



REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES

East Branch Chagrin River – Kirtland Hills Floodplain Reconnection and Bank Stabilization Project

Chagrin River Watershed Partners, Inc.

**Issued February 24, 2026
Proposals are due March 31, 2026**





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SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

Chagrin River Watershed Partners (CRWP) is seeking a Design-Build Contractor (Contractor) to complete design and construction of a streambank stabilization and floodplain reconnection project along the East Branch of the Chagrin River in the Village of Kirtland Hills (the Project). This design-build project is funded through an H2Ohio grant through the Ohio Department of Natural Resources (ODNR). This contract will include assistance to CRWP and coordination with its major project partner, the Village of Kirtland Hills (Village).

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 CRWP, 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 the permits are secured.

The total maximum cost/price for performance under this contract is \$665,000.00. This maximum amount of \$665,000.00 shall not be exceeded under any circumstances. All proposals shall include the total amount necessary for completion of the Project including any contingencies. The proposal shall include an itemization of the cost of materials, labor, and any additional cost the Contractor deems necessary.

This project represents Phase 1 of a larger restoration effort. Additional phases may be implemented in the future under separate funding and contracting mechanisms and are not included in this Request for Proposals (RFP).

Candidates may propose alternate and/or complementary work to complete the Project while meeting the Project deliverables, emphasis will be placed on the greatest ecological lift for the project reach. Please contact CRWP Associate Director, Josh Myers at jmyers@crwp.org with questions by **March 18, 2026 at 4:00 PM local time.**

SECTION B: DESCRIPTION/SPECIFICATION/SCOPE OF SERVICES

I. Background

The East Branch of the Chagrin River, a state designated Scenic River, has been heavily altered along the proposed reach by past land use practices and unauthorized channel modification that have affected stream hydrology, geomorphology, and habitat complexity. Notably, previous channel manipulation and floodplain filling activities in this area have led to entrenched stream conditions, reduced access to the floodplain, and lateral instability. The East Branch of the Chagrin River is designated as an outstanding State Water for Ecological Values and is also designated as Cold Habitat, Seasonal Salmonid Habitat, Primary Contact Recreation, and Agricultural and Industrial Water Supply.

Existing stream conditions include steep, eroding banks with minimal riparian vegetation, particularly in areas where row-crop agriculture extends to the river's edge. This has led to reduced habitat complexity, altered hydrology, and decreased water quality and biological function. A Qualitative Habitat Evaluation Index (QHEI) conducted in this reach in July 2025 returned a score of 55.5, classified as "Fair" and reflective



of reduced in-stream habitat conditions. A Bank Erosion Hazard Index (BEHI) assessment for the right bank in this section received a score of 39.5, corresponding to "Extreme" erosion hazard. The bank height was approximately 9.5 feet, with minimal root density, poor surface protection, and active slumping observed. The erodibility of the bank materials, consisting of stratified silty sand over gravel and cobble, contributed to the instability. These conditions are consistent with a highly unstable channel that lacks floodplain access and experiences excessive stream energy during high flows.

This portion of the East Branch was previously the focus of in-stream work after unauthorized activities excavated material from within the channel and subsequently deposited material within the floodplain of the East Branch. The Village of Kirtland Hills worked with Oxbow River & Stream Restoration, Inc. to redistribute material into the center of the channel per recommendations and orders from the Ohio Environmental Protection Agency (EPA). Pre-construction monitoring in 2010 documented QHEI scores ranging from 67.5 to 76.5, and Rosgen stream classifications of F4 and B4, indicating entrenched channels with unstable banks and fine substrate. Current habitat and geomorphic assessments suggest that many of the physical impairments described at that time are still present.

The project reach includes an actively eroding outside meander bend near approximately River Mile (RM) 4.7. Existing conditions include entrenched channel morphology, severe lateral bank erosion, limited floodplain connectivity, and degraded riparian vegetation. Ongoing erosion has resulted in substantial sediment delivery to downstream reaches. Portions of the adjacent riparian corridor are actively used for agriculture and currently lack a stable vegetated buffer.

CRWP has completed preliminary assessments, conceptual planning, and cost estimating to inform this Request for Proposals. The conceptual restoration approach includes floodplain bench excavation, bank regrading, installation of natural channel design features, and re-establishment of a native riparian buffer extending into the adjacent agricultural field (Project).

Conceptual Plan

Through a competitive bidding process, CRWP hired Davey Resource Group to gather data and create a conceptual plan for restoration key areas along the East Branch of the Chagrin River between RM 4.3 and 6.2. The plan for the eroding bend at RM 4.7 was incorporated into the H2Ohio project nomination and the H2Ohio Grant Agreement/Scope of Work (Exhibit B).

Site Access

Access for this work should be coordinated with the Village of Kirtland Hills and may be available from a gravel drive through the existing agricultural field, located near the intersection of Baldwin and Chillicothe Road (41.638916, -81.340014).

Partners

CRWP is a nonprofit organization that helps communities and watershed groups in the Central Lake Erie Basin solve flooding, erosion, and water quality problems. This project is a partnership of CRWP, the Village of Kirtland Hills, Ohio EPA, ODNR, and many other local stakeholders. Work for this project will occur on property owned by the Village of Kirtland Hills. CRWP has obtained site access permission to complete the project.

