from **04/15/2022** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30** and **by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <<http://www.epa.gov/great-lakes-funding>>, particularly:

#	Measure of Progress
3.1.1	Estimated pounds of phosphorus reductions from conservation practice implementation throughout Great Lake watersheds.
3.2.2	Miles of Great Lakes shoreline and riparian corridors restored or protected.

(b) Object Class Category changes;

(c) Corrective actions;

- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <<http://www.epa.gov/great-lakes-funding>>.

2. Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.

V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

B. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a

formal amendment to this agreement.

International Travel (see also EPA General Term and Condition titled “Foreign Travel”)

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Requirements

The recipient is required to place a sign at each on-the-ground protection or restoration project supported under this award displaying the GLRI and EPA logos in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the project period and for a reasonable time after the agreement project period, as determined by the recipient.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events or news releases publicizing the accomplishments or significant events as a result of this agreement, and provide the opportunity for attendance and participation or a statement by federal representatives with at least fifteen (15) working days' notice.

F. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

G. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

H. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

I. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

J. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of [EPA QA/R-2: EPA Requirements for Quality Management Plans](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

- 2 CFR 1500.12;
- 40 CFR 35;
- [Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0;](#)
- [EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0;](#)

- [EPA QA/R-2: EPA Requirements for Quality Management Plans](#);
- [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and
- and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

K. Geospatial Data

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

L. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.