

**REQUEST FOR
QUALIFICATIONS FOR
DESIGN-BUILD SERVICES**

**Smith Creek Restoration Project at
Centerville Mills Park**

Bainbridge Township
17826 Chillicothe Road
Chagrin Falls, Ohio 44023
(440) 543-9871

**Issued April 19, 2021
Qualifications are due May 20, 2021**

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ATTACHMENTS

- A. Ohio Environmental Protection Agency Clean Water Act Section 319(h) Grant Agreement

SECTION A: NOTICE TO DESIGN-BUILD TEAMS

Bainbridge Township (the Township) is seeking a Design-Build Contractor Team (Contractor) to complete design and construction of a stream restoration project for Smith Creek within Bainbridge Township (Project). This design-build project is funded through a United States Environmental Protection Agency (US EPA) Section 319(h) Nonpoint Source Project Grant (319 Grant) through the Ohio Environmental Protection Agency (Ohio EPA), with local contributions from the Township.

The Contractor shall furnish all necessary drawings, plans, labor, equipment, and construction services to complete the project. The Contractor will be responsible for providing all information and for securing, on behalf of the Township, all necessary local, state and federal permits for the project. No work shall be commenced until the permits are secured.

The total maximum cost/price for performance under this contract is \$370,000. This maximum amount of \$370,000 shall not be exceeded under any circumstances unless written authorization is obtained from the Township.

Candidates may provide discussion and comment on alternative approaches to achieve the restoration objectives identified for the site, and to propose alternate and/or complimentary tasks to complete the project more economically. Please contact Kimberly Brewster at kbrewster@crwp.org with questions.

Statements of Qualifications will be received by Bainbridge Township until **4:00 pm (local time), May 20, 2021** for the Smith Creek Restoration at Centerville Mills Park Project.

SECTION B: BACKGROUND DESCRIPTION AND PROJECT SCOPE

BACKGROUND

Bainbridge Township proposes to modify and/or remove approximately 750 linear feet of eroding embankment along Lake Paterek and restore at least 750 linear feet of Smith Creek which is channelized and hydrologically disconnected to its floodplain along the lake embankment at Centerville Mills Park, a public park. Smith Creek is a direct tributary to the Aurora Branch of the Chagrin River and located in the Headwaters Aurora Branch 12-digit HUC watershed (12-digit HUC: 04110003-03-02). Restoration of Smith Creek will improve the hydrologic function and habitat quality of the stream at the project site and provide water quality benefits to downstream reaches of Smith Creek, a coldwater stream, and the State Scenic Aurora Branch of the Chagrin River.

Near the mouth of Smith Creek (RM 0.4 – 0.6), there is a former YMCA camp now maintained by Bainbridge Township as Centerville Mills Park. At this site, Smith Creek drains approximately 10.7 square miles of land; this drainage area is approximately 58.9% forested and 27.0% developed land with an average 3.5% impervious area (Source: USGS StreamStats). Smith Creek is currently channelized along 750 feet of earthen embankment of Lake Paterek, a 7-acre off-line lake created at the site of a former mill and named after a former YMCA camp employee. This embankment, approximately 10-15 feet in height, is severely eroding in several locations along Smith Creek and contributes to very limited floodplain access throughout this reach. Maintenance of turf grass and necessary removal of any woody growth along the embankment contributes to streambank instability.

Smith Creek was designated a coldwater habitat (CWH) stream due to the presence of coldwater fish and macroinvertebrate taxa and Smith Creek is in full attainment of its aquatic life use designation at RM 1.1 where the stream has a natural riparian corridor; however, this stream's attainment status has not been monitored since 2004 and recent erosion and siltation along Lake Paterek's embankment is a threat to the stream's attainment of CWH within this reach. The Aurora Branch of the Chagrin River at Brewster Road (RM 7.4, or 1.6 miles downstream of the confluence with Smith Creek) is in partial attainment of its warmwater habitat (WWH) aquatic life use (ALU) designation caused by organic enrichment and siltation. At approximately Smith Creek RM 0.3, there is a 20-foot tall natural sandstone waterfall which may serve as a natural fish passage barrier; however, upstream Ohio EPA monitoring locations are in full attainment of CWH (at the time of most recent monitoring in 2004) and so the waterfall does not appear to be contributing to upstream nonattainment of this ALU.