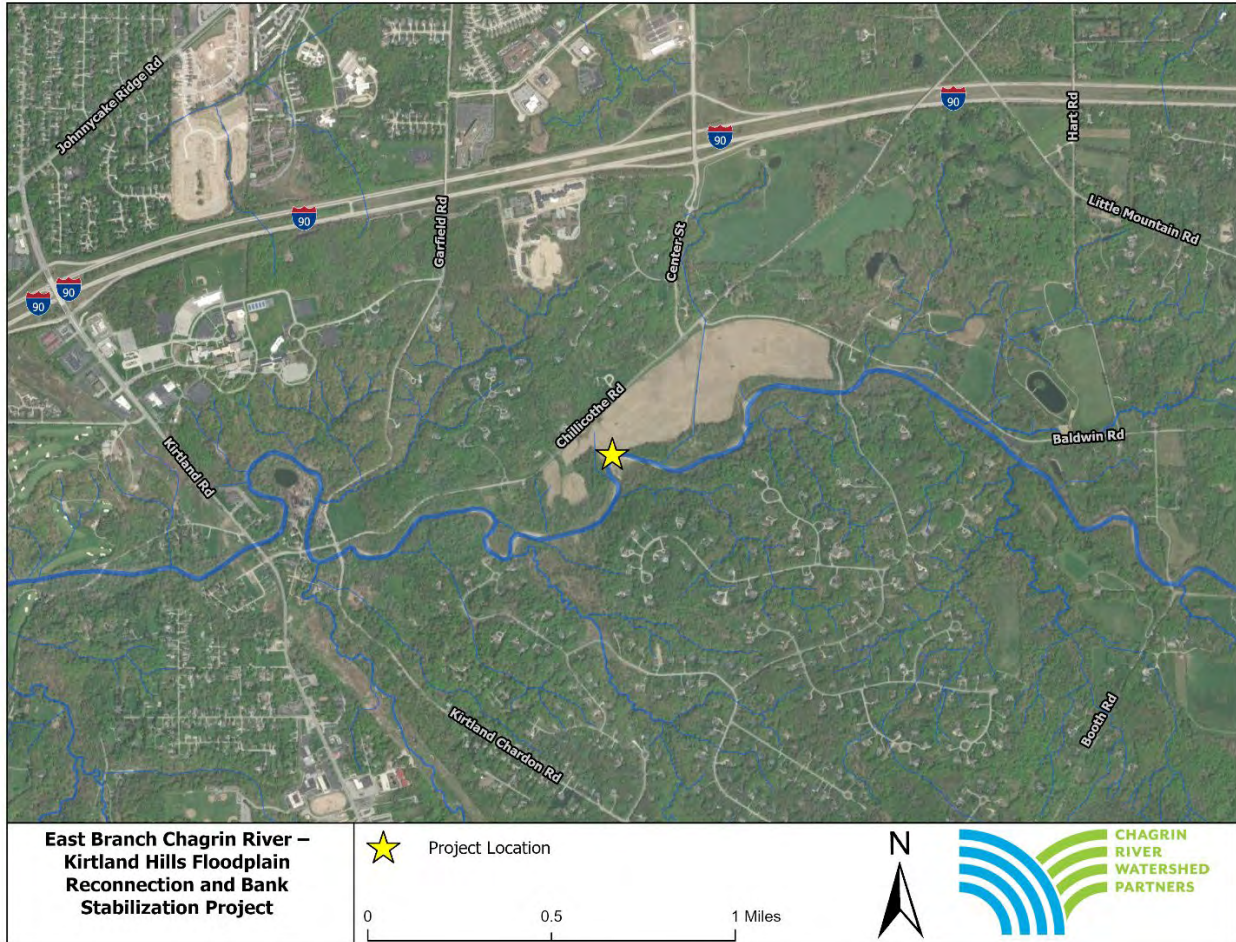


Figure 1. Project location

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

I. Overview

Through this RFP, CRWP 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, paying all required fees for, and obtaining all necessary local, state, and federal permits, certifications, and authorizations, and complete construction of the Project. The selected Contractor will complete construction of the Project and provide As-Built plans. The selected Contractor shall be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal to CRWP 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. 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 Consultant proposal, and CRWP’s Grant Agreement with ODNR shall be incorporated as part of CRWP’s contract with the Contractor.
- b. Provide plans, restoration specifications, and complete construction of the following in accordance with the Scope of Work included within this RFP:

- i. Stabilize the actively eroding outside meander bend along the East Branch of the Chagrin River near River Mile 4.7 using natural channel design and bioengineering techniques, which may include floodplain bench excavation, bank regrading, root wads, toe wood, rock toe, vegetated stabilization, or a combination thereof, as determined during design.
 - ii. Excavate and construct a floodplain bench along the outside meander bend to reduce bank height, improve bankfull and overbank flow connectivity, increase flood storage, and reduce erosive shear stress along the bank.
 - iii. Regrade the streambank and adjacent floodplain within the conceptual restoration limits to allow for the reestablishment of a native riparian buffer between the East Branch of the Chagrin River and the adjacent agricultural field.
 - iv. Address an existing 36-inch reinforced concrete pipe outfall located within the eroding outside meander bend, including evaluation during design and incorporation of appropriate stabilization, protection, repair, or replacement measures as necessary to ensure long-term streambank and infrastructure stability.
 - v. Install in-stream habitat features, such as root wads, toe wood, and other large woody material, to increase hydraulic roughness, reduce localized shear stress, and improve habitat complexity for aquatic organisms.
 - vi. The selected Contractor shall determine if excavation or grading of the left bank fits into the project budget to allow for greater floodplain access on this southern portion of the river.
 - vii. Manage and dispose of excavated material generated by floodplain bench excavation and bank regrading in accordance with permit requirements and as approved by CRWP and the Village of Kirtland Hills.
 - viii. Restore native riparian and floodplain vegetation within the project limits, including seeding, live stakes, shrubs, and tree plantings, to stabilize soils, provide shading and temperature moderation, enhance nutrient uptake, and improve habitat quality.
 - ix. Implement invasive species management within the restoration footprint and disturbed areas associated with construction, including treatment prior to planting and follow-up control as necessary to support establishment of native vegetation.
 - x. Restore all disturbed access, staging, and work areas to pre-project condition or better upon completion of construction.
- c. Contractor must lead a Project kick-off meeting, a minimum of two plan review meetings and one on-site plan-in-hand meeting, and weekly or bi-weekly on-site construction meetings.
 - d. Contractor must provide 30%, 60%, and final plan submittals. The final plans must be stamped and certified by a professional engineer licensed in the state of Ohio with experience in stream and wetland restoration. Plan revisions must address comments from CRWP, the Village of Kirtland Hills, Ohio EPA, ODNR, other stakeholders, and regulatory agencies.

