

Lake County Soil & Water
Conservation District

BID SET

**Invasive Vegetation Control on Restoration Sites
(Lake County)**

August 28, 2026

Caitlin Stillisano

**Prepared by Caitlin Stillisano,
Watershed Coordinator, Lake County
Soil & Water Conservation District**

Date: August 28, 2026

LEGAL NOTICE

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed proposals will be received by the Lake County Soil and Water Conservation District at 105 Main Street, Painesville, OH, 44077 in the Headwaters Conference Room on the 3rd floor of the Nolan Building (Building B) on September 29, 2026, and will be opened and read at 12:00 P.M. for the following Project:

Invasive Vegetation Control on Restoration Sites

Mandatory Pre-Bid Meeting: Wednesday, September 16, 2026 at 10:00 AM via Microsoft Teams.
RSVP required.

RSVP to cstillisano@lakecountyohio.gov for details

Bids must be in accordance with specifications included in the Request for Proposals (RFP). Digital versions of the RFP will be available on the Lake SWCD websites: <https://www.lakecountyohio.gov/swcd/> and <https://lakeconservation.org/>. Hard copies will be available for pick-up at the District Office. Bidders shall be responsible for checking Addenda and obtaining any from the website.

By order of:

Dan Donaldson, District Administrator

News-Herald:

August 28, 2026

September 4, 2026

September 11, 2026



Lake County Soil & Water Conservation District
Invasive Vegetation Control on Restoration Sites
REQUEST FOR PROPOSALS
August 28, 2026

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SECTION A: SERVICES AND PROJECT COSTS

The Lake County Soil and Water Conservation District (Lake SWCD or District) is seeking a Contractor to complete invasive species treatment at two completed restoration sites in Madison Village, Lake County, Ohio. (Project). This project is funded under the Lake Erie Community (LEC) grant program administered by the Ohio Lake Erie Commission (OLEC). The contract will include assistance and coordination with Lake SWCD throughout implementation.

The Contractor shall furnish all necessary labor, equipment, materials, supplies, permits, licenses, certifications, documentation, and other services necessary to complete the Project. The maximum contract price for performance under this contract is \$67,900.00. This maximum amount of \$67,900.00 shall not be exceeded under any circumstances unless written authorization is obtained from Lake SWCD. Lake SWCD's obligation to pay the Contractor is subject to the availability and eligibility of grant funds. 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.

The Contractor shall be responsible for determining whether any permits, licenses, certifications, or regulatory approvals are required to implement the project and shall obtain all such authorizations prior to commencing work. The Contractor shall comply with all applicable federal, state, and local laws, regulations, permit conditions, and herbicide label requirements.

This responsibility includes conducting any surveying, data collection, or other supporting activities necessary to prepare and submit permit applications, as well as paying all associated fees. No work shall commence until all required permits, licenses, certifications, and regulatory approvals have been obtained.

Contractors may identify alternative or complementary approaches that they believe would achieve the Project objectives more effectively or economically. Any proposed alternative shall clearly identify the affected scope item, describe the proposed approach, and identify any resulting change in cost or schedule. Lake SWCD reserves the right to accept, reject, or negotiate any proposed alternative. Please contact Caitlin Stillisano, Lake SWCD Watershed Coordinator at cstillisano@lakecountyohio.gov with questions.

SECTION B: PROJECT OVERVIEW

Background

The proposed project will provide invasive species management at two completed restoration sites within the Arcola Creek Watershed (HUC-12: 041100030203) in Madison Village, Lake County, Ohio. Both sites are located near the Lake Erie coastline and are part of Lake County Soil and Water Conservation District's watershed planning and implementation program. Continued invasive species control is needed to protect previous restoration investments, maintain restored habitat conditions, and support the ongoing public and educational uses of these sites.

Both restoration sites provide community benefits through public access, environmental education, and passive recreation. Without continued invasive species management, invasive plants can spread throughout restored areas, compete with establishing native vegetation, reduce habitat quality, and limit the long-term success of restoration efforts.

Arcola Creek Wetlands Park was completed in 2023 through funding from the H2Ohio Wetlands Program. The 19-acre project transformed vacant, Village-owned property into a restored wetland and public park through restoration of natural hydrology, creation of wetland habitat, and installation of walking trails, an overlook, and expanded parking. Located adjacent to the Madison Village Senior Center, the site provides opportunities for passive recreation, nature observation, and environmental education.

Following construction, the site received invasive vegetation management. Current infestations are limited to scattered populations of woody and emergent invasive species throughout the restored wetland. Continued management is needed to prevent these remaining infestations from becoming established and to protect the developing native plant community. Known target species include common reed (*Phragmites australis*), reed canary grass (*Phalaris arundinacea*), narrow-leaved cattail (*Typha angustifolia*), purple loosestrife (*Lythrum salicaria*), Canada thistle (*Cirsium arvense*), and yellow sweet clover (*Melilotus officinalis*). Known target woody invasive species include autumn olive (*Elaeagnus umbellata*), European alder (*Alnus glutinosa*), and Callery pear (*Pyrus calleryana*).

Arcola Creek Headwaters Stream Restoration was completed in 2017 through the Ohio EPA Section 319 Nonpoint Source Grant Program. The project restored a degraded headwater stream located within a Village cemetery adjacent to Madison South Elementary School. The site serves as an outdoor classroom, where Lake County Soil and Water Conservation District partners annually with the school's fifth-grade Science Club to monitor stream habitat quality.

Since restoration, dense stands of common reed (*Phragmites australis*) have expanded throughout the restored stream corridor. An adjacent parcel that was not included in the original restoration project is also heavily dominated by *Phragmites* and serves as a continuing source of reinfestation. This area is visible in recent aerial imagery and represents a significant factor affecting the long-term effectiveness of invasive species management at the restored site.

Project Description

Lake County Soil and Water Conservation District (Lake SWCD), in partnership with Madison Village and selected ecological restoration contractor, will implement invasive vegetation management at two completed restoration sites in Madison Village, Ohio. The grant completion date for this grant is December 31st, 2028. The selected ecological restoration contractor will conduct invasive species treatment, document project activities, and develop a long-term management plan to support continued maintenance by Madison Village.

Key components of the project include:

- Treat invasive vegetation at Arcola Creek Wetlands Park and Arcola Creek Headwaters Stream Restoration, including common reed (*Phragmites australis*) and other targeted invasive plant species
- Conduct site assessments at both restoration sites to identify known and previously undocumented invasive species and incorporate additional target species into the management approach as needed
- Conduct at least four invasive species treatment events over the grant period using site-appropriate methods and best management practices

- Develop treatment maps, herbicide application records, photo documentation, and annual project reports to document progress and outcomes
- Prepare a long-term invasive vegetation management plan to guide Madison Village maintenance efforts after completion of the grant-funded project.
- Support native vegetation establishment in treated areas through native seed installation where appropriate.

Project Partners

Lake County Soil and Water Conservation District (Lake SWCD): Project lead responsible for grant administration, coordination, contractor procurement, project oversight, and implementation support.

Madison Village: Project partner responsible for coordination of site access and future maintenance; Village staff will utilize the long-term management plan to support ongoing invasive species control.

Selected Ecological Restoration Contractor: Responsible for implementing invasive species treatments, documenting activities, and developing project deliverables in accordance with grant requirements and accepted restoration practices.

Project Goals

- Protect previous public investments in wetland and stream restoration by preventing invasive species from degrading restored habitats
- Reduce invasive vegetation populations and limit future spread within the Arcola Creek Watershed
- Support the long-term establishment and persistence of native plant communities
- Maintain public access, educational opportunities, and recreational benefits provided by the restored sites
- Provide Madison Village with the tools and guidance needed for continued invasive species management after the grant period

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

Overview

Through this Request for Proposals (“RFP”), Lake SWCD will select a Contractor to provide invasive vegetation assessment, treatment, monitoring, documentation, and long-term management recommendations for two completed restoration sites within the Arcola Creek Watershed. The selected Contractor will assess each site to identify known and previously undocumented invasive species, develop an appropriate treatment approach, and conduct at least four invasive species treatment events over the project period.

The selected Contractor will be responsible for determining appropriate treatment methods, herbicide products, equipment, and timing based on site conditions and applicable best management practices. The Contractor shall be responsible for preparing and submitting a Quality Assurance Project Plan (QAPP) to USEPA, with review and input from Lake SWCD and its partners, and for completing all monitoring and reporting activities required under the approved QAPP. The

Contractor shall also be responsible for obtaining and maintaining all necessary permits, licenses, certifications, and regulatory approvals and for complying with all applicable federal, state, and local requirements and herbicide label requirements.

The selected Contractor will document treatment activities through treatment maps, herbicide application records, photographs, and annual summary reports. Where appropriate, the Contractor will coordinate native seed installation in treated areas to support native vegetation establishment. The Contractor will also develop a long-term invasive vegetation management plan for use by Madison Village following completion of the grant-funded project.

A summary of the Contractor's Scope of Services (the "Work") and proposed schedule is outlined below.

