

Lake County Soil & Water
Conservation District

BID SET

Marsh Creek Dam Removal

October 8, 2026

**Prepared under the supervision of
Caitlin Stillisano, Watershed
Coordinator, Lake County Soil &
Water Conservation District**

Date October 8, 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 St. Painesville, OH, 44077 in the Headwaters Conference Room on the 3rd floor of the Nolan Building (Building B) on November 13, 2026, and will be opened and read at 12:00 PM. for the following Project:

MARSH CREEK DAM REMOVAL

Mandatory Pre-Bid Meeting on November 3, 2026

RSVP to cstillisano@lakecountyohio.gov for details

Bids must be in accordance with specifications advertised on the Lake SWCD websites: <https://www.lakecountyohio.gov/swcd/> and <https://lakeconservation.org/> or RFP's 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:

October 9, 2026

October 16, 2026

October 23, 2026

Lake County Soil & Water Conservation District

Marsh Creek Dam Removal

REQUEST FOR PROPOSALS

October 8, 2026



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SECTION A: SERVICES AND PROJECT COSTS

The Lake County Soil & Water Conservation District (Lake SWCD or District) is seeking a Design-Build Contractor Team (Contractor) to complete design and construction of a restoration project on Marsh Creek located in the City of Mentor (Project). This design-build project is funded under the H2Ohio grant program administered by the Ohio Department of Natural Resources (ODNR). The contract will include assistance to Lake SWCD and coordination with its project partner, the Lake County Department of Utilities (LCDU).

The Contractor shall furnish all necessary drawings, plans, labor, equipment, and construction oversight services to complete the Project. The total maximum cost/price for performance under this contract is \$195,000. This maximum amount of \$195,000 shall not be exceeded under any circumstances unless written authorization is obtained from Lake SWCD. 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 will be responsible for securing all necessary local, state, and federal permits for the Project. This includes all required surveying and data collection to prepare and submit permit applications and payment of all required fees to obtain permit or agency authorizations to proceed. No work shall commence until all necessary permits are secured.

Candidates may provide discussion and comment on alternative approaches to achieve the restoration objectives identified for the site and propose alternate and/or complimentary tasks to complete the project goals more economically. Please contact Caitlin Stillisano, Lake SWCD Watershed Coordinator at cstillisano@lakecountyohio.gov with questions.

SECTION B: PROJECT OVERVIEW

Background

Marsh Creek is a major tributary within the Mentor Marsh watershed and flows through the City of Mentor before entering Mentor Marsh and ultimately Lake Erie. The Marsh Creek watershed encompasses approximately 8,859 acres and is the largest subwatershed of the Mentor Marsh watershed. Mentor Marsh is one of the largest remaining natural marshes along the Lake Erie shoreline and is recognized as a State Nature Preserve and National Natural Landmark.

The project will remove the remainder of the dam on Marsh Creek west of Barbara Drive in Mentor, Ohio. The dam, which was constructed to protect and support a sanitary sewer line crossing the creek, failed sometime during the summer of 2022. The failure of the approximately 8-foot structure drained the 1-acre dam pool and released accumulated sediment downstream, leaving an incised and unstable stream channel with interrupted morphological development, low stability, unstable deposited sediment, and exposed and eroding soil along both banks. The failed dam also left the sanitary sewer pipe exposed and suspended over the creek.

The Lake County Department of Utilities (LCDU) will address the sewer infrastructure separately by installing a pump station near the Barbara Drive cul-de-sac and a new force main to redirect sanitary sewer flows to the east. This will eliminate the need for the existing sewer crossing within the dam

and allow the remaining dam and associated sewer infrastructure to be completely removed. LCDU will fund and oversee the pump station installation, while Lake SWCD will oversee the dam and sewer infrastructure removal and associated stream restoration work

Project Description

The Marsh Creek Dam Removal Project will remove the remaining portions of the failed dam and associated sanitary sewer infrastructure on Marsh Creek west of Barbara Drive in Mentor, Ohio. Phase 1 of the project will focus on engineering, permitting, and construction necessary to remove the dam remnants and exposed sanitary sewer infrastructure. The project will also include design and permitting for future restoration of approximately 750 linear feet of Marsh Creek channel affected by the former dam.

Key components of Phase 1 include:

- Engineering and design for removal of the remaining dam and associated sanitary sewer infrastructure
- Engineering and design of future restoration of approximately 750 linear feet of Marsh Creek channel
- Obtaining all necessary federal, state, and local permits for dam removal and future stream restoration
- Removal of the remaining dam infrastructure and associated sanitary sewer infrastructure from Marsh Creek
- Stabilization of stream banks and other areas disturbed by dam and sewer removal
- Development of construction plans for the future restoration of the stream channel
- Coordination with the Lake County Department of Utilities (LCDU) to coordinate project construction with the installation of the new sanitary sewer pump station

Project Partners

The Lake County Soil & Water Conservation District (Lake SWCD) is partnering with the Lake County Department of Utilities (LCDU) and private landowners to complete the project. Lake SWCD will manage the H2Ohio-funded dam removal project, including contractor procurement, engineering and design, permitting, construction oversight, and project management. LCDU will fund and oversee installation of a new pump station and force main that will redirect sanitary sewer flows to the east and eliminate the need for the existing sewer infrastructure within the dam. The timing of dam and sewer removal will be coordinated with LCDU's pump station installation to facilitate project implementation.