In 2018, Chagrin River Watershed Partners, Inc. (CRWP) completed a Qualitative Habitat Evaluation Index (QHEI) assessment for Smith Creek at RM 0.5 as it flows adjacent to the Lake Paterek embankment. The assessment indicated a QHEI score of 55 (low end of "Good" narrative) due to poor quality substrates, poor channel morphology, lack of riparian vegetation, and poor quality floodplain. The stream has primarily cobble and silt substrates and moderate embeddedness through this reach. Sinuosity is low due to the straightened nature of the stream through this reach and riffle-run-pool development is poor. Lower portions of this reach may have poor riffle-run-pool development due to an impounding effect of the natural waterfall located approximately 300 feet downstream. This reach of stream has a narrow to very narrow riparian zone width due to the presence of Centerville Mills Park to the east (portions of which are maintained as mowed turf grass) and the lake embankment along the stream to the west. CRWP staff also used the Modified Bank Erosion Hazard Index (BEHI) to evaluate streambank erosion at the upstream portion of the project site in 2018. The Modified BEHI was adapted by Cleveland Metroparks for northeast Ohio from Dave Rosgen's BEHI methods. The Modified BEHI determines a streambank's

susceptibility to erosion and provides an overall rating of bank erosion hazard based on riparian root depth, root density, bank angle, surface protection at the toe, bank material, and stratification. Using this metric, bank erosion hazard scored as “extreme” (score of 41) on the right bank due to low root density, low root depth/bank height, near vertical bank angle, and poor surface protection.

PROJECT DESCRIPTION

This project will be completed on two parcels owned by Bainbridge Township near the intersection of State Route 306 (Chillicothe Road) and Crackel Road in Bainbridge Township. The restored areas will be protected through an already existing conservation easement at the project site held by Western Reserve Land Conservancy (WRLC); WRLC has indicated support for the proposed restoration activities at the site and the Township will coordinate with WRLC throughout the Project’s design process. The site is a public park owned and managed by Bainbridge Township.

The proposed project will modify and/or remove approximately 750 linear feet of eroding embankment along Lake Paterek and restore at least 750 linear feet of Smith Creek which is channelized along the lake embankment. Restoration techniques proposed for this project include reconnecting the stream to its floodplain and allowing the stream to dissipate energy during high flows and minimize future erosion and stream channel incision.

The Township will contribute staff time and the use of bulldozers and excavators for earth-moving components of the restoration project (estimated value of Township contribution: \$50,000).

PROJECT GOALS

- Goal 1:** Raise the existing QHEI score of 55 to ≥ 62 after the restoration is completed. The increase in score will be achieved based on potential improvements to riparian zone, substrate, and channel morphology in the stream restoration reach as a result of this project.
- Goal 2:** Reestablish ecological function to this reach of Smith Creek by improving in-stream habitat and creating long-term stream channel stability.
- Goal 3:** Reduce approximately 363.4 pounds/year of nitrogen, 181.7 pounds/year of phosphorus, and 181.7 tons/year of sediment to Smith Creek, the Chagrin River, and Lake Erie annually.