Scope of Services

- 1) This RFP, the Contractor's proposal, the Lake SWCD Grant Agreement with OLEC (Exhibit C), and any other documents required by Lake SWCD shall be incorporated as part of Lake SWCD's contract with the Contractor.
- 2) The Contractor shall provide invasive vegetation assessment, treatment, monitoring, documentation, and long-term management planning at the two Project Sites identified in this RFP:
 - i) Arcola Creek Wetlands Park
 - ii) Arcola Creek Headwaters Stream Restoration
- 3) The Contractor shall conduct an initial assessment of each Project Site to identify known and previously undocumented invasive plant species and evaluate current site conditions. The Contractor shall incorporate identified invasive species into the treatment program as appropriate.
- 4) The Contractor shall conduct at least four invasive species treatment events during the period from contract execution through December 31, 2028. Treatment methods, herbicide products, equipment, and timing shall be selected based on site conditions, target species, applicable best management practices, and all applicable herbicide label requirements.
- 5) Treatment activities shall include control of common reed (*Phragmites australis*) and other invasive plant species identified in this RFP and through Contractor site assessments. Treatment methods may include targeted foliar application, cut-stump treatment, or other appropriate species-specific methods.
- 6) The Contractor shall coordinate all treatment activities with Lake SWCD and Madison Village. The Contractor shall provide advance notification to Lake SWCD prior to each treatment event to allow Lake SWCD to coordinate site access and scheduling with Madison Village.
- 7) The Contractor shall participate in a project kick-off meeting with Lake SWCD and Madison Village prior to commencement of treatment activities. The Contractor shall also participate in a project completion meeting following completion of the grant-funded treatment activities.
- 8) The Contractor shall prepare and submit a Quality Assurance Project Plan (QAPP) in accordance with applicable USEPA and OLEC requirements, with review and input from Lake SWCD and its partners. The QAPP shall be submitted sufficiently in advance of any environmental data collection or compilation activities to allow for the required review and

approval. The Contractor shall not conduct environmental data collection, production, or use requiring QAPP approval until the QAPP has been approved by the OLEC Project Monitor. The Contractor shall conduct monitoring and reporting activities in accordance with the approved QAPP and applicable grant requirements.

- 9) Following each treatment event, the Contractor shall provide a treatment report documenting the work completed. At a minimum, each report shall include:
 - i) Date(s) of treatment;
 - ii) Areas and invasive species treated;
 - iii) Treatment methods and herbicide products used;
 - iv) Herbicide application records, including application rates and weather conditions as required;
 - v) Treatment maps;
 - vi) Photo documentation; and
 - vii) Any observations or recommendations relevant to future management.
- 10) The Contractor shall provide annual summary reports documenting treatment activities, site conditions, progress toward project goals, and recommendations for subsequent treatment activities.
- 11) The Contractor shall prepare a long-term invasive vegetation management plan for Madison Village to use following completion of the grant-funded project. The plan shall identify priority invasive species and areas, recommended treatment approaches and timing, monitoring needs, and recommendations for ongoing maintenance.
- 12) Where native seeding is included as part of the Project, the Contractor shall provide and install the specified native seed mix in designated treatment areas using methods appropriate to the site and seed mix. The Contractor shall coordinate seeding activities with Lake SWCD and Madison Village.
- 13) If applicable, the Contractor shall provide a two-year warranty on plant materials installed through the Project. The warranty shall begin on the date of final acceptance of the applicable planting work and shall require replacement of plant material that fails to establish due to defective materials or workmanship, subject to reasonable exclusions for drought, flooding, herbivory, vandalism, or other conditions beyond the Contractor's control. Replacement materials shall be of the same or equivalent species and installed during the appropriate planting season.
- 14) The Contractor shall be responsible for determining whether any permits, licenses, certifications, or regulatory approvals are required to perform the work and shall obtain all such authorizations prior to commencing work. The Contractor shall comply with all applicable federal, state, and local laws, regulations, permit conditions, and herbicide label requirements.
- 15) This responsibility includes conducting any surveying, data collection, or other supporting activities necessary to prepare and submit permit applications, as well as paying all associated fees. No work shall commence until all required permits, licenses, certifications, and regulatory approvals have been obtained.
- 16) All work shall be performed in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, ordinances, regulations, permit conditions, grant requirements, and herbicide label requirements.

- 17) The Contractor shall minimize disturbance to existing native vegetation, soils, wetlands, streams, and other site features to the extent practicable while conducting treatment and seeding activities.
- 18) The Contractor shall be responsible for restoring any areas unnecessarily disturbed by its activities to a condition equal to or better than the condition existing prior to the Contractor's work, at no additional cost to Lake SWCD.
- 19) The Contractor shall coordinate access to the Project Sites with Lake SWCD and Madison Village and shall comply with any site access requirements established by the property owner.
- 20) All materials, reports, treatment records, maps, photographs, monitoring data, management plans, and other project documentation prepared by the Contractor shall be provided to Lake SWCD and shall be available for use in grant reporting, educational materials, signage, future management, and other purposes related to the Project.
- 21) The Contractor shall be solely responsible for obtaining all data and information sources necessary for implementation of the Project, except for information specifically identified in the RFP as being provided by Lake SWCD.
- 22) Each part or detail of the work shall be subject to inspection by Lake SWCD or its designated representatives and partners. Inspection by Lake SWCD shall not relieve the Contractor of responsibility for properly performing the work in accordance with the Contract Documents.
- 23) The Contractor shall comply with all applicable restrictions governing pesticide applications, work within wetlands or streams, tree and vegetation removal, and protection of sensitive natural resources.
- 24) Where planting or seeding is included in the Project, the Contractor shall schedule activities during the appropriate planting or seeding window for the specified native seed mix and site conditions. Summer installation shall be avoided where reasonably practicable.

Schedule

August 28, 2026	First bid advertisement
September 4, 2026	Second bid advertisement
September 11, 2026	Third bid advertisement
September 16, 2026	Mandatory pre-bid meeting (virtual)
September 21, 2026	Questions pertaining to this Request for Proposals must be submitted by 5:00 PM and directed to Caitlin Stillisano (cstillisano@lakecountyohio.gov) via email only
September 22, 2026	A Question and Response document will be shared with all participants of the mandatory pre-bid meeting
September 29, 2026	Proposals must be received by Lake SWCD by 12:00 PM (local time)

Lake SWCD and/or its partners may also conduct team interviews at their discretion. These interviews may be conducted virtually.

All anticipated timeframes below are subject to change:

Q4 2026:	Contract execution and QAPP preparation, review, and approval
Q1 2027:	Project kickoff and site evaluation, following required QAPP approval for applicable activities
Q2 2027 – Q4 2028	Invasive species control and documentation
Q4 2028	Management plan development with Madison Village

SECTION D: FEDERAL, STATE, AND GRANT COMPLIANCE REQUIREMENTS

Overview

The Project is funded through the Ohio Lake Erie Commission (OLEC) with funds originating from the U.S. Environmental Protection Agency (EPA). Lake County Soil and Water Conservation District (Lake SWCD) is the grantee and will contract directly with the successful Contractor for invasive vegetation control services (the Agreement).

The Contractor shall comply with all applicable federal, state, and local laws, regulations, grant requirements, and terms and conditions applicable to the Project. The Contractor shall also ensure that any subcontractors it engages to perform work under the Agreement comply with all requirements applicable to the Contractor and the subcontracted work.

Nothing in this section shall be construed to impose requirements that are not applicable to the services being procured under this RFP.

System for Award Management (SAM)

Lake SWCD may verify the eligibility of the Contractor and applicable subcontractors through the federal System for Award Management (SAM) exclusions system prior to award and during the term of the Agreement as appropriate.

The Contractor shall promptly notify Lake SWCD if it or any subcontractor performing work under the Agreement becomes suspended, debarred, or otherwise excluded from participation in federally funded programs.

Suspension and Debarment

The Contractor certifies that neither it nor, to its knowledge, any subcontractor proposed to perform work under the Agreement is suspended, debarred, or otherwise excluded from participation in federally funded programs.

Lake SWCD may verify the eligibility of the Contractor and applicable subcontractors through the federal SAM exclusions system.

The Contractor shall notify Lake SWCD promptly if it or any subcontractor becomes suspended, debarred, or otherwise excluded during the term of the Agreement.

Federal Procurement and Grant Requirements

The Contractor shall comply with all federal requirements applicable to contractors performing work under federally funded awards, including applicable provisions of 2 CFR Part 200 and any applicable EPA requirements.

The Contractor shall cooperate with Lake SWCD in providing information or documentation reasonably necessary for Lake SWCD to demonstrate compliance with its OLEC and EPA grant requirements.

The Contractor shall flow down applicable federal requirements to all subcontractors performing work under the Agreement and shall be responsible for ensuring subcontractor compliance.

Mandatory Disclosures

The Contractor shall promptly disclose in writing to Lake SWCD any credible evidence of violations of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations potentially affecting the Federal award, as required by 2 CFR § 200.113. The Contractor shall cooperate with Lake SWCD in making any disclosures required to OLEC or the appropriate Federal agency.

Domestic Preferences

To the extent applicable to purchases made in connection with the Project, the Contractor shall comply with applicable federal domestic preference requirements, including 2 CFR § 200.322.

The Contractor shall, to the greatest extent practicable and consistent with applicable federal requirements, purchase, acquire, or use goods, products, and materials produced in the United States when required by the applicable grant requirements.

Any specific Buy America or Build America, Buy America requirements applicable to the Project shall be complied with to the extent required by the applicable federal award and incorporated into the Agreement.

The Contractor shall ensure that applicable requirements are flowed down to subcontractors and suppliers.

Conflict of Interest

The Contractor shall disclose to Lake SWCD any actual, potential, or apparent conflict of interest involving the Contractor, its employees, officers, agents, subcontractors, or any other person participating in the performance or administration of the Agreement.

No employee, officer, agent, or subcontractor of the Contractor may participate in the selection, award, or administration of a subcontract supported by federal funds if that person has a real or apparent conflict of interest.

The Contractor shall ensure that applicable conflict-of-interest requirements are included in its subcontracts and shall be responsible for addressing conflicts involving its subcontractors.