Project Goals

- Remove the failed dam and associated infrastructure
 - Remove the remaining dam structure and suspended sanitary sewer infrastructure from the stream channel.
 - Eliminate the hydraulic constriction created by the remaining dam remnants.
- Prepare for future stream restoration
 - Complete engineering and design for restoration of approximately 750 linear feet of Marsh Creek channel.

- Obtain necessary permits for both dam removal and future stream channel restoration.
- Develop a restoration design that supports natural sediment transport, channel adjustment, and long-term stream stability.
- Stabilize areas disturbed by dam removal
 - Address exposed and eroding soils and disturbed stream banks resulting from construction.
 - Incorporate appropriate erosion control and bank stabilization measures into the dam removal design.
- Improve aquatic habitat and fish passage
 - Remove the remaining dam infrastructure that restricts natural stream processes and fish passage.
 - Establish the conditions necessary for future restoration of the stream channel.
- Reduce nonpoint source pollution
 - Address sedimentation and siltation associated with the unstable channel and legacy dam infrastructure.
 - Reduce sources of sediment associated with exposed and eroding soils within the project area.

Phase 1 will establish the physical and regulatory foundation for subsequent stream restoration by removing the remaining dam and sewer infrastructure and completing the engineering, design, and permitting necessary for future restoration of the stream channel. Improved stream morphology, aquatic habitat, fish passage, and ecological function are anticipated outcomes of the overall project.

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

Overview

Through this Request for Proposals (“RFP”), Lake SWCD will select a Contractor to provide recommendations, designs and restoration specifications, permitting, and permit compliance including monitoring and reporting, and construction for the Project. The selected Contractor will complete a restoration design, be responsible for preparing, filing, payment of all required fees for and obtaining all necessary local, state, and federal permits, certifications, and authorizations, complete construction associated with the removal of the dam and sewer infrastructure, and provide As-Built plans. The selected Contractor shall be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal of all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable. A summary of the Contractor’s Scope of Services (the ‘Work’) and proposed schedule is outlined below.

Scope of Services

- 1) This RFP, the Contractor proposal, Lake SWCD Grant Agreement with ODNR (Exhibit D), and any other documents required by Lake SWCD, shall be incorporated as part of Lake SWCD’s contract with the Contractor.

- 2) Provide plans, restoration specifications, and complete construction of the Project. Plans should achieve the following:
 - i) Removal the failed dam and associated infrastructure
 - ii) Engineering and design for restoration of approximately 750 linear feet of Marsh Creek channel
 - iii) Stabilization of areas disturbed by dam removal to a natural slope. Stabilization to include grading, erosion control, and installation of native plants
- 3) Contractor must lead and attend a Project kick-off meeting, a minimum of two in-person or virtual plan review meetings, and a minimum of two on-site construction meetings. Revise plans based on comments from Lake SWCD, its partners, and regulatory agencies. At least two rounds of plan review and revisions are anticipated.
- 4) Contractor must provide 30%, 60%, and final plan submittals. The final plans must be stamped and certified by a professional engineer licensed in the state of Ohio with experience in stream and wetland restoration. Plan revisions must address comments from Lake SWCD, LCDU, the private landowners, ODNR, other stakeholders, and regulatory agencies.
- 5) Provide calculations and quantities for soil excavation and removal associated with this Project if applicable.
- 6) All access, work and staging activities shall take place within the construction easement held by the Lake County Department of Utilities (Exhibit C).
- 7) Any spoils generated as a result of this Project shall be removed from the site to a suitable location as determined by Lake SWCD. Spoils shall not be placed in wetlands, the Creek, or Lake Erie. Dam remnant material shall be removed and transported to the Lake County Solid Waste Facility in Painesville, Ohio.
- 8) Bidders shall indicate whether they anticipate any wetland impacts in their proposal. If any wetlands are impacted as a result of this Project, mitigation will be completed on site and included as a part of this design/build Project.
- 9) Disturbance to existing natural vegetation shall be minimized as much as possible while conducting construction activities.
- 10) Any areas disturbed to access the Project Site, including roadways/right of ways and private property must be restored to pre-project condition or better at the close of this Project at the Contractor's expense. Contractor must obtain photographs and video of the approach roads within Project limits and submit copies to Lake SWCD prior to the commencement of construction.
- 11) Provide and execute a Stormwater Pollution Prevention Plan (SWP3) for the Project. Erosion and sediment discharge must be controlled throughout the construction process in accordance with the Ohio EPA construction general permit and local erosion and sediment control regulations, if applicable.
- 12) Project design shall include provisions for protecting water quality and stream integrity as much as possible during construction.
- 13) The selected Contractor and any additional contractors, including subcontractors, performing work in The City of Mentor for which permits are required must be registered with the City, as necessary.
- 14) All work shall be performed in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws.