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

- 1) 750 linear feet of earthen embankment along the western streambank of Smith Creek will be graded to the level of the lake bed. 750 linear feet of streambank along the channelized stream will be shaped to maximize the stream’s floodplain connectivity without releasing deoxygenated lake sediments into the stream. If on-site soil conditions allow, earthen embankment soils may be incorporated into the former lake area to create heterogeneous habitat conditions beneficial to wetland plant and wildlife species. Areas of riparian pocket wetlands and riparian forest may be incorporated into the former lake bed. A deepwater habitat area will be retained on the western side of the lake, with outlet(s) to riparian cell(s) ultimately discharging to Smith Creek; the design of this deepwater habitat area will be tied to shoreline fishing opportunities. Please note that the

water level for this deepwater habitat can be raised but not lowered due to the lake's existing freeboard conditions. Native trees and shrubs will be installed to shade and cool the water discharging from this deepwater habitat area before it flows to Smith Creek.

- 2) The lake will be partially dewatered and sediment will be allowed to remain and oxidize. During the Request for Proposals process, the contractor should describe the proposed dewatering process and aquatic animal relocation, if necessary. Depending on the shape of the lake bottom, small meandering channels may self-form and further evaluation would determine the degree of flow control required within the dewatered lake bottom, if any.
- 3) In areas with conducive substrates and topography, riffle and pool habitats may be incorporated into the restored stream reach to improve habitat and provide grade control. Bedrock substrates in the southern portion of the restoration reach will be maintained.
- 4) Invasive plant species will be treated within and around the dewatered lake area (≥ 0.25 acres) and in the riparian zone (≥ 0.25 acres).
- 5) Native woody plant species will be installed along the re-graded western streambank to provide streambank stability and stream shading (1 acre).
- 6) Following a period after dewatering, seeding and selective planting of native riparian and wetland species will occur within the dewatered lake and restored wetland areas (3 acres).

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

Access for this work will be available from the Centerville Mills Park gravel parking lot, located west of the existing lake (coordinates: 41.348329, -81.338897). Removal of any existing trees will be minimized as much as possible during project construction and any areas where tree removal is necessary for construction will be revegetated with woody tree and shrub species. Native plant species will be chosen based on their suitability for riparian zones, ability of their roots to stabilize streambanks and prevent future erosion, and ability to provide cooling shade for the stream. A two-year plant warranty will allow for the replacement of plants that do not successfully establish within the first growing season. All federal, state and local permitting requirements will be completed prior to the commencement of restoration activities.

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

SECTION C: QUALIFICATIONS, SCOPE OF SERVICES AND SCHEDULE

Through this Request for Qualifications (RFQ) and subsequent Request for Proposals (RFP) process, the Township will select the most qualified Contractor to provide recommendations, designs and restoration details, permitting and permit compliance including monitoring and reporting, and construction for the Smith Creek Restoration at Centerville Mills Park Project. The selected Contractor will complete a restoration design, be responsible for preparing, filing, payment of all required fees for and obtaining all necessary local, state and federal permits, certifications, and authorizations, and complete construction of the project. The selected Contractor will complete construction of the project and provide As-Built plans. The selected Contractor shall be responsible for conducting all pre-, during, and post-Project

monitoring activities and preparation and submittal to the Township of all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable. A summary of the Contractor scope of services and proposed schedule are as follows:

QUALIFICATIONS

Each Contractor who wishes to be considered for selection to perform this scope of services shall submit to the Township a concise description of:

1. *Organization/Team Information.* Include a description of each of the firms participating in the design-build team, including information regarding each firm's primary business, background and history, organizational structure, QA/QC program, and the number of employees. Include examples of projects for which the team has previously worked together. This section should contain any additional information about the design-build team that the Contractor feels will assist the Township in better understanding the qualifications of the team.
2. *Personnel.* All Statement of Qualifications will include a list of the top three key employees to be assigned or employed on the Project by the Contractor. The resume of each such person shall be attached to the proposal (limit of 1 page each). The proposal shall identify the person who will be the primary day-to-day contact with the Township and the following two alternate personnel to be assigned to the project. The Township requests that significant effort should focus on highlighting the key employees and their relevant qualifications and past experiences that will most likely be comparable to work as detailed in this RFQ.
3. *Abilities to perform the Scope of Services.* At a minimum, please demonstrate how your firm meets the following qualifications.
 - a. A minimum of five (5) years of professional Design/Build stream restoration experience with a minimum of three (3) Design/Build stream and wetland restoration project examples. Each project reference should include a short description of the scope of work, the engineering and construction budget amount, the actual final project cost, the timeframe required for completion, any exceptional successes or challenges encountered during the duration of the project, and reference contact information.
 - b. Detailed knowledge and ability to competently conduct stream classification evaluations utilizing appropriate methodologies
 - c. Experience coordinating with and obtaining required regulatory restoration permits from the United States Army Corps of Engineers (USACE), Ohio EPA, and local permitting authorities.
 - d. Demonstrated knowledge of stream hydrology and stream morphology.
4. *Capacity to Perform Work.* Provide a description of the Contractor's capacity to perform work requested the Township by describing the Contractor's current workload and the availability of the staff to meet required schedules. Please describe the methods utilized to track work progress, budgets, and deadlines.
5. *Licensures and Other Documentation.* The Contractor shall provide professional licenses held by firm, certificate of current professional liability insurance and any associations of which you are a member.

SCOPE OF SERVICES

I. Overview

Through this Request for Qualifications (RFQ) and subsequent Request for Proposals (RFP) process, the Township 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, obtaining, and paying for all necessary local, state, and federal permits and certifications under the Clean Water Act, and complete construction of the Project. A summary of the Contractor scope of services and proposed schedule are as follows:

II. Contractor Scope of Services

- A. The Request for Proposals, the Consultant proposal, the Township's Grant Agreement with Ohio EPA, and any other documents as required by the Township, shall be incorporated as part of the Township's contract with the Consultant.
- B. Provide plans, restoration specifications, and complete construction of the Project. Plans should achieve the following:
 - i. 750 linear feet of earthen embankment modification;
 - ii. 750 linear feet of stream and floodplain restoration using bioengineering techniques;
 - iii. 0.25 acres of treated invasive plant species in riparian areas;
 - iv. 1 acres of native plants installed in riparian areas;
 - v. 0.25 acres of treated invasive plant species in wetland areas;
 - vi. 3 acres of wetlands restoration and native plant installation in wetland areas;
 - vii. Develop planting plan with lists of native plant species (ecoregion and state) to be utilized.
- C. Contractor must lead and attend a Project kick-off meeting, a minimum of two in-person plan review meetings, and weekly or bi-weekly on-site construction meetings. Revise plans based on comments from the Township, its partners, and regulatory agencies. At least two rounds of plan review and revisions are anticipated.
- D. Provide calculations and quantities for soil excavation and removal associated with this Project as applicable.
- E. Bidders should describe the anticipated need for any removal of fill or spoils generated as a result of this Project and proposed locations for fill or spoil placement. Final locations will be approved by the Township.
- F. Bidders shall indicate whether they anticipate any wetland impacts in their proposal. If any wetlands are impacted as a result of this Project, mitigation will be completed on site and included as a part of this design/build Project.
- G. Disturbance to existing natural vegetation shall be minimized in accessing the site, restoring the stream and revegetating the riparian zone.
- H. Any areas disturbed to access the Project Site, including roadways/right of ways and private property must be restored to former condition at the close of this Project at the Contractor's expense. Contractor must obtain photographs and video of the approach roads within Project limits and submit copies to the Township prior to the commencement of construction.