Equal Opportunity and Nondiscrimination

The Contractor shall comply with all applicable federal and state civil rights and nondiscrimination laws and regulations in performing the work under the Agreement.

The Contractor shall not discriminate in employment or in the performance of the services on the basis of race, color, national origin, religion, sex, disability, age, or any other classification protected by applicable law.

The Contractor shall ensure that applicable nondiscrimination requirements are included in subcontracts and shall be responsible for compliance by its subcontractors.

Lobbying

The Contractor shall comply with applicable federal restrictions on lobbying and the use of federal funds for lobbying activities, including the requirements of 31 U.S.C. § 1352 and applicable federal implementing regulations.

No federal funds provided for the Project may be used to pay for lobbying activities prohibited by federal law.

Where required by applicable federal law, the Contractor shall provide the required lobbying certification and disclosures.

The Contractor shall ensure that applicable lobbying restrictions are included in subcontracts and shall be responsible for compliance by its subcontractors.

Prohibition on Certain Telecommunications and Video Surveillance Equipment

The Contractor shall comply with 2 CFR § 200.216 and any other applicable federal restrictions concerning the procurement or use of prohibited telecommunications and video surveillance equipment or services.

The Contractor shall not use federal funds provided under the Project to procure or obtain prohibited equipment or services identified under applicable federal law.

The Contractor shall ensure that applicable requirements are flowed down to subcontractors and shall be responsible for subcontractor compliance.

Trafficking in Persons

The Contractor shall comply with applicable federal laws and regulations prohibiting trafficking in persons, including the Trafficking Victims Protection Act and applicable provisions of 2 CFR Part 175, as applicable to the federal award.

The Contractor shall ensure that applicable requirements are included in its subcontracts and shall be responsible for subcontractor compliance.

Procurement of Recovered Materials

The Contractor shall comply with 2 CFR § 200.323 and all applicable federal requirements concerning the procurement of recovered materials.

Environmental Compliance

The Contractor shall comply with all environmental requirements applicable to the Project, including all conditions, clearances, permits, authorizations, and restrictions identified by OLEC, Ohio EPA, or other applicable federal, state, or local agencies.

The Contractor shall not begin work that requires prior environmental clearance, authorization, or permit approval until Lake SWCD has provided written authorization to proceed.

The Contractor shall perform all invasive vegetation control activities in accordance with applicable environmental laws, permits, pesticide regulations, product labels, and agency requirements.

The Contractor shall immediately notify Lake SWCD of any environmental violation, spill, unauthorized treatment, permit issue, or other condition that could affect the Project's compliance with applicable environmental requirements.

The Contractor shall ensure that applicable environmental requirements are flowed down to subcontractors and shall be responsible for subcontractor compliance.

Pesticide and Herbicide Requirements

All pesticide and herbicide applications performed under the Agreement shall comply with all applicable federal and State of Ohio requirements.

The Contractor shall:

1. Use only products that are legally registered and approved for the intended use;
2. Follow all product labels, including application rates, application methods, buffer requirements, weather restrictions, and water-use restrictions;
3. Maintain all licenses, certifications, permits, and registrations required by the State of Ohio for the work performed;
4. Ensure that pesticide applications are performed only by properly licensed or certified personnel when required by law;
5. Take appropriate measures to prevent drift, runoff, spills, and impacts to non-target species and sensitive areas; and
6. Provide Lake SWCD with documentation of treatments, including dates, locations, products used, application rates, and other information reasonably requested by Lake SWCD.

The Contractor shall ensure that any subcontractor performing pesticide or herbicide applications meets all applicable licensing, certification, and regulatory requirements.

Insurance and Worker Protection

The Contractor shall maintain insurance coverage appropriate for the services performed under the Agreement and as specified elsewhere in this RFP or the resulting Agreement.

The Contractor shall maintain workers' compensation coverage as required by Ohio law and shall ensure that all subcontractors maintain legally required workers' compensation coverage.

The Contractor shall be responsible for the safety of its employees, subcontractors, and operations and shall comply with all applicable federal, state, and local occupational safety requirements.

Records, Access, and Audit

The Contractor shall maintain complete and accurate records relating to the performance of the Agreement, including invoices, treatment records, labor records, subcontractor records, and other documentation necessary to demonstrate compliance with the Agreement and applicable grant requirements.

The Contractor shall make such records available to Lake SWCD, OLEC, Ohio EPA, EPA, and their authorized representatives upon reasonable request for purposes of audit, examination, monitoring, or verification of compliance.

Records shall be retained for at least three (3) years following submission of the applicable final expenditure or performance report for the grant, or for any longer period required by applicable federal or state law or the OLEC grant agreement. If litigation, a claim, audit, investigation, or other action involving the records is initiated before the expiration of the applicable retention period, the Contractor shall retain the records until the matter is fully resolved.

Subcontractors

The Contractor shall obtain prior written approval from Lake SWCD before engaging any subcontractor to perform material services under the Agreement when such approval is required by the Agreement or applicable grant requirements.

The Contractor remains fully responsible for the performance of its subcontractors and for ensuring that all applicable federal, state, and local requirements are incorporated into and complied with by its subcontractors.

The Contractor shall not use a subcontractor that is suspended, debarred, or otherwise excluded from participation in federally funded programs.

Ohio Requirements

The Contractor shall comply with all applicable State of Ohio laws, regulations, executive orders, and grant requirements applicable to the services performed under the Agreement.

Where applicable to the Project, the Contractor shall make a good-faith effort to utilize Ohio businesses, products, materials, and services and to provide opportunities for participation by minority-owned, women-owned, small, and other disadvantaged businesses in accordance with applicable grant requirements.

The Contractor shall comply with applicable Ohio nondiscrimination and equal employment opportunity requirements.

Services Performed Within the United States

The Contractor shall perform all services required under the Agreement within the United States unless LAKE SWCD provides prior written authorization for otherwise and such performance is permitted under the applicable grant agreement and law.

The Contractor shall disclose to LAKE SWCD the principal business location of the Contractor and the location where services under the Agreement will be performed.

The Contractor shall notify LAKE SWCD of any proposed change in the location where services are performed or where Project-related data is accessed, maintained, processed, or stored.

Ohio Ethics and Conflict-of-Interest Requirements

The Contractor shall comply with applicable Ohio ethics and conflict-of-interest laws in performing the services under the Agreement.

The Contractor shall not take any action that would create an actual or apparent conflict of interest in connection with the Project or the use of grant funds.

Compliance with Laws Not Specifically Listed

The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, permits, orders, grant requirements, and applicable agency guidance, whether or not specifically listed in this RFP.

Where a conflict exists between this RFP and a mandatory requirement of the OLEC grant agreement, applicable federal law, or applicable state law, the mandatory federal or state requirement shall control.

Grant Compliance and Cooperation

The Contractor acknowledges that the services provided under the Agreement are being funded, in whole or in part, with OLEC grant funds originating from EPA.

The Contractor shall cooperate fully with LAKE SWCD in satisfying the reporting, monitoring, documentation, audit, and other compliance obligations applicable to the Project.

The Contractor shall promptly provide LAKE SWCD with any documentation reasonably necessary to demonstrate compliance with the OLEC grant agreement or applicable federal or state requirements.

Failure to comply with applicable grant requirements may constitute a material breach of the Agreement and may result in withholding of payment, termination of the Agreement, recovery of funds, or other remedies available to LAKE SWCD under the Agreement or applicable law.

Termination

Lake SWCD may terminate the Agreement for cause if the Contractor materially fails to perform its obligations under the Agreement, fails to comply with applicable federal, state, or local requirements, or otherwise materially breaches the Agreement and fails to cure such breach within the time specified by Lake SWCD.

Lake SWCD may also terminate the Agreement for convenience upon written notice to the Contractor. In the event of termination for convenience, the Contractor shall be compensated for satisfactory Work properly performed and accepted through the effective date of termination, subject to applicable grant requirements and the availability of grant funds. The Contractor shall not be entitled to anticipated profits or compensation for Work not performed.

Upon termination, the Contractor shall promptly provide Lake SWCD with all project records, treatment documentation, maps, reports, data, and other deliverables completed through the date of termination.

Termination shall be conducted in accordance with the terms of the Agreement and applicable requirements of the OLEC grant agreement.

Time for Completion

The Contractor shall complete all Work and submit all required reports, documentation, and other deliverables no later than December 31, 2028, unless an extension is approved in writing by Lake SWCD and is permitted under the OLEC Grant Agreement.

If the Contractor fails to complete the Work by the required completion date, Lake SWCD may assess liquidated damages of \$500.00 per calendar day for each day of delay, unless the delay results from circumstances beyond the Contractor's reasonable control or an extension has been approved in writing.

The parties agree that the liquidated damages amount represents a reasonable estimate of damages that may be difficult to determine precisely and is not intended as a penalty.

SECTION E. INSTRUCTIONS TO OFFERERS

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 outlined by Lake SWCD. All required signatures shall be executed by an authorized representative of the Bidder. 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 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 Lake SWCD, 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: Lake SWCD reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of Lake SWCD. Lake SWCD reserves the right to reject any or all proposals.
- F. Informal Proposals: Proposals may be rejected for the following reasons:
 1. If there are any irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

2. 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 Lake SWCD will make a selection of awards.
 3. 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 Lake SWCD 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 Lake SWCD upon debt or contract, or who is in default as surety or otherwise upon any obligation to Lake SWCD.
- 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 among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of Lake SWCD 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 contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by Lake SWCD 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: Lake SWCD 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 Lake SWCD 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 or 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 Lake SWCD 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. Personal Experience and Resumes of Personnel.