- 15) The Contractor shall make no use of the Project Site other than between the hours of 7:00 AM and 7:00 PM, Cleveland, Ohio time, Monday through Saturday (national holidays excluded); provided, however, the Contractor shall be permitted to leave stored equipment and materials within the agreed upon areas at the project site at other times. Nothing in this section shall be construed to exempt Contractor or the Project from local requirements related to noise or other nuisances.
- 16) The Contractor shall, at its sole cost and expense, install a temporary construction fence and signage surrounding the Project Site, and maintain such fence in good and sightly condition during construction.
- 17) The Contractor must provide a two-year warranty on plant materials installed through this Project, ensuring 75% survival of all live stake plantings and 90% survival for all other plant material. Plant materials shall be replaced by the warranty if more than 25% of the plant is dead, diseased, or dying.
- i) Warranty Period means a period of two (2) years from the Final Completion Date of the entire Work (or a specific part of the Work) or the longer periods of time as may be required by specific warranties contained in the Construction Agreement, provided by manufacturers or suppliers, or as otherwise stated in any Certificate of Final Completion, during which the Contractor, at its sole cost and expense, shall remove or correct all Work performed by Contractor under the Contract Documents, which Lake SWCD deems to be defective in material or workmanship or not in conformance with the Contract Documents.
 - ii) Contractor warrants to Lake SWCD that all materials and equipment furnished shall be new and unused, unless otherwise specified in the Contract Documents, and that the Work will be free from faults and defects and in conformance with the Design Documents, Contract Documents, and all applicable laws or regulations. Contractor agrees, at its sole cost and expense, to remove or correct all Work performed by it under the Contract Documents, which Lake SWCD deems to be defective or not in conformance with the Design Documents, Contract Documents, or applicable laws or regulations during the Warranty Period. Contractor also agrees during the Warranty Period to remove or correct any portions of the Work that may be damaged or destroyed by such defective Work or by the removal or correction of such defective Work. Lake SWCD shall approve the Work performed during the Warranty Period and, if the Work is unacceptable, the Warranty Period shall be extended until the Work is acceptable to Lake SWCD. Upon request by Lake SWCD, the contractor and Lake SWCD shall jointly inspect the Work during the twelfth month following the Date of Final Completion to identify and investigate any defective or non-conforming Work covered during the Warranty Period. Contractor's warranty excludes remedy for normal wear and tear and normal usage.
 - iii) If Contractor does not fully perform its obligations under the Warranty provisions within a reasonable time following written notice by Lake SWCD to Contractor then, in addition to, and not in lieu of any other right or remedy available to Lake SWCD under the Construction Agreement or at law, Lake SWCD may perform or cause such obligations to be performed at the sole cost and expense of Contractor.
 - iv) Nothing contained in the Warranty provision will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under

the Construction Agreement or related Contract Documents. The Warranty Period relates only to the obligation of the Contractor to correct the Work following Final Completion of the Project.

- 18) All materials, reports, surveys, delineations, plans, etc. will be available to Lake SWCD and its partners to use for educational materials, signage, grant documentation and reporting, and permitting.
- 19) The Contractor shall be solely responsible for obtaining all data and information sources utilized in design and construction of this Project.
- 20) Each part or detail of work shall be subject to inspection by Lake SWCD or its assigns and partners.
- 21) As-built construction plans shall be provided to Lake SWCD and its partners upon completion of the Project. Red-line as-built construction plans are acceptable to meet this requirement.
- 22) Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.
- 23) Planting is encouraged in Spring or Fall to promote plant survival. Summer planting should be avoided to ensure plant survival.

Schedule

October 9, 2026	First bid advertisement
October 16, 2026	Second bid advertisement
October 23, 2026	Third bid advertisement
November 3, 2026	Mandatory pre-bid meeting
November 5, 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
November 6, 2026	A Question and Response document will be shared with all participants of the mandatory pre-bid meeting
November 13, 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:

November 20, 2026:	Anticipated date for Lake SWCD to award contract
Q4 2026 - Q2 2027:	Project kick off and design review meetings, design and permitting completed
Q3 2027-Q1 2028	Mobilization, site prep, surveying, major earthwork completed
Q2 2028	Punch list items

SECTION D: APPLICABLE STATE, FEDERAL, AND LOCAL REQUIREMENTS

Overview

In the performance of the duties and obligations under this Agreement, contractor and any authorized sub-contractors shall comply with all applicable:

- I. Ohio Governor Executive Orders; and
- II. Federal, state and local laws, regulations (rules), assurances, orders, and Ohio Department of Commerce Prevailing Wage Guidelines, regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto. As required by Chapter 4115 of the Ohio Revised Code, where applicable, the Contractor shall require that all sub-contractors pay the prevailing wage rate of the locality, as determined by the Ohio Department of Commerce, on all work performed on this project. The Contractor shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code including making the required reports to the Prevailing Wage Coordinator; and
- III. Federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.

H2Ohio Grant Requirements

This Project is funded in whole or in part through an H2Ohio grant administered by the Ohio Department of Natural Resources under Grant Agreement No. 2026-1093. The Contractor shall comply with all applicable requirements of the Grant Agreement, including those applicable to third-party contractors. Where the Grant Agreement requires a provision to be included in a third-party contract, the corresponding requirement is incorporated into this RFP and the resulting contract. Applicable requirements include:

1. Assignment to ODNR - The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any right, title, or interest in or to the same, or any part thereof, without the prior written consent of Lake SWCD, except that this Contract may be assigned to the Ohio Department of Natural Resources (ODNR) upon written agreement between ODNR and Lake SWCD. Upon such written agreement, the Contractor shall execute any documents reasonably necessary to effectuate the assignment and shall continue to perform all obligations under the Contract unless otherwise directed in writing by ODNR and Lake SWCD.
2. Domestic Steel (ORC 153.011) - To the extent applicable to the Project, the Contractor shall comply with the requirements of Ohio Revised Code Section 153.011 concerning the use of domestically produced iron and steel products in the construction of public improvements. The Contractor shall ensure that its subcontractors and suppliers comply with applicable requirements of ORC 153.011
3. Five Year Records Retention - The Contractor shall maintain and preserve all records related to the Project and the Work performed under this Contract for a period of not less than five (5) years after the date of Project completion. Such records shall include, as applicable, contracts, subcontracts, invoices, payment records, payroll and prevailing wage documentation, purchase records, material certifications, design documents, permits, inspection records, photographs, monitoring data, reports, and other documentation supporting Project costs and performance. The Contractor shall make Project-related

records available to Lake SWCD, ODNR, the Auditor of State, or their authorized representatives upon request for purposes of inspection, review, or audit. The Contractor acknowledges that Project records may be subject to audit before, during, or after completion of the Project. The Contractor shall require its subcontractors to maintain and provide access to applicable Project records in accordance with this provision. The Contractor's obligations under this provision shall survive completion or termination of the Contract for the required five-year period.