- I. The contractor will be responsible for providing all information and for securing, on behalf of the Township, all necessary local, state and federal permits, certifications, and authorizations for the project. This includes all required surveying and data collection to prepare and submit permit applications and payment of all required fees to obtain permit or agency authorizations to proceed. No work shall be commenced until the permits are secured. Requirements include but are not limited to permits required by the U.S. Army Corps of Engineers, Ohio Environmental Protection Agency, and the Ohio State Historic Preservation Office.
- J. Provide and execute a Stormwater Pollution Prevention Plan (SWP3) for the Project. Erosion and sediment discharge must be controlled throughout the construction process in accordance with the Ohio EPA construction general permit and local erosion and sediment control regulations, if applicable.
- K. Project design shall include provisions for protecting water quality and stream integrity as much as possible during construction.
- L. If necessary, a floodplain development permit shall be filed for this work. Floodplain development permit applications shall comply with all federal and state statutes, and local laws, rules and ordinances.
- M. The selected Contractor and any additional contractors, including subcontractors, performing work in the Township for which permits are required must be registered with the Township.
- N. All work shall be performed in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws.
- O. The Contractor shall make no use of the Project Site other than between the hours of 7:30 AM and 6:30 PM, Cleveland, Ohio time, Monday through Friday and between the hours of 8:30 a.m. and 5:30 p.m., Cleveland, Ohio time on Saturday (national holidays excluded); provided, however, that Contractor shall be permitted to leave stored equipment and materials within agreed upon areas at the Project Site at other times. Nothing in this section shall be construed to exempt Contractor or the Project from the Township's requirements related to noise or other nuisances.
- P. Contractor shall, at its sole cost and expense, install a temporary construction fence surrounding the Project Site, and maintain such fence in good and slightly condition during construction.
- Q. The successful bidder shall be required to furnish a bond for the faithful performance of the Contract in a sum of not less than one hundred percent (100%) of the total price bid for the Project; said bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of Treasury Circular 570 "Surety Companies Acceptable on Federal Bonds". Bonding requirements are detailed in 40 CFR 30.48 (<https://www.gpo.gov/fdsys/pkg/CFR-2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf>). A labor and material bond shall also be required.
- R. In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense, a two-year maintenance bond, in the amount of twenty-five percent (25%) of the Construction Agreement. The term of the bond shall begin on the date of final acceptance of the Project and shall guarantee the Work on the Project will remain in good condition for and during the entire two-year period of guarantee which shall include, among other things, all permanent in-stream, wetland, or erosion control structures and plant materials installed at the Project. If at any time

before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the Contractor, as determined by the Township, the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the Township reserves the right to make such corrections at the expense of the Contractor or bonding company.

- S. Contractor must provide a two-year warranty on plant materials installed through this Project, ensuring 75% survival of all live stake plantings and 90% survival for all other plant material. Plant materials shall be replaced by the warranty if more than 25% of the plant is dead, diseased, or dying.
- 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 the Township deems to be defective in material or workmanship or not in conformance with the Contract Documents.
 - ii. Contractor warrants to the Township that all materials and equipment furnished shall be new and unused, unless otherwise specified in the Contract Documents, and that the Work will be free from faults and defects and in conformance with the Design Documents, Contract Documents, and all applicable laws or regulations. Contractor agrees, at its sole cost and expense, to remove or correct all Work performed by it under the Contract Documents, which the Township 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. Township 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 Township. Upon request by Township, the contractor and Township 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 the Township to Contractor then, in addition to, and not in lieu of any other right or remedy available to the Township under the Construction Agreement or at law, the Township 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.

- T. Contractor shall be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal to the Township of all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable.
- U. All materials, reports, surveys, delineations, plans, etc. will be available to the Township, and CRWP to use for educational materials, signage, grant documentation and reporting, and permitting.
- V. The Contractor shall be solely responsible for obtaining all data and information sources utilized in design and construction of this Project.
- W. Each part or detail of work shall be subject to inspection by the Township and its partners.
- X. As-built construction plans shall be provided to the Township upon completion of the Project. Red-line as-built construction plans are acceptable to meet this requirement.
- Y. Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.
- Z. Planting is encouraged in Spring or Fall to promote plant survival. If Summer planting is necessary, the contractor will be responsible for any watering needs at no additional cost to the Township.