H. 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.

Selection and Award Process

The selection process will involve screening of submitted proposals and may also involve interviews. Lake SWCD 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 virtually via Microsoft Teams on **Wednesday, September 16, 2026 at 10:00 AM**. Please RSVP for the mandatory pre-bid meeting by 4:00 PM **on Monday, September 14, 2026**; contact Caitlin Stillisano at cstillisano@lakecountyohio.gov or (440) 350-2049. 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 Lake SWCD offices no later than **12:00 PM NOON on Tuesday, September 29, 2026**. Any proposals received after this time and date will not be accepted. Lake SWCD expects to award the contract by **October 2, 2026**. Work will commence after successful execution of a contract for services between the Contractor and Lake SWCD and contract approval by OLEC. All work under this contract, including invoices, must be completed and delivered to Lake SWCD by December 31, 2028. Lake SWCD 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 expenses incurred in connection with the preparation of a response to this RFP. Lake SWCD 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. Lake SWCD reserves the right to accept the proposal deemed most advantageous and in the best interest of Lake SWCD.

Questions should be directed to: Caitlin Stillisano (cstillisano@lakecountyohio.gov) via email only. The deadline to submit questions is **September 21, 2026**. A Question and Response document will be shared with all recipients of the RFP by **September 22, 2026**.

Delivery:

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

Lake County Soil & Water Conservation District

105 Main Street, Suite B301

Painesville, Ohio 44077

EXHIBITS

Exhibit A: Bid Schedule

Invasive Vegetation Control Restoration Sites Bid Schedule							
Item No.	Description	QTY	Unit	Unit Price		Total Unit Cost	Total Cost
				Labor	Material		
1	SITE ASSESSMENT	1	LS				
2	INVASIVE VEGETATION CONTROL – MINIMUM FOUR TREATMENTS	1	LS				
3	TREATMENT DOCUMENTATION AND ANNUAL REPORTS	1	LS				
4	MANAGEMENT PLAN	1	LS				
5	NATIVE SEEDING, WHERE APPLICABLE	1	LS				
6	OTHER (EXPLAIN):						
TOTAL CONTRACT BID PRICE ITEMS 1 THROUGH 6							
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. THE BIDDER AGREES TO THE FOLLOWING CONTRACT TERMS: COMPLETION DATE: THIS PROJECT MUST BE COMPLETE NO LATER December 31, 2028. LIQUIDATED DAMAGES: \$500.00 FOR EACH DAY BEYOND December 31, 2028. FUNDING AND CLOSEOUT PAPERWORK: December 31, 2028.							
NAME OF BIDDER: _____				DATE: _____			
SIGNATURE OF BIDDER: _____							

Exhibit B: Site Maps

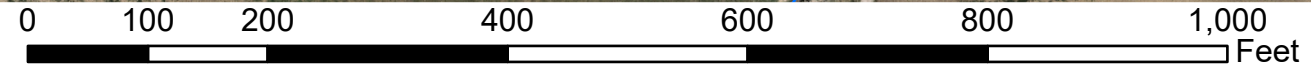


Lake Soil & Water
Estd Conservation District 1947

Arcola Wetlands Park Restoration IVC Project Area

~ 20 Acres

HUBBARD



- STREAMS
- Roads
- Parcels2024



Lake Soil & Water
Estd Conservation District 1947

Madison Cemetery Stream Restoration IVC Project Area

~ 5 Acres

N



0 40 80 160 240 320 400 Feet

— STREAMS
□ Parcels2024

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Exhibit C: OLEC Grant Agreement with Lake SWCD

**OHIO LAKE ERIE COMMISSION
SUBAWARD AGREEMENT**

PREAMBLE

This Subaward Agreement ("Agreement") is entered into by and between the Chair of the Ohio Lake Erie Commission ("OLEC") through its Executive Director, on behalf of the OLEC, and the Subrecipient identified in Exhibit A, which Exhibit is attached hereto and incorporated by reference as if fully rewritten herein. This Agreement establishes the duties and obligations of OLEC and Subrecipient, with OLEC and Subrecipient together referred to as "the parties."

WHEREAS OLEC is the recipient of a United States Environmental Protection Agency ("U.S. EPA") Cooperative Agreement, Grant, No. 00E03690, and is to make distribution of the award moneys from that grant.

WHEREAS Subrecipient has made application for a subaward and after review of the application, OLEC has determined that Subrecipient is eligible for an OLEC subaward funded from the above referenced grant.

WHEREAS OLEC desires to engage Subrecipient in, and Subrecipient desires to perform, the services provided for in this Agreement, in accordance with the terms and conditions prescribed by OLEC.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I: RELIANCE AND EXPERTISE AND DESIGNEES

- 1.1 **Reliance and Expertise:** OLEC enters into this Agreement in reliance upon Subrecipient's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Subrecipient agrees, warrants and represents that it possesses the necessary expertise and experience and that all persons involved in Subrecipient's performance of work under this Agreement are properly qualified, trained, competent and experienced, and possess the required licenses, permits, certifications, registrations and the like, necessary to lawfully provide and perform the services. OLEC shall not be required to hire, pay, or provide training or supervision for any assistants to Subrecipient, in order for Subrecipient to perform or enable it to perform the services required under this Agreement. Where applicable, such persons are appropriately medically monitored during the activities undertaken.
- 1.2 **Subrecipient's Designee:** Subrecipient shall coordinate all work with OLEC through Subrecipient's designee, who shall be known as the "Project Representative," who shall have the authority to represent Subrecipient in the performance of its duties and obligations under this Agreement. The initial Project Representative shall be the person named in Exhibit B, which Exhibit is attached hereto and hereby incorporated

by reference as if fully rewritten herein. Subrecipient may designate different Project Representatives throughout the term of this Agreement by providing written notification to the OLEC Project Monitor.

- 1.3 **OLEC's Designee:** OLEC shall coordinate all work with Subrecipient through the OLEC Executive Director or the Executive Director's designee, which designee shall be known as the "OLEC Project Monitor," both of which shall have the authority to evaluate Subrecipient's performance under this Agreement and make the necessary determinations, resolutions, consents, approvals, denials or other such actions as may be specified in this Agreement. Given OLEC's responsibilities under state and federal law with respect to the work performed and award moneys administered, OLEC shall be the sole judge as to the adequacy of the work and its conformity to the terms and conditions of this Agreement. Any questions or dispute regarding the duties and obligations of Subrecipient shall be resolved by the Executive Director or the OLEC Project Monitor. The initial OLEC Project Monitor shall be the person named in Exhibit B of this Agreement. The Executive Director may designate a different OLEC Project Monitor by written notification to the Project Representative.

ARTICLE II: SCOPE OF WORK, INCONSISTENCIES

- 2.1 **Scope of Work:** Subrecipient agrees to perform the work under this Agreement, as specifically set forth herein. By entering into this Agreement, Subrecipient certifies that the information contained in Exhibit A is current, accurate, and complete. In the event of inconsistencies or conflicts between Exhibit A, this Agreement or Exhibit B, Exhibit B shall govern.

ARTICLE III: TIME OF PERFORMANCE, AVAILABILITY OF MONEYS AND BIENNIUM LIMITATIONS

- 3.1 **Time of Performance:** This Agreement shall be effective and binding upon the parties on the date the last required signature is affixed to this Agreement, consistent with the provisions of this Agreement, ("effective date"). Performance of this Agreement shall commence on the effective date and conclude on or before the Project Closure Date identified in Exhibit B, subject to the paragraph 3.3, below.
- 3.2 **Availability of Award Moneys:** It is expressly understood and agreed by the parties that none of the duties and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Revised Code ("R.C.") including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary award moneys are available or encumbered and, when required, such expenditure of award moneys is approved by the Controlling Board of the State of Ohio, or until such time that OLEC provides Subrecipient with written notice that such award moneys have been made available to OLEC by OLEC's funding source. If OLEC should learn that award moneys are unavailable to meet its obligations set forth herein, OLEC shall use best efforts to promptly notify Subrecipient and this Agreement shall be deemed *void ab initio*.

- 3.3 **Biennium Limitations:** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the last day of the fiscal biennium for which funds have been appropriated to OLEC by the General Assembly for this Project. Unless terminated pursuant to this Agreement, this Agreement shall be automatically renewed in each succeeding fiscal biennium in which any balance of moneys payable by OLEC under this Agreement remain unpaid, provided that both an appropriation of unpaid funds and the certification required by R.C. 126.07 are made and provided further that the term of the payments shall not extend beyond the Project Closure Date, unless the parties agree in writing to payments beyond such date.
- 3.4 **OhioPays Registration Requirement:** Subrecipient shall register with the State of Ohio as a Supplier through the Ohio Shared Services OhioPays system and shall maintain an active OhioPays account for the duration of this Agreement. Subrecipient shall complete all steps required by Ohio Shared Services to obtain a valid State of Ohio Payee ("Supplier") ID, including submission of all required organizational and payment information. Subrecipient shall provide their Payee ID to the OLEC Project Monitor within thirty-five (35) days of receiving the executed agreement. No payment—whether advance, reimbursement, or final—shall be issued under this Agreement until Subrecipient has an active and verified OhioPays account. Failure to establish or maintain an active OhioPays account may constitute noncompliance with this Agreement and delay or prevent payment.