Bonding Requirements

Bonding requirements are detailed in 2 CFR 200.326 <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

- I. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of the bidder's bid, execute such contractual documents as may be required within the time specified.
- II. A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- III. A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by statute, of all persons supplying labor and material in the execution of the work provided for in the contract.

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

Liability

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

Insurance

Contractor waives all rights against Lake SWCD, LCDU, and the private landowner for recovery of damages to the extent these damages are covered by the insurance policies Contractor is required to maintain. Contractor is required to pay for and provide the following minimum coverage:

1. Throughout the contract period, the Contractor shall carry Workers' Compensation Insurance, as required by the Ohio Workers' Compensation Act, upon all its employees engaged in this work and shall be responsible to see that any sub-contractors carry such insurance on their employees. The Contractor shall also provide public liability and property damage insurance for the entire period, thus insuring the interests of all parties against any and all claims that may arise out of Contractor operations under the terms of this contract. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to Lake SWCD of such cancellation.
2. Proof of liability insurance with minimum coverage limit of \$1,000,000 per occurrence. The contractor must provide a certificate of insurance coverage to Lake SWCD and all Indemnitees. The required Certificate of Insurance shall show that Lake SWCD and all Indemnitees, including without limitation, Lake SWCD has been added to the policies as additional insureds.
3. If a motor vehicle is used to provide services or products, the Contractor must have vehicle liability insurance on any auto owned, hired, and non-owned vehicle used for bodily injury and property damage as required by law.
4. The Contractor shall maintain Builders Risk insurance, as applicable to the Work, in an amount sufficient to cover the full cost of the Work and materials incorporated into the Project against physical loss or damage during construction. The coverage shall remain in effect for the duration of the construction period and until the Work is completed and accepted by Lake SWCD, unless otherwise approved in writing by Lake SWCD. The policy shall be issued by an insurer authorized to do business in the State of Ohio and shall identify Lake SWCD and any other parties required by the Contract Documents as additional insureds or loss payees, as applicable. The Contractor shall provide evidence of Builders Risk coverage to Lake SWCD prior to commencing construction and upon request thereafter. The Contractor shall promptly notify Lake SWCD of any loss or damage covered by the Builders Risk policy and shall coordinate all claims and repairs with Lake SWCD. Builders Risk coverage shall not relieve the Contractor of its responsibility for defective, incomplete, or non-conforming Work.
5. Employers' liability insurance with the following minimum limits:
 - a. \$100,000 each accident
 - b. \$100,000 each employee by disease
 - c. \$500,000 aggregate disease
6. All insurance shall be endorsed so that it cannot be canceled in less than thirty (30) days without advance written notice to Lake SWCD.
7. A copy of the Contractor's Workers' Compensation Certificate shall be submitted to Lake SWCD.

Transfer of Records

It is the intent of Lake SWCD that the current efforts be conducted in a manner that maximizes Lake SWCD's flexibility regarding the development of future site plan development. Data shall be

collected and formatted in a manner consistent with common good engineering practices. All records (original tracings, maps, field sketches, lab reports, flow data, graphics originals, design calculations, electronic files including model input and output files, etc.) generated by the Project shall be the property of Lake SWCD and shall be turned over to Lake SWCD upon completion or as directed.

Sub-contracting

Contractor shall not subcontract, nor shall any subcontractors commence performance of any part of the work or services included in the Agreement without previous written consent of Lake SWCD. Subcontracting shall not relieve Contractor of any of its obligations under this Agreement. The contractor shall be and remain responsible to Lake SWCD for the acts or faults of any such subcontractors and of such subcontractor's officers, agent and employees. In addition, Contractor is responsible for ensuring that each of its subcontractors comply with the terms of this agreement. The Contractor, if subcontracting work, shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists and soliciting them whenever they are potential sources;
2. Make information on forthcoming opportunities available to small and minority businesses and women's businesses and arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by disadvantaged business enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Encourage contracting with a consortium of disadvantaged business enterprises when a contract is too large for one of these firms to handle individually;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
6. The Contractor must also abide by the following requirements:
 - a. The Contractor must pay any subcontractors within 30 days of receiving payment from Lake SWCD.
 - b. The Contractor must notify Lake SWCD in writing prior to any termination of a disadvantaged business enterprise (DBE) subcontractor for convenience of the Contractor.
 - c. If a DBE subcontractor fails to complete the work for any reason, the Contractor must follow requirements I-V above if soliciting a replacement subcontractor.

Drug Free Workplace

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

Nondiscrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, handicap, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, handicap, or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause. The Contractor agrees that the hiring of employees for the performance of work under this Agreement shall be done in accordance with Sections 125.111, 153.59, and 153.591 of the Ohio Revised Code.

Equal Employment Opportunity

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

Non-compliance

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

Independent Capacity of Contractor

The Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of Lake SWCD. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, or other relationship between the parties. Contractor accepts full and exclusive liability for its employees for the payment of any and all contributions or taxes, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by wages, salaries or other remuneration paid for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said laws by any authorized state or federal officials.