- e. Any stream and wetland mitigation required will be completed on site and included as a part of this design/build project. Bidders shall indicate whether they anticipate any mitigation to be required and their plans for addressing those requirements.
- f. Disturbance to existing native trees shall be minimized in accessing the site.
- g. Any areas disturbed to access the Project Site, including roadways/right of ways must be restored to former condition 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 Village and CRWP prior to the commencement of construction. Contractor must also obtain photographs and video of the approach roads within Project limits and submit copies to the Village and CRWP at the conclusion of the Project.
- h. The contractor will be responsible for providing all information and for securing, on behalf of CRWP, 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, the Ohio State Historic Preservation Office, and the Village of Kirtland Hills.
- i. 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 of the Village of Kirtland Hills.
- j. Project design shall include provisions for protecting water quality and stream integrity as much as possible during construction.
- k. If necessary, a floodplain development permit shall be obtained from the Village of Kirtland Hills. Floodplain development permit applications shall comply with all federal and state statutes, and local laws, rules and ordinances.
- l. 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.
- m. The Contractor shall make no use of the Project Site other than between the hours of 6:30 AM and 7:00 PM, Cleveland, Ohio time, Monday through Friday and between 7:30 AM and 7:00 PM Saturday and Sunday, excluding national holidays. The Contractor shall be permitted to leave stored equipment and materials within 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 ordinances related to noise or other nuisances.
- n. Contractor shall install a temporary construction fence surrounding work areas at the Project Site and maintain such fence in good and sightly condition during construction.
- o. The Contractor is responsible for maintaining safe traffic flow near the project site during construction and necessary traffic signage during construction.
- p. 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.

- i. “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 CRWP deems to be defective in material or workmanship or not in conformance with the Contract Documents.
- ii. Contractor warrants to the CRWP 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 CRWP 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. CRWP 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 CRWP. Upon request by CRWP, the contractor and CRWP shall jointly inspect the Work during the eighteenth to twenty-fourth 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.
- iii. If Contractor does not fully perform its obligations under the Warranty provisions within a reasonable time following written notice by CRWP to Contractor then, in addition to, and not in lieu of any other right or remedy available to CRWP under the Construction Agreement or at law, CRWP may perform or cause such obligations to be performed at the sole cost and expense of Contractor.
- iv. 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.
- q. Contractor shall be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal to CRWP 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.
- r. All materials, reports, surveys, delineations, plans, etc. will be available to CRWP to use for educational materials, signage, grant documentation and reporting, and permitting.
- s. The Contractor shall be solely responsible for obtaining all data and information sources utilized in design and construction of this Project.



- t. Each part or detail of work shall be subject to inspection by CRWP and its partners.
- u. As-built construction plans shall be provided to CRWP upon completion of the Project. Red-line as-built construction plans are acceptable to meet this requirement.
- v. Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.
- w. Planting is encouraged in spring or fall to promote plant survival. If summer planting is necessary, the contractor will be responsible for any watering needs at no additional cost to CRWP.

III. Schedule

- February 24, 2026:** Request for Proposals released.
- March 9, 2026:** Mandatory pre-proposal meeting at project site at 10:00 AM. Inclement weather backup date will be March 12th at 10:00 AM. Please RSVP for the mandatory pre-bid meeting by March 6, 2026; contact Josh Myers at jmyers@crwp.org.
- March 18, 2026:** Questions pertaining to this Request for Proposals must be submitted by 4:00 PM and directed to Josh Myers (jmyers@crwp.org) via email only.
- March 23, 2026:** A Question-and-Answer document will be shared with all recipients of the Request for Proposals.
- March 31, 2022:** Proposals must be submitted electronically to Josh Myers (jmyers@crwp.org) by 12:00 pm (local time).

CRWP may choose to conduct team interviews of highest-ranking teams. These interviews may be conducted virtually.

All anticipated timeframes below are subject to change:

- April 2026:** Anticipated date for CRWP to award contract (date TBD).
- Spring/Summer 2026:** Complete Project design and permitting.
- Summer/Fall/Winter 2026:** Complete stream and floodplain restoration and planting.
- Spring 2027:** Any additional planting/seeding to be completed. All work under this contract, including invoices, must be completed and delivered to CRWP.

SECTION D: APPLICABLE STATE, FEDERAL, AND OTHER REQUIREMENTS

I. Overview

For the purpose of Section D, the selected Contractor shall be referred to as “Subgrantee.” The subgrantee must comply with the following conditions and all conditions within the H2Ohio Grant Agreement with CRWP (“Grant Agreement”) (Exhibit C).

II. Bonding Requirements

All bidders must submit a bid guarantee equivalent to 5% of the bid price. The successful bidder shall be required to furnish a bond for the faithful performance of the Contract in a sum of not less than one hundred percent (100%) of the total price bid for the Project; said bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of Treasury Circular 570 "Surety Companies Acceptable on Federal Bonds". Bonding requirements are detailed in 40 CFR 30.48 (<https://www.gpo.gov/fdsys/pkg/CFR-2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf>). A labor and material bond shall also be required.

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

III. Compliance with State and 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 and soliciting them whenever they are potential sources;
- B. Make information on forthcoming opportunities available to small and minority businesses and women's businesses and arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by disadvantaged business enterprises in the competitive process. This includes, whenever possible,

posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- 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. Encourage contracting with a consortium of disadvantaged business enterprises when a contract is too large for one of these firms to handle individually;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- F. The Contractor must also abide by the following requirements:
 - a. The Contractor must pay any subcontractors within 30 days of receiving payment from CRWP.
 - b. The Contractor must notify CRWP in writing prior to any termination of a disadvantaged business enterprise (DBE) subcontractor for convenience of the Contractor.
 - c. If a DBE subcontractor fails to complete the work for any reason, the Contractor must follow requirements I-V above if soliciting a replacement subcontractor.