**ARTICLE IV: PAYMENTS, EXPENDITURES, INTEREST,
UNSPENT AWARD MONEYS**

- 4.1 **Award Moneys:** Pursuant to the terms and conditions of this Agreement, OLEC awards to Subrecipient a Subaward in an amount not to exceed the amount ("award moneys") set forth in Exhibit B, which amount shall constitute the sole and exclusive consideration offered or furnished by OLEC for the performance of duties and obligations by Subrecipient.
- 4.2 **Payment:** Payment of the award moneys shall be as set forth in Exhibit B.
- 4.3 **Working Capital Advance Payments:** Subject to the approval of the OLEC Project Monitor, an initial request for working capital advance payment may be submitted together with the formal acceptance of this Agreement and shall be limited to the minimum amount needed for the first ninety (90) days of the Project and timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of the Project. Subsequent requests shall be limited to payment for costs incurred and properly invoiced. If, at the time payment request is made, Subrecipient has a cash balance from the initial advance, the payment amount shall be reduced by the amount of the cash balance.

- 4.4 **Program Income:** Program income earned during the term of the Agreement shall be reported on the reports required under this Agreement and shall be deducted from the total costs eligible for reimbursement.
- 4.5 **Interest Accrual:**
- a. Subrecipient may deposit award moneys in interest bearing or non- interest-bearing accounts. Subrecipient shall document any interest accrued on award moneys on the reports required under this Agreement.
 - b. Any interest accrued on award moneys shall be administered pursuant to 2 CFR 200.305, in that Subrecipient shall promptly, but at least annually, remit to OLEC interest earned on advances. Subrecipient may keep interest amounts up to five hundred dollars (\$500.00) per calendar year for administrative expenses.
- 4.6 **Unspent Award Moneys:** Upon expiration or termination of this Agreement, the OLEC Project Monitor shall invoice Subrecipient for all unspent award moneys. Within thirty (30) days after the invoice date, Subrecipient shall return all unspent award moneys to OLEC pursuant to an official check, payable to Treasurer of the State of Ohio.
- 4.7 **Proper Payment Request:** A proper payment request shall contain: (a) Subrecipient's name and federal employer identification number (or other identification as appropriate); (b) address to where payment is to be sent; (c) Purchase Order number, which authorizes the purchase of services; (d) description of the services performed and total hours worked; and (e) signature of Subrecipient's Chief Fiscal Officer or equivalent person, certifying that upon a due diligence review and to the best of their knowledge and belief, the information contained in the payment request is correct, all expenditures support the work described, and the payment requested is valid, and the work performed consistent and compliant with this Agreement. Upon receipt and approval of a proper payment request by the OLEC Project Monitor, a voucher for payment shall be processed. Pursuant to Ohio Administrative Code ("Ohio Adm. Code") 126-3-01, a payment request is not proper if it contains a defect or impropriety. The OLEC Project Monitor shall notify Subrecipient of any defect or impropriety of a payment request.

ARTICLE V: SUSPENSION OR TERMINATION

- 5.1 **Suspension or Termination:** OLEC may, with or without cause, immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part and/or require total or partial refund of any award moneys provided under this Agreement, including interest which may have accrued on such moneys, by providing written notice to Subrecipient. OLEC may, in its discretion, provide Subrecipient a stated period in which to remedy any cause for suspension or termination which is within the control of Subrecipient. As

used herein, "cause" includes, but is not limited to, a determination by OLEC that there is an unavailability of funds from OLEC's funding source, whether an appropriation or otherwise; failure by Subrecipient to comply with or satisfactorily perform any duty or obligation required by this Agreement; Subrecipient has not shown or be able to show the ability to perform in a satisfactory manner, including but not limited to, failure to ensure reasonable completion of the Project within the stated Project timelines; Subrecipient has not complied with federal or state laws or regulations; the effective performance of this Agreement is substantially endangered; or any other stated cause.

- 5.2 **Cessation of Activities:** Subrecipient upon receipt of notice of suspension or termination, shall immediately cease work on the suspended or terminated activities, immediately suspend or terminate all subcontracts, if any, relating to the suspended or terminated activities, take all necessary and appropriate steps to limit expenditures, disbursements and minimize costs, and, if requested, within such time stated, furnish a written report, that identifies and details the work performed to that date, accomplishments, evaluations of work activities and such other matters as may be required by OLEC.
- 5.3 **Payment for Services Rendered:** Upon submission of a proper payment request, Subrecipient shall be paid for services rendered up to the date Subrecipient received notice of suspension or termination, less any payments previously made, provided Subrecipient has supported such payments with detailed factual data identifying services performed and hours worked. In the event of suspension or termination, any payments made by OLEC for which Subrecipient has not rendered services or cannot support such payment with the detailed factual data set forth above, shall be refunded to OLEC. Subrecipient agrees to waive any right to, and shall make no claim for, additional compensation against OLEC by reason of such suspension or termination.
- 5.4 **Work Products:** In the event this Agreement is terminated prior to its completion, Subrecipient, upon payment as specified herein, shall deliver to OLEC all work products and documents which have been prepared by Subrecipient while providing services under this Agreement. Unless prohibited by law, such materials shall become the property of OLEC to be used in such manner and for such purpose as OLEC may choose. Subrecipient may retain a copy of the materials as verification of the work performed. This paragraph is not intended to confer upon OLEC the ownership of proprietary instructional materials utilized in connection with training services provided by Subrecipient, or to supersede any rights or interests to any materials based on federal or state law (e.g., R.C. 3345.14 for state colleges and universities).
- 5.5 **Termination of Agreement by Subrecipient:** Subrecipient may terminate this Agreement upon receipt by the OLEC Project Monitor of thirty (30) days

prior written signed notice, whereupon termination shall be administered as if commence by OLEC.

- 5.6 **Mutual Termination:** Upon mutual written, signed consent of all parties, this Agreement may be terminated, in whole or in part, pursuant to the provisions of said mutual consent. Subrecipient shall submit a proper payment request which shall be reviewed pursuant to this Agreement.
- 5.7 **Legal and Equitable Remedies:** OLEC reserves the right to seek all other legal and equitable remedies.

ARTICLE VI: PERFORMANCE

- 6.1 **Independent Contractor:** Subrecipient and subcontractors, if any, and their respective agents, servants and employees, shall fulfill the terms of this Agreement as independent contractors and neither Subrecipient and subcontractors, if any, nor their respective agents, servants or employees, shall at any time, or for any purpose, be considered as agents, servants or employees of OLEC, and as such, are not public employees for the purposes of R.C. Chapter 145 based solely on being a party or participant to this Agreement.
- 6.2 **Subrecipient Responsibilities:** Subrecipient shall be responsible for the hiring of all its employees and support staff and shall furnish its own materials, tools, equipment, computers internet access, software, phone services, office space, and other such things necessary for satisfactory performance under this Agreement. Subrecipient shall be responsible for all Subrecipient's business expenses relating to this Agreement, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. As is used in this Agreement, the terms "tasks," "services" and "work" may be read interchangeably.
- 6.3 **OLEC Communication to Subrecipient:** OLEC may, from time to time, communicate specific instructions and requests to Subrecipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, unless a different period is specified in such notice, Subrecipient shall comply with such instructions and fulfill such requests to the OLEC Project Monitor's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement, and that the management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Subrecipient.

- 6.4 **Subcontract:** Subrecipient shall be responsible for ensuring the performance of and/or compliance with its duties and obligations arising under this Agreement, including any repayment obligation. Unless subcontracting is authorized in Exhibit A, Subrecipient shall not subcontract duties and obligations under this Agreement without the prior written signed consent of the OLEC Program Monitor. Subrecipient shall make all subcontracts subject in all respects to the terms and conditions of this Agreement and the work and activities to be performed by subcontractors shall not exceed or vary from the Project without the prior consent of the OLEC Project Monitor. As used in this Agreement, subcontracting shall include, but not be limited to, lower tier covered transactions and contracting with consultants. Subrecipient shall not agree to any provision which seeks to bind OLEC to terms inconsistent with, or at variance from, this Agreement.
- 6.5 **Provisions Inure to Benefit of Parties:** All provisions of this Agreement shall inure to the benefit of and be binding upon, the parties hereto and their respective agents, successors, and assigns; provided neither party may assign any of its respective duties and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, if any, shall operate to release Subrecipient from its liability for the performance of its duties and obligations under this Agreement. No party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent. Any assignment, delegation, or transfer not consented to may, at the sole discretion of OLEC, be deemed void.

ARTICLE VII: LIABILITY

- 7.1 **Liability:**
- a. Each party shall be responsible for all claims for injury or damages arising from this Agreement which are attributable to its own actions or omissions or those of its trustees, officers, agents, employees, suppliers, third parties utilized by Subrecipient, subcontractors, or joint venturers, while acting under this Agreement, as determined by a court of competent jurisdiction. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
 - b. It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, as determined by a court of competent jurisdiction. Each party to this Agreement shall seek its own legal counsel and bear its own cost, including judgments, in any litigation that may arise from the performance of this Agreement.

- c. Notwithstanding any other term or condition in this Agreement, OLEC's liability to Subrecipient for damages, whether in contract or in tort, shall not exceed the total amount of award moneys earned to date under this Agreement or the amount of direct damages incurred by Subrecipient, whichever is less. Subrecipient's sole and exclusive remedies for OLEC's, an OLEC employee's, or the State's failure to perform under this Agreement shall be as set forth in this paragraph. In no event shall OLEC, any OLEC employee, or the State be liable to Subrecipient for any indirect or consequential incidental, special or punitive damages, including, but not limited to, loss of profits, even if the State, OLEC, or OLEC employees had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Subrecipient shall be liable for any personal injury or damage to real property or tangible personal property, caused by its or its agents, successors or assign's fault or negligence. OLEC is hereby released from all liability for injury received by Subrecipient, its agents, successor's or assigns while performing tasks, duties and obligations set forth in this Agreement.
- d. If required by this Agreement and communicated to Subrecipient by the OLEC Project Monitor, Subrecipient shall purchase and maintain adequate and appropriate liability insurance.