Conflicts of Interest and Ethics Compliance

No personnel of Contractor shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work. The Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. The Contractor further

represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order.

Violating Facilities

Contractor shall comply with all applicable standards, orders or requirements of the Clean Air Act, (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

Campaign Contributions

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

Ohio Elections Law

The Contractor shall, as applicable to this project, ensure that all sub-contractors comply with the provisions of the Ohio Elections Law, Section 3517.13 of the Ohio Revised Code.

Termination

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

Severability

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

Governing Law

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

Compliance of Laws Not Listed

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

Time for Completion

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

Subgrantee acknowledges and agrees that, inasmuch as Lake SWCD will sustain expenses and inconveniences and other damages in the event that the Subgrantee fails to perform the Work as herein specified within the time herein set forth, included but not limited to inconvenience to the public, Engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract and other elements, some of which are indefinite and, in some cases, not susceptible to convenient determination, an amount equal to that stated below for each calendar day delay shall be considered as liquidated damages and not as a penalty and shall become due Lake SWCD as full payment for all such expenses and damages sustained by it as a result of the Subgrantee's failure to complete the Work as follows: \$500.00 FOR EACH DAY BEYOND July 31, 2028.

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 signatures shall be clearly and legibly written in long hand. No oral, facsimile, or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as directed on the bid schedule (Exhibit A).
- 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 awarded 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 the awarded a 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 of shown as a separate item in the proposal.
- K. Assignment of Contract: The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from 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. Bid Guarantee and Bonding Requirements
- H. Personal Experience and Resumes of Personnel.
- I. 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 accept proposals LCDU to select a Contractor on the basis of Contractor qualifications, price, understanding of the scope of services, level of services to be provided, and ability to complete the project within the timeframe.

A mandatory pre-bid meeting will be held on **Tuesday November 3, 2026 at 10:00 AM** at the project site to discuss the Project and tour the site. The inclement weather backup date will be **Wednesday November 4, 2026 at 10:00 AM**. Please RSVP for the mandatory pre-bid meeting by 4:00 PM on **Monday, November 2, 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 NOON on Friday November 13, 2026**. Any proposals received after this time and date will not be accepted. Lake SWCD expects to award the contract by **November 20, 2026**. Work will commence after successful execution of a contract for services between the Contractor and Lake SWCD. All work under this contract, including invoices, must be completed and delivered to Lake SWCD by July 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. LakeSWCD 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 **November 5, 2026**. A Question and Response document will be shared with all recipients of the RFP by **November 6, 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

MARSH CREEK DAM REMOVAL BID SCHEDULE							
Item No.	Description	QTY	Unit	Unit Price		Total Unit Cost	Total Cost
				Labor	Material		
1	SITE ASSESSMENT						
2	DESIGN						
3	PERMIT PREPARATION AND SUBMITTAL, PERMIT MONITORING, AND REPORTING						
4	SITE PREPARATION						
5	DEBRIS REMOVAL						
6	STREAMBANK STABILIZATION/GRADING						
7	NATIVE PLANTINGS						
8	OTHER (EXPLAIN):						
TOTAL CONTRACT BID PRICE ITEMS 1 THROUGH 8							
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 COMPLETED NO LATER July 31, 2028. • LIQUIDATED DAMAGES: \$500.00 FOR EACH DAY BEYOND July 31, 2028. • FUNDING AND CLOSEOUT PAPERWORK: July 31, 2028.							
NAME OF BIDDER: _____				DATE: _____			
SIGNATURE OF BIDDER: _____				_____			