IV. Nondiscrimination

The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, handicap, or disability. The Subgrantee 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, age, sex, handicap, or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.

The Subgrantee agrees that the hiring of employees for the performance of work under this Grant Agreement shall be done in accordance with Sections 125.111, 153.59, and 153.591 of the Ohio Revised Code.

V. Equal Employment Opportunity

The Subgrantee agrees that it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices, and said Subgrantee shall comply promptly with all requests and directions from the state of Ohio or any of its officials and agencies in this regard, both before and during performance. All bidding and contract documents shall contain necessary requirements to implement these provisions.

VI. 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.



VII. Prevailing Wage Requirement

As required by Chapter 4115 of the Ohio Revised Code, where applicable, the Subgrantee shall require that all subcontractors pay the prevailing wage rate of the locality, as determined by the Ohio Department of Commerce, on all work performed on this Project. The subcontractor shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code including making the required reports to the Prevailing Wage Coordinator.

VIII. 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 CRWP. Nothing in this Grant Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.

IX. Conflicts of Interest and Ethics Compliance

The Contractor shall not, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

The Contractor represents, warrants, and certifies that it is knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. The Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

X. Liability

The Contractor agrees to indemnify and to hold CRWP harmless and immune from any and all claims for injury or damages arising from this Grant Agreement which are attributable to Contractor'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.

XI. Certification Against Unresolved Findings for Recovery

Contractor 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.

XII. 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. CRWP and the Village of Kirtland Hills 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 CRWP.
- C. Worker's Compensation coverage as required by statute, covering all employees, lease workers, temporary workers and volunteer labor of CRWP and its Contractor or subcontractors. A copy of the Contractor's Workers' Compensation Certificate shall be submitted to CRWP.
- D. Employer's Liability coverage with limits of \$1,000,000.00 each employee, each accident; provided that in monopolistic states Stop Gap Coverage be maintained by endorsement to the Commercial General Liability Insurance, in lieu of Employer's Liability coverage.

XIII. 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.

XIV. Drug Free Workplace

The Subgrantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces 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.

XV. Domestic Steel

If steel is used for this project, it shall be domestic steel pursuant to ORC 153.011

XVI. Transfer of Records

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 CRWP and shall be turned over to CRWP upon completion or as directed.

XVII. Laws of Professional Design

Contractor will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect or landscape architect.

XVIII. Restricted Communications

It is the policy of CRWP to avoid situations which (1) place it in a position where its judgment may be biased; (2) create an appearance of conflict of interest with respect to rendering an impartial, fair, technically sound, and objective decision prior to selection; or (3) give an unfair competitive advantage to competing Contractors. Therefore, to ensure an ethical RFP process, bidders will not be able to submit questions or otherwise communicate with CRWP after the date listed in Section E.2 below. Contractor understands and agrees that it has a duty to inquire about and clarify any RFP questions that the Contractor does not fully understand or believes may be interpreted in more than one way. Contractor may only submit questions regarding this RFP to CRWP via email listed as in Section E.2. No phone calls, please.

XIX. VIOLATING FACILITIES

Contractor shall comply with all applicable standards, orders or requirements of the Clean Air Act, (42



U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

XX. CAMPAIGN CONTRIBUTIONS

The Contractor 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).

XXI. TERMINATION

CRWP may terminate this Agreement in writing with or without cause upon thirty (30) days written notice. In the event of the termination without cause, CRWP agrees to pay Contractor for work executed, and costs incurred by reason of such termination. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach.

XXII. SEVERABILITY

If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of the agreement and any other application of such provision shall not be affected thereby.

XXIII. GOVERNING LAW

This agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in Lake County, Ohio.

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 CRWP with the forms furnished by CRWP. 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 directed on the bid schedule (Exhibit A). Contractor may adjust format of Task Pricing Schedule as needed to provide as much detail as possible regarding quantity of materials and breakdown of other costs to complete the Project.
- 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.
 - a. 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.
 - b. 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.

- c. When requested by CRWP, 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, B, C, D, and E 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 received.
- E. Acceptance or Rejection of Proposal: CRWP reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of CRWP. CRWP reserves the right to reject any or all proposals.
- F. Informal Proposals: Proposals may be rejected for the following reasons:
 - a. If the proposal does not include the necessary forms as furnished by CRWP, if the forms are altered, or any part thereof detached.
 - b. If there are any irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 - c. 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.
 - d. 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 CRWP 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 awarding the contract. No contract will be awarded to any Bidder who is in arrears to CRWP upon debt or contract, or who is in default as surety or otherwise upon any obligation to CRWP.
- 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.
 - a. More than one proposal for the same work from an individual, firm, or corporation under the same or different names.
 - b. Evidence of collusion amount Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of CRWP until any such participant shall have been reinstated as a qualified bidder.
 - c. 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 if awarded a contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by CRWP 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. 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 CRWP, endorsed on or attached to the contract.

In response to this RFP, please submit one (1) electronic-only proposal addressing the following items:



- I. Description of Professional Engineer/Contractor Understanding of the Project
- II. Description of Services to be Performed
- III. Assumptions and Expectations
- IV. Cost Proposal as set forth in Section B.
- V. Bid Schedule (example attached as Exhibit A). Contractor may adjust format of Task Pricing Schedule as needed to provide as much detail as possible regarding quantity of materials and breakdown of other costs to complete the Project.
- VI. Proposed Project schedule identifying milestones, deliverables, and key coordination meetings. Include current workload and schedule of proposed Project in consideration of that workload.
- VII. Bid Guarantee and Bonding Requirements.
- VIII. Personal Experience and Resumes of Personnel. A Professional Engineer must be on the project team.
- IX. Proposal shall include proof of worker's compensation and proof of liability insurance with a \$1,000,000 minimum.
- X. Three (3) References from similar successfully complete projects

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.