ANTICIPATED PROJECT SCHEDULE

May 5, 2021	Deadline for questions about this RFQ to be submitted to Kimberly Brewster (kbrewster@crwp.org) via email only.
May 10, 2021	A Question and Response document will be shared with all recipients of the RFQ.
May 20, 2021	Sealed Statements of Qualifications must be received by the Township by 4:00pm (local time).
June 23, 2021	Request for Proposals to be released to design-build teams selected by the Township.
July 2021	Mandatory pre-proposal meeting at project site. (Date TBD and specified within the RFP). <i>Please note: The Township may elect to remove or modify this requirement depending on local, state, and/or federal guidelines adopted in response to the COVID-19 crisis.</i>
July 30, 2021	Proposals must be received by the Township by 4:00pm (local time).
August 2021	Anticipated date for the Township to award contract. (Date TBD)
August 2021 – March 2022:	Complete Project design and permitting.
April 2022 –	Complete stream and wetland restoration and planting.

December 2022:

May 31, 2023 Any additional planting/seeding to be completed. All work under this contract, including invoices, must be completed and delivered to the Township.

SECTION D: APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS

The selected Contractor must comply with all duties and obligations under the Ohio EPA 319 Grant (see **Attachment A**), and comply with all applicable local, state, and federal requirements.

LIABILITY

The Contractor agrees to indemnify and to hold the Township harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by the 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.

CONTRACTOR'S LIABILITY

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 the Township of such cancellation.

TRANSFER OF RECORDS

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

PREVAILING WAGE RATE

In accordance with prevailing statutes, the prevailing wage rates to be paid each laborer or mechanic engaged in Work on this Project shall be not less than the hourly wage rate set opposite the occupation listed in the Ohio State Wage Determination at time of bidding. The Contractor must submit properly executed copies of the Contractor's and Subcontractor's payrolls to the Township's Prevailing Wage Coordinator in accordance with the requirements of Ohio Revised Code Section 4115.071.

Section 4115.05 of the Ohio Revised Code provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects. Contractor shall be responsible for paying each new rate established at no charge in the Contract Price.

SECTION E: SUBMISSION INSTRUCTIONS

STATEMENT OF QUALIFICATIONS FORMAT

The Township reserves the right to obtain financial data or other supplemental information concerning the bidders, if relevant. Bidders should prepare their Statement of Qualifications simply and economically, providing a straightforward and concise description of their abilities to provide the services described at the expected quality level. The Township reserves the right to accept the Statement of Qualifications deemed most advantageous and in the best interest of the Township.

In responding to this RFQ, please submit a Statement of Qualifications addressing the following items:

1. Description of the Contractor's Understanding of the Project.
2. Personal Experience and Resumes of Personnel.
3. Proposal shall include proof of worker's compensation, and proof of liability insurance with a \$1,000,000 minimum.
4. Minimum Three (3) References from similar successfully completed projects.

If interested, submit either an electronic-only version of your submittal via email to Kimberly Brewster (kbrewster@crwp.org) or mail a flash drive submittal to the Township; either type of submittal (email or mailed flash drive) must be received no later than 4:00 pm local time May 20, 2021. If submitting a mailed flash drive, any submittals must be received by the Township no later than 4:00 pm local time on May 20, 2021. Any proposals received after this time and date will not be accepted.

The Township expects to release the Request for Proposals to the selected qualified contractors by **June 23, 2021**.

RESTRICTED COMMUNICATIONS

In order to avoid situations where a potential or perceived conflict of interest could occur or where an unfair competitive advantage could be obtained or perceived, all inquiries or other communications regarding this RFQ shall be exclusively directed to Kimberly Brewster (kbrewster@crwp.org) via email. Contractors are hereby expressly instructed not to otherwise communicate with the Township regarding this RFQ. This prohibition is also applicable to the Contractor's affiliates, officers, employees, agents, subcontractors, consultants and proposing team members. Contractors are advised that any communications, RFQ and/or RFP response materials, drawings, documents or other records generated by the Contractor or kept in connection with this RFQ or the Project may be subject to public disclosure pursuant to R.C. 149.43.