Exhibit B: Photos and Conceptual

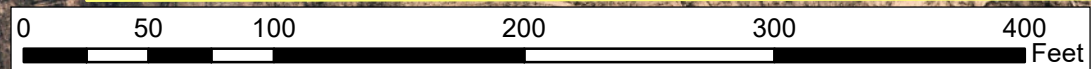






Legend

-  Project Parcel
-  STREAMS

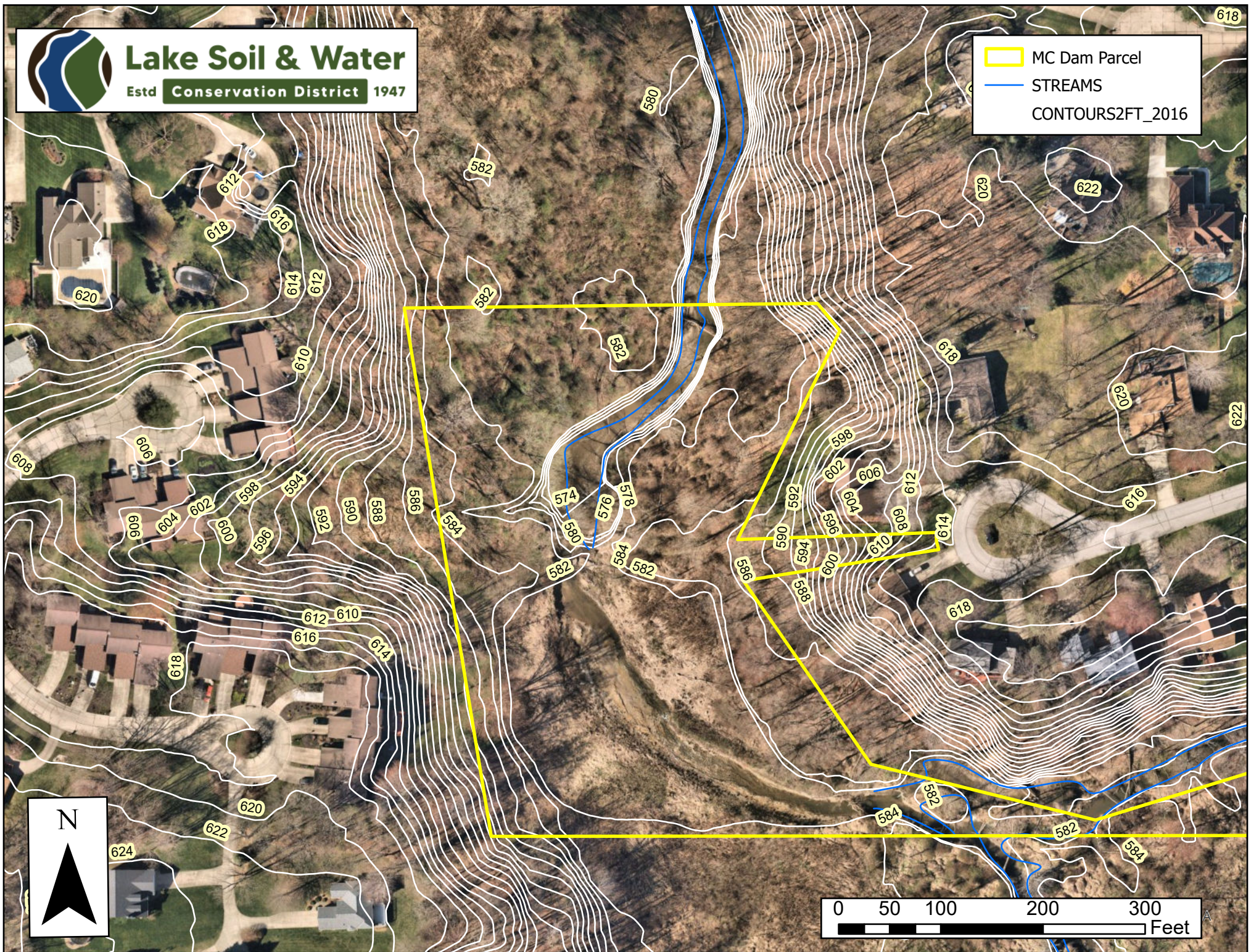




Lake Soil & Water

Estd **Conservation District** 1947

-  MC Dam Parcel
-  STREAMS
- CONTOURS2FT_2016



~1,300 LF of eroding stream bank (both sides)

~750 LF of stream channel to be restored

Grade control structures to raise grade of channel and access historic floodplain.
Exact size, number and spacing TBD by contractor

Remove dam and
sewer line

~44,000 sq. ft. of floodplain wetland restoration/creation

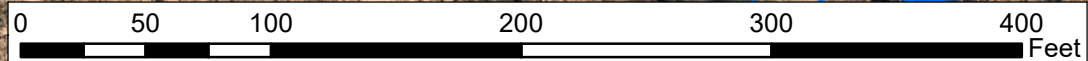


Exhibit C: Construction Easement



* 2 0 0 8 R 0 2 4 6 0 3 7 *

2008R024603

LAKE COUNTY OHIO
RECORDED ON
09/02/2008 11:28:44AM

FRANK A SUPONCIC, CPA, CFE
LAKE COUNTY RECORDER
REC FEE: \$0.00
PAGES: 7

COUNTY OF LAKE

FRANK A. SUPONCIC, CPA, CFE
RECORDER

EASTERN
LAKE COUNTY
(440) 350-2510

WESTERN
LAKE COUNTY
(440) 918-2510

FAX
(440) 350-5940



IMPORTANT RECORDING INFORMATION

This cover sheet is a permanent addition to the original document and **MUST** be retained with the document that was filed and/or recorded.

Reflected hereon is the pertinent recording information:

- File Number
- Date Filed
- Time Filed
- Recording Fee
- Number of Pages Recorded

Thank You



105 MAIN STREET • P.O. BOX 490 • PAINESVILLE, OHIO 44077
www.lakecountyrecorder.org • E-mail: recorder@lakecountyohio.org

TEMPORARY CONSTRUCTION EASEMENT FOR SANITARY SEWER

LAKE COUNTY DEPARTMENT OF UTILITIES
LAKE COUNTY, OHIO

PERMANENT PARCEL NUMBER(S)
16D-098-A-00-025-0

KNOW ALL MEN BY THESE PRESENTS, That Santoli Place Homeowners Club, nka Santoli Place Condominium Association, the Grantors herein, in consideration of the sum of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, does grant and release to the Board of Commissioners, Lake County, Ohio, whose mailing address is: 105 Main Street P.O. Box 490, Painesville, Ohio 44077-0490, its successors and assigns, the right to construct, repair, replace, relay, maintain, operate and inspect a sanitary sewer and necessary appurtenances thereto, and forever to have and to hold such right for the purposes and under the conditions herein set forth across the following real estate in said City of Mentor, County of Lake, State of Ohio and described as follows:

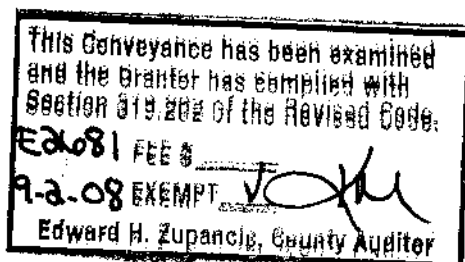
EASEMENT DESCRIPTION:

(See Attached Exhibit "A")

The width of the easement is variable (20+) feet. The sidelines of the easement are to extend or shorten so as to terminate at the property lines.