SECTION F: SELECTION AND AWARD PROCESS

The selection process will involve screening of submitted proposals and may also involve interviews. CRWP 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 committee of CRWP staff and project partners will review and score proposals. Upon the recommendation of the review committee, all firms will be notified of the results and CRWP will enter into negotiations with the highest ranked firm. If CRWP cannot reach an agreement with the highest ranked firm, CRWP may initiate negotiations with the next highest ranked firm.

A **mandatory pre-bid meeting** will be held on **Monday, March 9, 2026, at 10:00 AM** at the project site to discuss the Project and tour the site. The inclement weather backup date will be Thursday, March 12, 2026, at 10:00 AM. **Please RSVP for the mandatory pre-bid meeting by 5pm on Friday, March 6, 2026;** contact Josh Myers at jmyers@crwp.org or (440) 491-8315. Directions will be provided at time of RSVP.

If interested, please submit an electronic-only version of your submittal via email to Josh Myers (jmyers@crwp.org) by **12:00 pm local time on March 31, 2026**. Any proposals received after this time and date will not be accepted. Large file size proposals may be submitted via email using a file sharing service, if needed.

Questions should be directed to Josh Myers, Associate Director with Chagrin River Watershed Partners **via email only** at jmyers@crwp.org by **March 18, 2026, at 4:00 PM local time**, no questions will be accepted after this date and time. A Question and Response document will be shared with all recipients of the RFP by March 23, 2026.



APPENDIX



Exhibit A: Bid Schedule

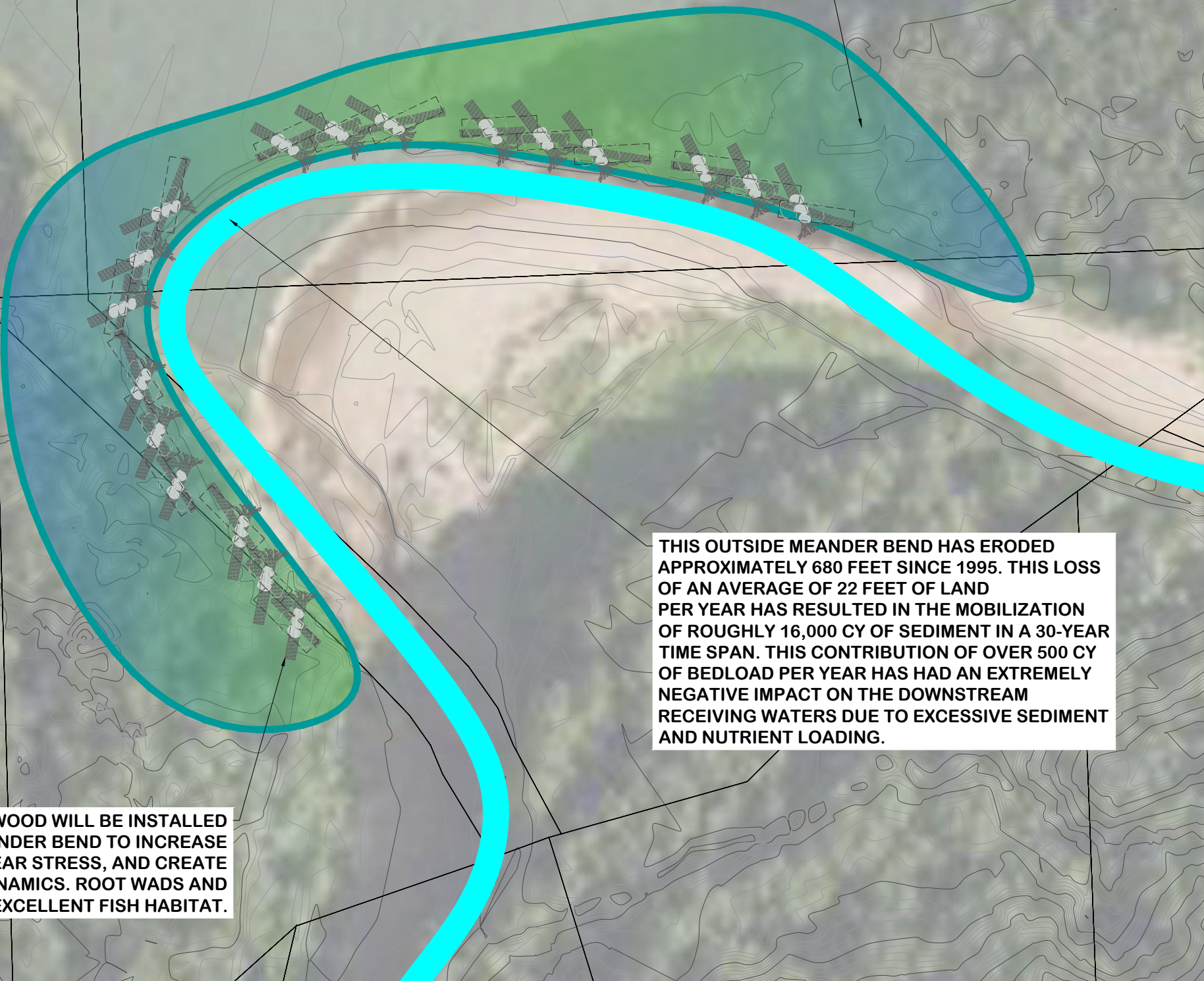
East Branch Chagrin River – Kirtland Hills Floodplain Reconnection and Bank Stabilization Project BID SCHEDULE							
Item No.	Description	QTY	Unit	Unit Price		Total Unit Cost	Total Cost
				Labor	Material		
1	SITE ASSESSMENT						
2	DESIGN						
3	PERMIT PREPARATION AND SUBMITTAL, PERMIT MONITORING, AND REPORTING						
4	SITE PREPARATION						
5	STREAMBANK RESTORATION/GRADING						
6	RIPARIAN PLANTINGS						
7	DEBRIS REMOVAL						
8	OTHER (EXPLAIN):						
9	OTHER (EXPLAIN):						
10	OTHER (EXPLAIN):						
TOTAL CONTRACT BID PRICE ITEMS 1 THROUGH 10							
<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 May 31, 2027. • LIQUIDATED DAMAGES: \$500.00 FOR EACH DAY BEYOND May 31, 2027. • FUNDING AND CLOSEOUT PAPERWORK: May 31, 2027. 							
NAME OF BIDDER:				DATE:			
_____				_____			
SIGNATURE OF BIDDER:							
_____				_____			