ARTICLE VIII: RECORDS, AUDITS

- 8.1 **Time Accounting Codes:** If required by the OLEC Project Monitor, Subrecipient shall develop and utilize approved, unique time accounting codes for personnel coding time under this Agreement that shall be separate and distinct from time accounting codes used by personnel for other sources of income or revenues and that identify the award moneys being used to support the coded activity.
- 8.2 **Supporting Records:** Subrecipient shall be responsible for the receipt and the expenditure of award moneys and for maintaining adequate supporting records and documentation for award moneys received and expenditures made, consistent with generally accepted accounting practices. Support records and documentation, which shall include agreements, contracts, invoices, vouchers, personnel time accounting records, purchase receipts and other data as appropriate, shall provide:
 - a. Accurate, current, and complete accounting of all financial transactions for services performed or entered into under this Agreement,
 - b. Identification of the source and expenditure of award moneys,
 - c. A comparison of actual costs versus budgeted costs,

- d. Control and accountability for all award moneys, property and other assets and written assurance that award moneys are used solely for the authorized purpose and are allowable, allocable, and reasonable costs,
- e. Procedures for determining allowable, allocable, and reasonable costs, and
- f. A systematic method to resolve audit findings and recommendations.

8.3 Record Retention: In a manner not less stringent than 2 CFR Parts 200 and 1500, Subrecipient shall keep full and complete documentation of all fiscal accounting, and any other record or document required by this Agreement on file for three (3) years after the Project Closure Date. If any litigation, claim, or audit is instituted before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All fiscal accounting and other records or documents required by this Agreement shall be maintained in a manner allowing such documentation to be readily accessed.

8.4 Access to Records: During the term of this Agreement and until three (3) years after the Project Closure Date or as extended pursuant to paragraph 8.3 above, Subrecipient shall provide OLEC, the State of Ohio and federal authorities, their duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with timely and reasonable access to and the right to examine and copy, or if requested, shall submit to OLEC within two (2) weeks following such written request, any books, documents, papers and records of Subrecipient involving transactions or other activities related to this Agreement.

8.5 Audit:

- a. Subrecipient shall comply with the audit requirements of 2 CFR 200 Subpart F, and by June 15 of each year inform the OLEC Project Monitor in writing if such audit is required and provide to the OLEC Project Monitor, within the time instructed, all documents or information requested.
- b. Notwithstanding the above paragraph, OLEC and the State of Ohio, or their duly authorized representatives shall have the right to audit Subrecipient's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.
- c. Subrecipient shall resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by the OLEC, and follow up on such findings as directed.

ARTICLE IX: COMMUNICATIONS, PUBLICATIONS AND DATA

- 9.1 **Communications:** Except as provided elsewhere in this Agreement or as may be authorized or required by the OLEC Project Monitor, all notifications, requests, submittals, consents, payment requests or other communications to the Project Representative or OLEC Project Monitor shall be by electronic communications compatible with that used by OLEC. All such communications shall be effective upon the date of receipt by the addressed person
- 9.2 **Publications, Documents, Software, and the Like:**
- a. Subrecipient shall allow OLEC access at a reasonable time and place within the State of Ohio to all documents, information, photographs, software and other materials or property prepared, developed, created, or discovered by Subrecipient under or related to this Agreement, wherein award moneys were expended in whole or in part, for the purposes of examination and copying.
 - b. Subrecipient shall, at the request of the OLEC Project Monitor, provide the number of copies requested of any documents, information, photographs, software and other materials and property prepared, developed, created, or discovered by Subrecipient under or related to this Agreement, wherein award moneys were expended in whole or in part.
 - c. As to the documents, information, photographs, software and other materials and property described in paragraphs a and b above, OLEC shall have unrestricted authority to reproduce, distribute and use in whole or in part, the same unless otherwise expressly prohibited by law (e.g., R.C. 3345.14 for state colleges and universities). No such documents information, photographs, software and other materials and property shall be subject to copyright by Subrecipient in the United States or any other country.
 - d. OLEC and U.S. EPA reserve a royalty-free, nonexclusive, and irrevocable license and unrestricted right to reproduce, document, publish, disclose, or otherwise use, and authorize others to use, in whole or in part, for state and federal purposes, the copyright in any work developed under this Agreement and any right of copyright to which Subrecipient purchased ownership with award monies.
 - e. All products or publications published under this Agreement, wherein funded in whole or in part by award moneys (including, but not necessarily limited to, fact sheets, brochures, newsletters, newspaper articles and/or advertisements, signs, watershed management plans, quality assurance project plans, home sewage treatment system plans, design reports,

project reports, etc.) shall provide acknowledgment to OLEC and U.S. EPA, as set forth below, to which Subrecipient may add acknowledgement of funding or in-kind support from its partners and members:

This [choose appropriate project, product, or publication] was financed in whole or in part through a subaward from the Ohio Lake Erie Commission, with moneys provided from a United States Environmental Protection Agency grant. The contents and views, including any opinions, findings, conclusions, or recommendations, contained in this project, product or publication are those of the authors and have not been subject to any Ohio Lake Erie Commission or United States Environmental Protection Agency peer or administrative review and may not necessarily reflect the views of the Ohio Lake Erie Commission or United States Environmental Protection Agency. and no official endorsement should be inferred.

- f. Public announcements, regardless of media used, for workshops, conferences, demonstration days or other outreach events, wherein funded in whole or in part by award monies, shall contain a statement that the workshop, conference, demonstration, or other outreach event has been funded through a subaward from the Ohio Lake Erie Commission, with moneys provided from a United States Environmental Protection Agency grant.

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

ARTICLE X: DEBARMENT

10.1 **Federal Debarment:**

- a. By entering into this Agreement, Subrecipient hereby certifies, affirmatively represents and warrants to OLEC that Subrecipient and its principals are not excluded or disqualified from entering into covered transactions under 2 CFR Part 180, as implemented and supplemented by 2 CFR Part 1532, and should this certification, representation and warranty be deemed to be false, this Agreement shall be *void ab initio* and any award moneys paid pursuant to this Agreement shall be

immediately repaid to OLEC or an action may be immediately commenced by the State of Ohio or United States Government for recovery of said money.

- b. Subrecipient shall comply with 2 CFR Part 180 Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons, as implemented and supplemented by 2 CFR Part 1532. Subrecipient shall be responsible for ensuring that any lower tier covered transaction, as described in 2 CFR Part 180 Subpart B, Covered Transactions, includes a term or condition requiring compliance with Subpart C. Subrecipient shall be responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay of payments, the suspension or termination of this Agreement, or pursuance of legal remedies including but not limited to suspension or debarment.
- c. Subrecipient when entering into a covered transaction with another person at the next lower tier, shall verify, pursuant to 2 CFR 180.300, that said person is not excluded or disqualified.

- 10.2 **State Debarment:** Subrecipient represents and warrants that it is not debarred from consideration for contracts or awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or 125.25. If this representation and warranty is found to be false, this Agreement is *void ab initio* and Subrecipient shall immediately repay to OLEC any award moneys paid under this Agreement and an action may be immediately commenced for recovery of such moneys.

ARTICLE XI: Federal Related Terms and Conditions

- 11.1 **Federal General Terms and Conditions:** Subrecipient shall comply with the most recent applicable U.S. EPA General Terms and Conditions found at <https://www.epa.gov/grants/grant-terms-and-conditions#general>. In determining compliance and applicability, Subrecipient shall be substituted for the term "recipient" and Ohio EPA for "EPA" where the sense requires. Any questions of applicability and compliance shall be determined by the OLEC Project Monitor.
- 11.2 **Cybersecurity Condition:** Subrecipient, when collecting and managing environmental data under this Agreement, shall protect the data by following all applicable Ohio and federal cybersecurity law, rules, regulations, and requirements. Subrecipient shall ensure that any connections between Subrecipient's network or information system and the State or U.S. EPA networks used by Subrecipient to transfer data under this Agreement are

secure. For purposes of this paragraph, a connection is defined as a dedicated persistent interface between the State or U.S. EPA 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 Subrecipient's connections, as defined above do not go through the Environmental Information Exchange Network or U.S. EPA's Central Data Exchange, Subrecipient shall contact the U.S. EPA Project Officer and work with the Regional/Headquarters Information Security Officer to ensure that the connections meet U.S. EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by Subrecipient into systems operated and used by U.S. EPA's regulatory programs for the submission of reporting and/or compliance data.

Any subcontracts or subawards made under this Agreement shall require compliance with the requirements of this cybersecurity condition if said network or information system is connected to State or U.S. EPA networks to transfer data using systems other than the Environmental Information Exchange Network or U.S. EPA's Central Data Exchange. Subrecipient shall be compliant with this condition: by including this requirement in subcontracts and subawards and during monitoring deemed necessary by the OLEC Project Monitor under 2 CFR 200.332(d), by inquiring whether the subcontractor has contacted the U.S. EPA Project Officer. Subrecipient shall inform the OLEC Project Monitor within five (5) days of contacting the U.S. EPA Project Officer.