The Grantors to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantors shall not construct nor permit to be constructed any house, structures, or obstructions on or over, or that will interfere with the construction, maintenance or operation of the sanitary sewer or appurtenances constructed hereunder, and will not change the grade over such sanitary sewer.

The grant is made on the express condition that said Board of Commissioners, Lake County, Ohio, shall as far as possible after the construction of said sanitary sewer and all subsequent alterations or repairs thereunto, restore all property belonging to the Grantors except buildings or other structures located in the permanent easement to its original condition and shall reasonably compensate the Grantors for any property damaged or destroyed except buildings or other structures located in the permanent easement which cannot be restored to its original condition, as a result of or in consequence of said construction, maintenance and repair of said sanitary sewer.



TRANSFER NOTED
Sept 2 2008
Edward H. Zupancic
Lake County Auditor
By Knobler
Deputy Auditor

024603

The Grantor further covenant with the Grantee, its successors and assigns that they are well seized of said premises as an estate in fee simple and that it is free from all encumbrances and they will warrant and defend the title to said premises against all claims except:

Signed and executed this day of , 2008.

STATE OF OHIO)
) SS:
COUNTY OF LAKE)

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public
My Commission expires:

024603

EXHIBIT "A"

UNOFFICIAL COPY

024603

SCALE 1"=80'

EXHIBIT "B" EASEMENT PLAT FOR SANTOLI PLACE HOMEOWNERS CLUB (PP #16-D-098-A-00-025-0)

SANTOLI PLACE
SUBDIVISION
PLAT BOOK-W PG.25

COMMON
OPEN SPACE

TEMPORARY
CONSTRUCTION EASEMENT
18,481 S.F. - 0.424 AC

TEMPORARY
CONSTRUCTION
EASEMENT

S/L 6

S/L 7

S/L 8

RAYMOND F. JR. &
LINDA-LEE MUZIC
16-D-098-A-00-006-0
VOL.661 PG.881

BARBARA LEE
LEGAN, TRUSTEE
16-D-098-A-00-007-0
DOC. #2006R028573

SANTOLI PLACE
HOMEOWNERS CLUB
16-D-098-A-00-025-0
VOL.865 PG.15

R=70.00'
Δ=10°23'35"
A=12.70'
T=6.37'
C=12.68'
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EXHIBIT "A"

April 7, 2008

**LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT
THROUGH LAND OF SANTOLI PLACE HOMEOWNERS CLUB
WHO CLAIMS TITLE THROUGH INSTRUMENT RECORDED
IN VOLUME 868 PAGE 15**

Situated in the City of Mentor, County of Lake and State of Ohio and known as being an easement for construction purposes over and through a part of the Common Open Space in the Santoli Place Subdivision as shown by plat recorded in Plat Book W, Page 25 of the Lake County Plat Records and is bounded and described as follows;

Beginning in the westerly side line of Barbara Drive Extension 60' wide at the southeasterly corner of said Sublot No. 6 as shown by said plat, also being the southeasterly corner of land (Permanent Parcel Number 16-D-098-A-00-006-0) conveyed to Raymond F. Jr. & Linda Lee Muzic as recorded in volume 661 page 881 of Lake county records;

- COURSE I** Thence southerly, along the westerly side line of said Barbara Drive Extension 60' on the arc of a curve deflecting to the LEFT (said curve have a said radius of 70.00 feet, an included angle of 10°23'35", and a chord of which bears South 03°44'10" East and is 12.68 feet in length) a distance of 12.70 feet to a point in the northeasterly corner of Sublot No. 7 in said Santoli Place Subdivision, also being the northeasterly corner of land (Permanent Parcel Number 16-D-098-A-00-007-0) conveyed to Barbara Lee Legna, Trustee as recorded in document No. 2006R028573 of Lake county records;
- COURSE II** Thence South 80°48'52" West along the northerly line of said Sublot No. 7 a distance of 190.00 feet to a point;
- COURSE III** Thence North 89°33'14" West a distance of 206.04 feet to a point;
- COURSE IV** Thence South 77°33'23" West a distance of 80.00 feet to a point in the westerly line of said Common Open Space;
- COURSE V** Thence North 08°59'09" West along the westerly line of said Common Open Space a distance of 20.04 feet to a point;
- COURSE VI** Thence North 77°33'23" East a distance of 100.00 feet to a point;
- COURSE VII** Thence North 12°26'37" West a distance of 20.00 feet to a point;
- COURSE VIII** Thence North 77°33'23" East a distance of 72.97 feet to a point;
- COURSE IX** Thence South 89°33'14" East a distance of 125.78 feet to a point in the westerly line of above said Sublot No. 6;
- COURSE X** Thence South 25°49'03" West along the westerly line of said Sublot No. 6 a distance of 14.48 feet to a point in the southwesterly corner of said Sublot No. 6;

024603

COURSE XI Thence easterly, along the southerly line of said Sublot No.6 a distance of 190.00 feet to a point of beginning and containing 0.424 acres (18,481 square feet) of land as calculated and described in April, 2008 by CT Consultants, Inc.;

SANTOLI PLACE HOMEOWNERS CLUB, grantor(s) herein, claim(s) title by or through instrument recorded in Volume 868, Page 15 of the Lake County Records;

Bearings contained herein are based upon the Santoli Place Subdivision Plat

The above described easement burdens a portion of property designated as Lake County Auditor's Permanent Parcel No. 16-D-098-A-00-025-0.