Exhibit B: Conceptual Plan

**CHILLICOTHE RD
(SR 615)**

A FLOODPLAIN BENCH WILL BE EXCAVATED TO DECREASE THE BANK HEIGHT RATIO OF THE APPROXIMATELY 8 FOOT TALL ERODING BANK ON THE OUTSIDE MEANDER BEND. THIS TECHNIQUE WILL INCREASE FLOOD STORAGE AND REDUCE EROSION VELOCITIES ALONG THE OUTSIDE MEANDER BEND. ADDITIONALLY, THE SITE GRADING WILL ALLOW FOR THE RE-ESTABLISHMENT OF A VEGETATED RIPARIAN BUFFER BETWEEN THE ADJACENT AGRICULTURAL FIELDS AND THE EAST BRANCH ITSELF.

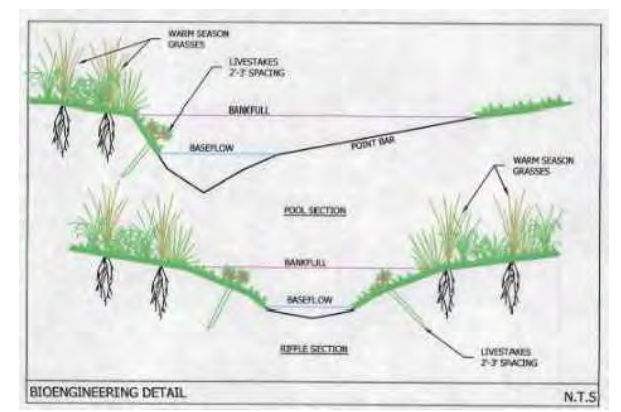


ROOT WADS AND TOE WOOD WILL BE INSTALLED ALONG THE OUTSIDE MEANDER BEND TO INCREASE ROUGHNESS, REDUCE SHEAR STRESS, AND CREATE HETEROGENEOUS FLOW DYNAMICS. ROOT WADS AND TOE WOOD ALSO CREATE EXCELLENT FISH HABITAT.

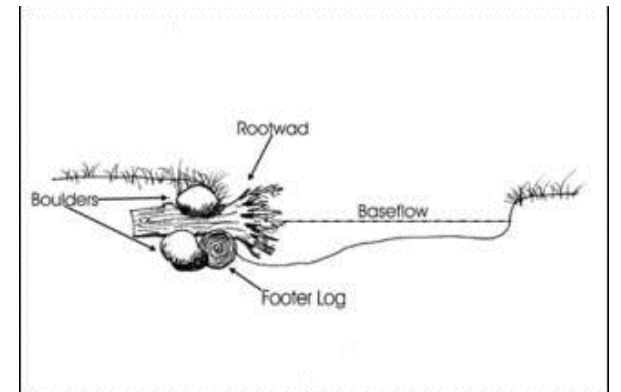
THIS OUTSIDE MEANDER BEND HAS ERODED APPROXIMATELY 680 FEET SINCE 1995. THIS LOSS OF AN AVERAGE OF 22 FEET OF LAND PER YEAR HAS RESULTED IN THE MOBILIZATION OF ROUGHLY 16,000 CY OF SEDIMENT IN A 30-YEAR TIME SPAN. THIS CONTRIBUTION OF OVER 500 CY OF BEDLOAD PER YEAR HAS HAD AN EXTREMELY NEGATIVE IMPACT ON THE DOWNSTREAM RECEIVING WATERS DUE TO EXCESSIVE SEDIMENT AND NUTRIENT LOADING.

CONCEPT PLAN LEGEND

- EXISTING PROPERTY LINE (LAKE COUNTY GIS)
- EXISTING STREAM ALIGNMENT
- PROPOSED FLOODPLAIN BENCH (3.0 AC)
- PROPOSED ROOT WAD WITH TOE WOOD (BANK STABILIZATION AND HABITAT)



THE REGRADED FLOODPLAIN BENCH WILL BE PLANTED WITH NATIVE SPECIES AND STABILIZED WITH EROSION CONTROL MATTING.



ROOTWADS INCREASE ROUGHNESS ALONG STREAMBANKS AND CREATE OVERHEAD COVER AND REARING HABITAT FOR A VARIETY OF FISH SPECIES.



Exhibit C: ODNR Grant Agreement with CRWP



**H2Ohio Grant Agreement Between
Chagrin River Watershed Partners
And the
Ohio Department of Natural Resources**

This Grant Agreement (the “Agreement”) is made and entered into by and between the State of Ohio, Department of Natural Resources, (“ODNR”), acting by and through its Director, pursuant to Section 1501.01 of the Ohio Revised Code and Amended Substitute House Bill No. 96, passed by the 136th General Assembly of the State of Ohio and signed by the Governor of Ohio on June 30, 2025 (effective date June 30, 2025) and Chagrin River Watershed Partners, Inc. (the “Grantee”).