CONTINGENCIES TO AWARD OF CONTRACT

The Township shall not be required to award a contract to any of the entities that submit a Statement of Qualifications in response to this RFQ. The Township shall, at the Township's sole and absolute discretion, determine which entity, if any, shall receive the award. Reasons for non-award of this contract may

include, but are not limited to, the Township's dissatisfaction of the submitted proposals, insufficient interest from contractors, withdrawal of one or more of the grants described above that are being used to fund the Project. Neither the Township nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. The Township reserves the right to obtain financial data or other supplemental information concerning the Contractors, if relevant.

SIZE OF STATEMENT OF QUALIFICATIONS

The total size of the Statement of Qualifications submitted to the Township under this RFQ should be no more than 35 pages, single-sided, in length. The Statement of Qualifications should be in Times New Roman (or similar style font) in 11-point or greater font size on 8.5" x 11" paper. If concept plans are provided in conjunction with the Statement of Qualifications, such concept plans can be sized for 11"x17" paper and will count for only 1 page. A digital copy shall be provided in PDF format and all information be one file. The size limitation for email submissions is 10 mb.

Questions should be directed to: Kimberly Brewster (kbrewster@crwp.org) via email only. The deadline to submit questions is Wednesday, May 5, 2021. A Question and Response document will be shared with all recipients of the RFQ by Monday, May 10, 2021.

SECTION F: SELECTION PROCESS

SCORING CRITERIA

The Contractor will be selected using a two-step best value selection process consisting of a qualifications phase (RFQ) and a request for proposal phase (RFP). The qualifications-based criteria for the RFQ is listed below. The Selection Team will then rank the proposals taking into account, but not limited to, the scoring criteria set forth below:

1. Experience and Qualifications of the Contractor
 - a. Qualifications the Contractor brings to the Project. (10%)
 - b. Number and quality of similar projects in past 5 years. (10%)
 - c. Demonstrate experience with Section 319 grant-funded projects. (10%)
 - d. Familiarity with local, state, federal requirements. (5%)
 - e. Location / Proximity of Project Team. (5%)
 - f. Ability to meet project schedule. (10%)
 - g. Written quality and clarity of proposal. (5%)
 - h. Licensures and other documentation. (5%)
2. Understanding of Project
 - a. Purpose and scope of the Project. (20%)
 - b. Pertinent issues and potential problems related to the Project. (20%)

Short List: Each firm responding to this RFQ will be evaluated and selected based on its qualifications and the qualifications and experience of the particular individuals identified as the candidate's proposed team for the Project. After evaluating the responses to this RFQ, the Township will select a short list of no fewer than three candidates that it considers to be the most qualified, except if the Township determines that fewer than three firms are qualified, it will only select the qualified firms.

Request for Proposals: The short-listed firms shall be sent a Request for Proposal ("RFP") that will invite the firms to submit pricing proposals containing their proposed preconstruction stage compensation,

construction stage personnel costs, itemized construction stage general conditions costs, construction stage contingency percentage, construction stage design fee percentage, design-build fee percentage and other information required by Ohio law. The short-listed candidates will also receive (i) form of the Agreement with the Township containing the contract terms and conditions (ii) set of the most recent criteria documents (iii) proposed Project schedule and (iv) other information deemed necessary by the Township. Any contract awarded under this invitation will be financed through the 319 Grant Program. No employee of the Ohio EPA, the US EPA or any departments or sub departments thereof shall be a party to this invitation for proposals or any resulting contract.

EXPERIENCE AND QUALIFICATIONS OF CONTRACTOR

This consists of a review of the professional services background and experience of the Contractor. Provide a history of the submitting organization, including the number of employees (identify professional staff and support staff), resumes or curriculum vitae, available facilities, and equipment. Related project experience, similar to the requested work, should be included in this section. Specify relevant experience with governmental entities. The Contractor should also provide a summary of performance for each project relevant to timeliness, actual performance and any savings or benefits that were provided to the agency. List any projects similar to the requested work with other governmental agencies. Specifically indicate projects funded by US EPA. List references for all similar projects previously completed. The Contractor shall demonstrate a familiarity with relevant local, state, and federal standards and requirements.