H:\2007\07406\SURVEY\DESC\HOMEOWNERS_TEMP.doc

024603

Exhibit D: ODNR Grant Agreement with Lake SWCD



**H2Ohio Grant Agreement Between
Lake County Soil and Water Conservation District
and the
Ohio Department of Natural Resources**

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

Pursuant to Am. Sub. H.B. No. 96, the 136th General Assembly of the State of Ohio has appropriated funds of which Two Hundred Thousand Three Hundred Dollars (\$200,300.00) has been redirected and awarded to the Grantee for costs associated with the Marsh Creek Dam Removal Project (hereinafter referred to as the “Project”).

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

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

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

1. ODNR agrees to provide the Grantee up to Two Hundred Thousand Three Hundred Dollars (\$200,300.00) via qualifying advance or reimbursement to be used toward the total cost of the Project.
 - a. Project Costs:
 - i. Consistent with Exhibit A, grant funds will be used to remove dam remnants and sanitary sewer infrastructure on the Marsh Creek to a natural stream channel without barriers or dams and a natural flow regimen in Lake County, Ohio (“Project Property”).

H2Ohio Grant Award Agreement Between ODNR and Lake County Soil and Water
Conservation District
Legal Contract ID No. 2026-1093

- ii. It is mutually agreed that Grantee will complete the Project by July 31, 2028 (“Completion Date”).

b. Invoicing.

- i. Grantee will submit invoices for qualifying advance or reimbursement via Ohio’s Shared Services Supplier Operations website.
 - ii. ODNR will review and process invoices in a timely manner. If needed, ODNR may request additional information from Grantee as a condition of payment.
2. In no event shall ODNR’s payment to Grantee exceed Two Hundred Thousand Three Hundred Dollars (\$200,300.00). Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not timely spent in connection with the Project shall be returned to State of Ohio in accordance with Paragraph 3 below.
3. If for any reason funds and/or interest on such funds acquired through this Agreement are required to be paid, repaid, or remitted to the State of Ohio, such shall be remitted in full within forty-five (45) days of demand to:

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

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

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

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

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

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- a. Prevailing wage pursuant to ORC Chapter 4115
The Grantee agrees that it will fully comply with Ohio's prevailing wage laws pursuant to Ohio Revised Code Chapter 4115.
 - b. Worker's Compensation
The Grantee agrees that it will fully comply with Ohio's Worker's Compensation Laws.
 - c. Equal Opportunity Laws
The Grantee agrees that it will fully comply with all state and federal non-discrimination laws and promptly comply with all requests and directions from the State of Ohio in this regard.
 - d. Domestic Steel pursuant to ORC 153.011
To the extent applicable, the Grantee agrees to comply with Ohio Revised Code 153.011.
 - e. Environmental and Historical Preservation Laws and Regulations
The Grantee assures compliance with all applicable Federal, State, and local environmental and historic preservation laws and regulations pertaining to the Project.
 - f. Drug-free Workplace
The Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free workplace. The Grantee will make a good faith effort to ensure that all contract employees, while working on Grantee's property, will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way.
 - g. Laws of Professional Design
The Grantee will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect, or landscape architect.
- 14.** The Grantee agrees it will comply with any other Federal, State, and local laws and regulations applicable to the Project, whether now known or later identified.
- 15.** To the extent applicable, the Grantee agrees that it will include the following provisions or similar provisions in any contract it executes with a third-party Architect or Engineer (A/E) on the Project:

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

16. To the extent applicable, the Grantee agrees that it will include the following provisions or similar provisions in any contract it executes with a third-party Contractor on the Project:

- A. The Contractor shall perform the Work in a workmanlike manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under Applicable Law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

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

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- 19.** The Grantee will assure that monies expended under this Agreement are spent in conformity with their intended purpose as provided by Am. Sub. H.B. No. 166, 133rd General Assembly, Section 126.60 of the Ohio Revised Code. ODNR agrees that the expenditure of monies by Grantee to complete the Project in a manner consistent with Exhibit A will conform with the intended purposes of Section 126.60 of the Ohio Revised Code.
- 20.** To the extent applicable, Grantee warrants that it is registered and in good standing with the Office of Attorney General and in compliance with all applicable requirements, including but not limited to, R.C. Chapter 1716.
- 21.** The Grantee certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 22.** No personnel of either Party who exercises any functions or responsibilities in connection with the review or approval of this Agreement shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the other Party in writing. Thereafter, he or she shall not participate in any action affecting the Project, unless the other Party determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 23.** The Grantee hereby certifies that neither it nor, to the best of its knowledge any of its officers or directors, or the spouse of any such person, has made contributions to the ODNR or the Governor in excess of the limitations specified in R.C. 3517.13.

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

For ODNR:
Adam Lanzillotta
H2Ohio Rivers Program Coordinator
2045 Morse Road, Bld. D-2
Columbus, Ohio 44229
(614) 265-6737

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adam.lanzillotta@dnr.ohio.gov

For Grantee:

Dan Donaldson

105 Main Street

Painesville, Ohio 44077

440-350-2030

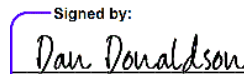
Dan.donaldson@lakecountyohio.gov

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

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

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

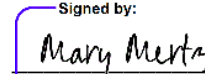
FOR GRANTEE

Signed by:

2185A8335B354F8
Dan Donaldson
District Administrator

July 14, 2026

Date

FOR THE ODNR

Signed by:

6DC82A2DBC484A7...
Mary Mertz
Director

July 16, 2026

Date