- 11.3 **Signage:** Subrecipient shall place a sign at each on-the-ground protection or restoration projects supported under this Agreement. The sign shall display the U.S. EPA, and OLEC logos, in a manner that informs the public that the project is funded through a subaward from the Ohio Lake Erie Commission, with moneys provided from a United States Environmental Protection Agency grant. The signs shall be placed in a visible location that can be directly linked to the work taking place and shall be maintained in good condition throughout the project period and for a reasonable time, thereafter, as determined by the OLEC Project Monitor. Reasonable signage costs are considered an allowable cost.
- 11.4 **Public or Media Events:** Subrecipient shall notify the OLEC Project Monitor of public or media events or news releases publicizing the accomplishment of significant events related to this Agreement and provide the opportunity for attendance and participation or a statement by federal and state representatives, with at least twenty (20) working days' advanced notice.
- 11.5 **Health, Lab and Field Activities:** Health, lab and field activities conducted under this Agreement shall be in accordance and compliance with all applicable laws, rules, regulations and guidelines.

- 11.6 **Best Management Practices:** Subrecipient shall properly operate and maintain any best management practices ("BMPs") implemented through this award in accordance with design standards and specifications. When designing, implementing, and/or maintaining the Project, Subrecipient shall consider the potential impacts of increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy on the planned Project; and to the maximum extent feasible, incorporate resilience to such potential impacts into the Project's design, implementation, and operation.

Within ninety (90) days after the effective date of this Agreement, Subrecipient shall provide the OLEC Project Monitor with documentation of the anticipated useful life period, in terms of years, of the BMPs, and assurances that the BMPs will be properly operated and maintained through the useful life period. Failure to provide the above BMP documentation within the prescribed period may result in delayed processing of payment requests. BMP installation costs incurred prior to submittal of the above documentation may be ineligible, within the sole discretion of the OLEC Project Monitor for reimbursement under this Agreement.

- 11.7 **Disposition of Waste:** Disposal of all wastes shall be in accordance with state and federal regulations and rules and is the responsibility of Subrecipient.

- 11.8 **Timely Fiscal Expenditures:** Subrecipient shall ensure that award monies are expended timely, commensurate to the progression of Project. To ensure compliance with unliquidated obligations policies, Subrecipient shall notify the OLEC Project Monitor of potential drawdown delays that exceed one hundred eighty (180) days.

- 11.9 **Geospatial Data:** All geospatial data created shall be consistent with Federal Geographic Data Committee 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 OLEC Project Monitor in digital format as follows: (a) original electronic copy on CD or email Attachments. Macintosh, Windows, and 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 "PDF" version.

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.

- 11.10 **Competency of Organizations Generating Environmental Measurement Data:** In accordance with U.S. EPA Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under U.S. EPA -Funded Assistance Agreements, Subrecipient agrees, by entering into this Agreement, that it has demonstrated competency prior to award, or alternatively, were a pre-award demonstration of competency is not practicable, Subrecipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Subrecipient shall maintain competency for the duration of the project period of this Agreement and this shall 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>.
- 11.12 **National Historic Preservation Act:** Subrecipient shall comply with the National Historic Preservation Act.

ARTICLE XII: AGREEMENT

- 12.1 **Agreement:** This Agreement contains the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter herein. Except as otherwise specified in this Agreement, this Agreement may not be modified, amended, or supplemented, or rights herein waived, except upon written, signed consent by the parties, provided that any such modification, amendment, supplementation or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon OLEC's authority to enter into agreements. The provisions of this Agreement are severable and independent, and if any provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable. 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.
- 12.2 **Headings:** Headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 12.3 **Controlling Law/Jurisdiction:** 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. Subrecipient hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

- 12.4 **Current Version and Incorporation by Reference:** Where this Agreement references or cites to a state or federal law, statute, rule, or regulation, or for documents that are attached hereto, and where compliance is to be achieved with the referenced, cited or attached law, statute, rule, regulation or attached document, such law, statute, rule, or regulation is hereby incorporated by reference as if fully rewritten herein as it exists at the effective date of this Agreement and as such law, statute, rule, regulation, or document, may from time to time be amended or modified during the term of this Agreement.

ARTICLE XIII: STATE OF OHIO EXECUTIVE ORDERS

13.1 **State of Ohio Executive Orders:**

- a. To the extent this Agreement involves the purchase of clothing, Subrecipient is prohibited from purchasing or arranging for clothing from any supplier that is in noncompliance with applicable laws, including but not limited to laws establishing standards for wages, occupational safety, and work hours. Subrecipient hereby represents and warrants that it is not using any sweatshop, as described by State of Ohio Executive Order No. 2008-21S, in the production of clothing supplied under this Agreement.
- b. Pursuant to State of Ohio Executive Order Nos. 2008-12S and 2008-13S, Subrecipient shall make a good faith effort to purchase from Ohio companies and from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors the goods and services acquired under this Agreement.
- c. Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
- d. Subrecipient also affirms, understands, and agrees to disclose the principal location of business for the Subrecipient and subcontractors who are supplying services and immediately notify the OLEC Project Monitor of any change or shift in the location(s) of services performed by Subrecipient or its subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that are outside of the United States.

- e. If Subrecipient or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase or investments shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services, purchases, or investments.
- i. If Subrecipient or its subcontractors perform any such services, purchases, or investments, Subrecipient shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Subrecipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Subrecipient performing services outside the U.S or purchases of services from or investments in Russian institutions and companies.
- ii. The State, in its sole discretion, may provide written notice to Subrecipient of a breach and permit Subrecipient to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Subrecipient any costs associated with acquiring those substitute services.
- iii. Notwithstanding the State permitting a period of time to cure the breach or Subrecipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Subrecipient performed outside the United States.

ARTICLE XIV: PROHIBITIONS / COMPLIANCE

- 14.1 **Contracts to Perform Substantially Identical Work:** Subrecipient warrants that it has not entered into, nor shall it enter into, other contracts or agreements without prior written approval of the OLEC Project Monitor to perform substantially identical work for the State such that the product contemplated hereunder duplicates the work called for by the other contracts or agreements.
- 14.2 **Nondiscrimination:** Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient

shall post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. 41 CFR 60-1.4(b).

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

14.4 Smoke Free and Drug-free Workplaces: Subrecipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

14.5 Statutory Conflicts and Contributions:

- a. None of the rights, duties, and obligations herein shall be binding on either party if this Agreement would be or conflicts with, R.C. 3517.13, R.C. 127.16, or R.C. Chapter 102.
- b. Pursuant to its standard operating procedures and a due diligence inquiry, Subrecipient hereby certifies, to the best of its knowledge, that Subrecipient, its partners, officers, directors, shareholders, or spouses of any such person have not made contributions in excess of the limitations specified in R.C. 3517.13.
- c. Subrecipient shall not use any award monies to solicit donations or memberships to Subrecipient's organization. Use of or reference to, this Agreement, or the existence thereof, by Subrecipient to promote the business of Subrecipient is prohibited, unless otherwise consented to in writing by the OLEC Project Monitor.
- d. In the performance of this Agreement, neither Subrecipient nor its personnel shall, prior to the completion of the duties and obligations of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of duties and obligations with respect to this Agreement.
- e. Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest in contravention of this paragraph shall immediately disclose said interest to the OLEC Project Monitor in writing. Thereafter, said person shall not participate in any action affecting the work under this Agreement, unless the OLEC Project Monitor determines that, in light of the personal interest disclosed, participation in any such action would not be contrary to public interest.

- f. Subrecipient certifies, represents, and warrants that Subrecipient and those employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Subrecipient further certifies, represents, and warrants that in the performance of this Agreement, Subrecipient shall at all relevant times comply with R.C. 102.04, and ensure that Subrecipient's employees comply with said Statute.
- g. In the performance of this Agreement, any of the persons enumerated in the above paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the OLEC Project Monitor in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

14.6 **Lobbying:** Subrecipient shall not use any award moneys to support any political campaign for elective office, support attempts to lobby legislation before a legislative body or administrative agency, engage in lobbying of the federal, state, or local government or in litigation against the State of Ohio or United States unless authorized by law. Subrecipient shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying, and the Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352).

14.7 **R.C. 9.24:** Subrecipient represents and warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is deemed to be false, this Agreement shall be *void ab initio* and Subrecipient shall immediately repay to the State any award moneys paid under this Agreement.

14.8 **Compliance Assistance:** In the performance of the duties and obligations under this Agreement, Subrecipient shall comply with and/or assist OLEC in compliance with, all applicable federal, state, local laws, regulations (rules, ordinances), assurances, circulars, and orders whether or not specifically set forth or referenced in this Agreement, or as may be applicable to work performed under this Agreement.

ARTICLE XV: COMPLIANCE WITH APPENDIX II TO 2 CFR 200

15.1 As applicable, in addition to other provisions required by U.S. EPA or OLEC, all subcontracts made by Subrecipient which involve the expenditure of award moneys shall contain provisions covering the following:

- a. Subcontracts for more than the simplified acquisition threshold shall address administrative, contractual, or legal remedies in instances where subcontractors violate or breach subcontract terms and provide for such sanctions and penalties as appropriate.

- b. Subcontracts in excess of \$10,000 shall address termination for cause and for convenience by Subrecipient, including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Subrecipient shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, subcontractors shall be required to pay wages not less than once a week. Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a subcontract shall be conditioned upon the acceptance of the wage determination. Subrecipient shall report all suspected or reported violations to the OLEC Project Monitor. Subcontracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Subrecipient shall report all suspected or reported violations to the OLEC Project Monitor.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all subcontracts awarded by Subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must

include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f. Rights to Inventions Made Under a Contract or Agreement. If the subaward meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Subrecipient wishes to enter into a subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the subcontractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by U.S. EPA and OLEC.
- g. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Subcontracts in an amount in excess of \$150,000 must contain a provision that requires the subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Region 5, U.S. EPA.
- h. Debarment and Suspension (Executive Orders 12549 and 12689). A subcontract award (see 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 13520). Subcontractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Subrecipient shall comply with 40 CFR Part 34, New Restrictions on Lobbying.
- j. 2 CFR 200.323 (Procurement of recovered materials).
- k. 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance equipment or services).
- l. 2 CFR 200.322 (Domestic preferences for procurements)

ARTICLE XVI: QUALITY ASSURANCE SYSTEM

- 16.1 **Scope:** Quality assurance 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 Project that contain environmental data operations.