Pursuant to Am. Sub. H.B. No. 96, the 136th General Assembly of the State of Ohio has appropriated funds of which Seven Hundred Thousand Dollars (\$700,000) has been redirected and awarded to the Grantee for costs associated with the East Branch Chagrin River Bank Restoration Project (hereinafter referred to as the “Project”).

The General Assembly has identified the H2Ohio Fund (Fund 6H20 725681), as the fund from which these monies will be disbursed.

The scope of work and budget for this Project is set forth in Exhibit A, which is attached hereto and by reference fully incorporated into this Agreement, with the total amount funded for the Project limited to the amount stated above.

NOW, THEREFORE, for the purpose of providing the funds to the Grantee pursuant to Am. Sub. H.B. No. 96 of the 136th General Assembly, the parties hereto agree as follows:

1. ODNR agrees to provide the Grantee up to Seven Hundred Thousand Dollars (\$700,000) via qualifying advance or reimbursement to be used toward the total cost of the Project.
 - a. Project Costs:
 - i. Consistent with Exhibit A, grant funds will be used to stabilize an eroding bank and restore the floodplain on Village of Kirtland Hills Property along the state scenic East Branch Chagrin River in Lake County, Ohio (“Project Property”).

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Legal Contract ID No. 2025-1789

- ii. It is mutually agreed that Grantee will complete the Project by Sept 30, 2027 (“Completion Date”).

b. Invoicing.

- i. Grantee will submit invoices for qualifying advance or reimbursement via Ohio’s Shared Services Supplier Operations website.
 - ii. ODNR will review and process invoices in a timely manner. If needed, ODNR may request additional information from Grantee as a condition of payment.
2. In no event shall ODNR’s payment to Grantee exceed Seven Hundred Thousand Dollars (\$700,000). Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not timely spent in connection with the Project shall be returned to State of Ohio in accordance with Paragraph 3 below.
3. If for any reason funds and/or interest on such funds acquired through this Agreement are required to be paid, repaid, or remitted to the State of Ohio, such shall be remitted in full within forty-five (45) days of demand to:

Payable to: Treasurer of the State of Ohio
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Mailed to: Department of Natural Resources
Office of Budget and Finance
2045 Morse Road, Bldg D-2
Columbus, OH 43229

Any such remittance shall include a copy of this agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to the Auditor of State (88 E. Broad Street, 10th Floor, Columbus, Ohio 43215) and ODNR.

4. Grantee agrees that the Project will be completed by the Completion Date and in accordance with Exhibit A. Upon Completion, Grantee will provide a Final Report to ODNR. This Agreement shall terminate five (5) years after ODNR’s receipt of the Final Report, however, all provisions that logically ought to survive termination of this Agreement shall survive. Upon written request, and subject to appropriation and renewal of funds by the State of Ohio, this Agreement may be renewed and extended by the Parties.

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5. Grantee hereby warrants that there are not and will not be, any restrictions of record with respect to the Project Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property to complete the Project as contemplated in Exhibit A.
6. The Grantee shall be responsible for the administration of the Project.
7. Grantee shall provide routine status reports to ODNR in a format and on a timeframe as set forth by ODNR. These reports shall include updates related to Project progress and fiscal expenditures.
8. Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project Property.
9. The Project Property restored pursuant to this Agreement shall be maintained, in perpetuity, in a condition consistent with Exhibit A hereto. Grantee shall secure an environmental covenant on the Project Property, in a form substantially similar to the form attached hereto as Exhibit B, to be recorded with the County Recorder. Such environmental covenant must, in perpetuity, prohibit any activity or construction on the Project Property inconsistent with the Project as set forth in Exhibit A. Grantee shall deliver a copy of the environmental covenant to ODNR upon completion of the Project.
10. **Monitoring Access.** For a period of no less than fifteen (15) years after the Completion Date, Grantee shall permit or ensure ODNR and its representatives or agents to access the Project Property for the purpose of conducting nutrient related monitoring. Upon completion of the project, the parties shall agree upon reasonable access terms, including, but not limited to data and sample collection at the project site, use of equipment to conduct monitoring, and timing of monitoring.
11. ODNR's only liability under this Agreement shall be for the advancement of the grant funds described herein. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
12. The Grantee will keep and make all Project-related records available to ODNR, the state Auditor or the Auditor's designee for a period of not less than five (5) years after the date of the Project completion. The Grantee acknowledges that the Auditor of State or ODNR may audit the Project at any time, including before, during and after completion.

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13. The Grantee assures compliance with the following Federal, State, and local laws and regulations, for the Project:

a. Prevailing wage pursuant to ORC Chapter 4115

The Grantee agrees that it will fully comply with Ohio's prevailing wage laws pursuant to Ohio Revised Code Chapter 4115.

b. Worker's Compensation

The Grantee agrees that it will fully comply with Ohio's Worker's Compensation Laws.

c. Equal Opportunity Laws

The Grantee agrees that it will fully comply with all state and federal non-discrimination laws and promptly comply with all requests and directions from the State of Ohio in this regard.

d. Domestic Steel pursuant to ORC 153.011

To the extent applicable, the Grantee agrees to comply with Ohio Revised Code 153.011.

e. Environmental and Historical Preservation Laws and Regulations

The Grantee assures compliance with all applicable Federal, State, and local environmental and historic preservation laws and regulations pertaining to the Project.

f. Drug-free Workplace

The Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free workplace. The Grantee will make a good faith effort to ensure that all contract employees, while working on Grantee's property, will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way.

g. Laws of Professional Design

The Grantee will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect, or landscape architect.

14. The Grantee agrees it will comply with any other Federal, State, and local laws and regulations applicable to the Project, whether now known or later identified.