Subcontracts shall include appropriate quality requirements. Subrecipient is accountable for all work performed on the Project, including any portion of the work subcontracted.

- 16.2 **Quality Document Requirements:** If implementing environmental programs, Subrecipient shall submit an approvable Quality Assurance Project Plan ("QAPP") at least ninety (90) days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, Subrecipient shall develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A 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 shall be prepared in accordance with (IAW) EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

Subrecipient shall ensure that no environmental data collection, production, or use occurs without QAPP approval by the OLEC Project Monitor, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, Subrecipient shall modify the QAPP and submit the revision to the OLEC Project Monitor for approval. Only after approval shall the modification be implemented.

Subrecipient shall submit previously approved QAPPs proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s). The OLEC Project Monitor shall notify Subrecipient in writing if the previously approved QAPP is acceptable for this Agreement.

When Subrecipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the OLEC Project Monitor may allow Subrecipient to review and approve that organization's QAPP. Subrecipient shall provide the approved QAPP to the OLEC Project Monitor.

Subrecipient with an approved Quality Management Plan ("QMP") shall continue to implement and adhere to the approved QMP. Subrecipient shall provide project-level quality documentation to the OLEC Project Monitor prior to the initiation of relevant work activities.

ARTICLE XVII: MISCELLANEOUS CONDITIONS

- 17.1 **False Claims:** Subrecipient shall promptly refer to U.S. EPA's Inspector General and/or the Ohio Inspector General any credible evidence that any person has submitted a false claim under the False Claims Act or committed any other civil or criminal violation of law involving award moneys.
- 17.2 **Procurement:** Subrecipient shall employ its own procurement procedures, provided said procedures comply with applicable federal and state law and regulations or rules.
- 17.3 **Mailing Lists:** If requested, Subrecipient shall include the OLEC Project Monitor on all or specifically requested mailing lists.
- 17.4 **Significant Developments** Subrecipient shall notify the OLEC Project Monitor as soon as possible when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including

outputs/outcomes specified in the work plan. If the significant developments negatively impact the award, Subrecipient shall include information on their plan for corrective action and any assistance needed to resolve the situation.

17.5 Interchangeable Terms: As used in this Agreement the following terms may be read interchangeably if the sense requires:

- a. "Subaward," "subcontract," or "subcontractor," and
- b. "OLEC," "Executive Director," and "OLEC Project Monitor."

17.6 Survival Clause: The following conditions and any other provisions of this Agreement which by their nature should survive expiration or earlier termination of this Agreement shall remain in full force and effect after the expiration or earlier termination of this Agreement and shall remain binding on Subrecipient and any successors or assigns:

- a. Condition No. 8.3 "Record Retention,"
- b. Condition No. 8.4 "Access to Records,"
- c. Condition No. 8.5 "Audit,"
- d. Condition No. 7.1 "Liability," and
- e. Condition No. 11.6 "Best Management Practices."

By signing below, Subrecipient assures and certifies that the specific information detailed in this Agreement is current, accurate and complete, and that Subrecipient has the legal authority to apply for State and Federal assistance, and the institutional, managerial and financial capability to ensure proper administration of this Agreement and proper planning, management and completion of the project described in this Agreement.

By signing below, Subrecipient further assures and certifies that Subrecipient and its principals, to the best of its knowledge and belief:

- a.. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving any state or federal awards, grants, contracts or the like,
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public {federal, state, or local} transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement ,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

- c.. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph b, and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

By signing below, Subrecipient further assures and certifies that Subrecipient had the opportunity to discuss this matter with and obtain advice from legal counsel of it choosing, has carefully read and fully understands the provisions of this Agreement, understands that this Agreement is generic to OLEC federal grant subawards, and as such, certain clauses may not be applicable to certain situations, and has knowingly and voluntarily entered into this Agreement.

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


Subrecipient's Signature

7-9-2026
Date


Print Name


Print Title


Joy Mulinex, Executive Director, OLEC
for John Logue, Chair, OLEC

7/10/26
Date

EXHIBIT A – APPROVED PROJECT & BUDGET NARRATIVE

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Appendices and Attachments (any supplemental material about the project)

(Maps, letters of support/commitment from partners etc.).

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EXHIBIT B – SPECIAL CONDITIONS

Agreement Coordination

The Subrecipient's Project Representative is:

Caitlin Stillisano
Lake County SWCD
105 Main Street, Suite B301
Painesville, OH 44077
440-350-2049

The OLEC Project Monitor is:

Sandra Kosek-Sills PhD
Ohio Lake Erie Commission
Sandra.Kosek-Sills@lakeerie.ohio.gov
419.357.2775 (cell)

Scope of Work

Subrecipient agrees to complete the Project in accordance with the Approved Project & Budget Narrative entitled Lake County IVC on Restoration Sites as set forth in Exhibit A. Further, the work items shall be completed as provided by the "Project Timeline" set forth in the Approved Grant Proposal. The Project Start Date is June 1, 2026. The Project Closure Date is 12/31/2028.

Special Conditions

- 1.) Award moneys shall be used by Subrecipient only for activities described in the Approved Grant Proposal, as set forth in Exhibit A.
- 2.) Except as allowed by the special conditions on Compensation set forth in this Exhibit, the Approved Grant Proposal shall be modified pursuant to paragraph 12.1 of this Agreement.
- 3.) Subrecipient shall submit to the OLEC Project Monitor one (1) copy of any publication produced by the Subrecipient that results from work funded, in whole or in part, through this Agreement. Subrecipient shall also submit an electronic version of these publications, including the final report, in a Portable Document Format (PDF).

Semiannual Interim Reports

- 4.) Subrecipient shall submit to the OLEC Project Monitor Semiannual Interim Reports. Starting with the first full reporting period after the effective date of this

Agreement, Subrecipient shall submit such reports electronically by April 1 but no later than April 15 and by October 1 but no later than October 15 of each year, through the term of this Agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. The 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 Project is being carried out as specified in Exhibit A.

- 5.) Semiannual Interim Reports shall be submitted on the form provided by OLEC, available from OLEC or its website.
- 6.) Semiannual Interim Reports may be accompanied by a proper payment request for expenditures in the reporting period.

Final Report

- 7.) The Final Report for the Project shall be submitted to the OLEC Project Monitor by the close of business on 12/31/2028, unless Subrecipient submits a request for a time extension at least thirty (30) days prior to such date and the OLEC Project Monitor approves such request.
- 8.) Subrecipient will prepare the Final Report based on the instructions provided by OLEC, available from OLEC or its website.

Compensation

Pursuant to the terms and conditions of this Agreement, OLEC awards to Subrecipient a Grant in an amount not to exceed \$73440 ("award moneys"), which amount shall constitute the sole and exclusive consideration offered or furnished by OLEC for the performance of duties and obligations by Subrecipient.

In consideration of the satisfactory performance by Subrecipient of the work as specified in this Agreement, OLEC agrees to compensate Subrecipient, pursuant to the terms and conditions of this Agreement, as follows:

The amount of award moneys to be paid to Subrecipient after the OLEC Project Monitor has received and approved the **Final Report and Final Proper Payment Request**, submitted in accordance with Exhibit B, shall not exceed \$73440 less any working capital advance payments made pursuant to paragraph 4.3 of this Agreement.

Specific conditions on Compensation

- (a) Revision of budget and program plans shall be administered consistent with 2 FR 200.308, with the OLEC Project Monitor acting in place of the "Federal awarding

agencies." A copy of 2 CFR 200.308 is attached hereto and incorporated by reference as if fully rewritten herein.

- (b) All award moneys received, and expenditures made under this Agreement shall be accounted for separately from other revenues received and expenditures made by Subrecipient and shall not be commingled with other funds. Records shall be kept consistent with generally accepted accounting practices and State of Ohio directives.
- (c) The OLEC Project Monitor shall determine whether costs are eligible for reimbursement. Costs to be eligible for reimbursement must be allowable, allocable, and reasonable, and compliant with this Agreement, the Uniform Administrative Requirements (2 CFR 200 and 1500); and Cost Principles (2 CFR 200 Subpart E). Subrecipient shall not be reimbursed for travel, lodging or any other expenditure of award moneys incurred in the performance of this Agreement, unless such expenditure is an allowable, allocable, and reasonable cost, compliant with 2 CFR Parts 200 and 1500 et seq., and, as determined by the OLEC Project Monitor, is pursuant to and consistent with this Agreement. Cost incurred in the preparation of the Grant application and any revisions or modifications thereof are not allowable, allocable, or reasonable costs.
- (d) Subrecipient may, at its own risk, incur allowable, allocable, and reasonable costs prior to the effective date of this Agreement, but after the Project Start Date, provided such costs are pursuant to and consistent with, this Agreement. Prior to the effective date of this Agreement, no prior approvals by the OLEC Project Monitor shall be given. As used herein, Project Start Date means the date specified in the Award Summary. Work performed before the Project Start Date shall not be reimbursed or provided with financial assistance.