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- 15.** To the extent applicable, the Grantee agrees that it will include the following provisions or similar provisions in any contract it executes with a third-party Architect or Engineer (A/E) on the Project:
- A. Notwithstanding any other provision of this Agreement to the contrary, the A/E shall perform its Services consistent with the professional skill and care ordinarily provided by registered architects, landscape architects, professional engineers, and professional surveyors in the same or similar locality under the same or similar circumstances.
 - B. The A/E shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The A/E shall perform its Services in accordance with the applicable rules established by its respective state board of registration.
 - C. The A/E shall perform its Services so that the Project is completed within the Construction Budget.
 - D. The A/E, Contracting Authority, and Owner do not have control over the cost of labor, materials, or equipment, over Contractors' methods of determining prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the A/E does not warrant or represent that competitively bid or negotiated prices will not vary from the Construction Budget or from any estimate of cost or evaluation prepared, or agreed to, by the A/E.
 - E. The A/E shall perform the Services so as not to interfere with, disturb, hinder, or delay the services of Separate Consultants or Work of the Contractors.
 - F. The A/E shall cooperate and coordinate fully with all Separate Consultants and Contractors and shall freely share all the A/E's Project-related information with them to facilitate the timely and proper performance of the Services and of the services and work of Separate Consultants and Contractors.
 - G. If the A/E damages the property or work of any Separate Consultant or Contractor, or by failure to perform the Services with due diligence, delays, interferes with, hinders, or disrupts the services of any Separate Consultant or the work of any Contractor who suffers additional expense and damage as a result, the A/E is responsible for that damage, injury, or expense.
 - H. The A/E shall not delay the Services on account of any claim, dispute, or action between the A/E and Separate Consultant or Contractor.
 - I. The Contract shall also include provisions requiring that the A/E carry certain levels of insurance.
- 16.** To the extent applicable, the Grantee agrees that it will include the following provisions or similar provisions in any contract it executes with a third-party Contractor on the Project:

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- A. The Contractor shall perform the Work in a workmanlike manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under Applicable Law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.
 - B. The A/E's review and approval of the Work and any information the Contractor submits to the A/E is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.
 - C. The Contractor is fully responsible for all acts and omissions of its Subcontractors and is responsible for scheduling and coordinating the Work of its Subcontractors.
 - D. The Contractor must perform the Work so as not to interfere with, disturb, hinder, or delay the services of Separate Consultants or the work of Separate Contractors. The Contractor must cooperate and coordinate fully with all Separate Consultants and Separate Contractors and must freely share all the Contractor's Project-related information with them to facilitate the timely and proper performance of the Work and of the services and work of the Separate Consultants and Separate Contractors.
 - E. Additional provisions addressing the following:
 - a. Provision addressing timely correction of defective work.
 - b. Provisions addressing correction of defective work following completion of the project including the one-year correction period following substantial completion of the project.
 - c. A provision providing for termination for convenience of the Contractor.
 - d. A provision providing for termination for cause of the Contractor.
 - e. A provision providing for assignment of the contract to ODNR upon written agreement between ODNR and the Grantee.
 - f. Provisions providing for applicable insurance limits by the Contractor including General Liability, Auto, Builders Risk and providing a surety bond in the amount of the cost of the Work for the Project.
- 17.** The Grantee affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section to be awarded state funds.
- 18.** ODNR reserves the right to terminate this Agreement if the Grantee is unable to proceed with the Project described in this Agreement, or if Grantee violates any of the terms of this Agreement (a "Default"). If ODNR believes a Default has occurred, ODNR shall provide written notice of its intent to terminate this Agreement reasonably identifying the Default. Grantee shall have thirty (30) days from receipt of such notice to cure such Default. During

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this thirty (30) day period, Grantee shall not incur any additional expenses on the Project unless and until the Default is cured.

- 19.** The Grantee will assure that monies expended under this Agreement are spent in conformity with their intended purpose as provided by Am. Sub. H.B. No. 166, 133rd General Assembly, Section 126.60 of the Ohio Revised Code. ODNR agrees that the expenditure of monies by Grantee to complete the Project in a manner consistent with Exhibit A will conform with the intended purposes of Section 126.60 of the Ohio Revised Code.
- 20.** To the extent applicable, Grantee warrants that it is registered and in good standing with the Office of Attorney General and in compliance with all applicable requirements, including but not limited to, R.C. Chapter 1716.
- 21.** The Grantee 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. The 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 of Ohio.
- 22.** No personnel of either Party who exercises any functions or responsibilities in connection with the review or approval of this Agreement shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the other Party in writing. Thereafter, he or she shall not participate in any action affecting the Project, unless the other Party determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 23.** The Grantee hereby certifies that neither it nor, to the best of its knowledge any of its officers or directors, or the spouse of any such person, has made contributions to the ODNR or the Governor in excess of the limitations specified in R.C. 3517.13.

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24. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.
25. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.
26. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
27. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by the Grantee, without the prior written consent of ODNR.
28. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
29. This Agreement is not binding upon ODNR unless executed in full. This Agreement is effective as of the last date of signature by ODNR.
30. All notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses set forth below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. All Notices required or permitted to be given pursuant to the terms of this Agreement shall be respectively addressed as follows:

For ODNR:
Jonathan Horn
H2Ohio Rivers Program Coordinator
2045 Morse Road, Bld. D-2
Columbus, Ohio 44229
(614) 265-6350
Jonathan.Horn@dnr.ohio.gov

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For Grantee:
Kimberly Brewster-Shefelton
PO BOX 229
Willoughby, Ohio 44096
(440) 975-3870
kbrewster@crwp.org

Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

- 31. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- 32. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, the Grantee and ODNR have caused this Agreement to be executed by their respective officers on the dates indicated below.

FOR GRANTEE

DocuSigned by:

9234156D115947E...

William A. Tomko
President

November 7, 2025

Date

FOR THE ODNR

Signed by:

6DC82A2DBC484A7...

Mary Mertz
Director

November 17, 2025

Date