UNDERSTANDING OF THE PROJECT

The Contractor submitting a Statement of Qualifications shall concisely demonstrate a clear understanding of the project scope as well as their understanding of the project site's opportunities and limitations. Include a description of tasks or deliverables that you feel are missing from the RFQ, and which might be necessary to complete the project.

SELECTION CRITERIA

The Selection Team will review and evaluate all proposals submitted in response to this RFQ. The Township will consider whether all proposals submitted are complete and whether they meet all of the requirements outlined in the Request for Qualifications and the specific criteria for evaluating competitive proposals earlier detailed in this section.

The Township is not liable for any costs incurred by the Contractor in responding to this RFQ, or for any costs incurred in connection with any discussions or correspondences required for clarification of any subject contained in this RFQ. Any and all costs incurred in responding to this RFQ shall be the responsibility of the Contractor.

ATTACHMENT A

Ohio Environmental Protection Agency Clean Water Act Section 319(h) Grant Agreement



FY 2020 Section 319(h) Nonpoint Source Award Summary

Federal Awarding Agency	United States Environmental Protection Agency
Federal Award Date to Ohio EPA	August 12, 2020
CFDA Title & Number	Nonpoint Source Implementation, 66.460
Federal Award Number & Name	C997550020 - CWA Section 319(h) Nonpoint Source Implementation Program

Project Title	Smith Creek Restoration at Centerville Mills Park
Project Number	20(h)EPA-15/BAIN-FD31920
Project Start Date	October 1, 2020
Project Closure Date	September 30, 2023
Subrecipient	Bainbridge Township 17826 Chillicothe Road Chagrin Falls, Ohio 44023

Recipient Identification # 34-6000176

Project Representative	Jim Stanek, Service Director Bainbridge Township 17826 Chillicothe Road Chagrin Falls, OH 44023 (440) 543-9871 jstanek@bainbridgetwp.com
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Grantor	Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43216-1049
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Grant Coordinator	Martha Spurbeck Division of Surface Water Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43216-1049 614-644-2869
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Federal Amount	\$333,250
Local Match	Not Required of Subrecipient

Project Location	Geauga County
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Watershed/HUC	Headwaters Aurora Branch, 041100030302
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**OHIO ENVIRONMENTAL PROTECTION AGENCY
CLEAN WATER ACT SECTION 319(h)
GRANT AGREEMENT (GRANT CYCLE FFY 20)**

PREAMBLE

This Clean Water Act Section 319(h) Grant Agreement ("Agreement") is entered into by and between the Director of Environmental Protection ("Director") on behalf of the Ohio Environmental Protection Agency ("Ohio EPA") and Subrecipient as identified in the Award Summary which is attached to the front of this Agreement and incorporated by reference as if fully rewritten herein. This Agreement establishes the duties and obligations of Ohio EPA and Subrecipient (with Ohio EPA and Subrecipient together referred to as "the parties").

WHEREAS, Revised Code ("R.C.") 3745.01(C) and (E) authorize the Director to advise, consult, cooperate and enter into contracts or agreements with any other agencies of the state, the federal government, other states, interstate agencies, and persons and with affected groups, political subdivisions, and industries in furtherance of the purposes of R.C. Chapters 3704., 3714., 3734., 3745., 3751., 3752., 6109., and 6111., and to accept grants for water pollution control and water resource planning;

WHEREAS, Ohio EPA is the recipient of an FFY 20 Clean Water Act Section 319(h) Nonpoint Source Grant Award and serves in the capacity as a pass-through entity to provide a subaward to a subrecipient to carry out part of the Federal program; and

WHEREAS, Ohio EPA 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 Ohio EPA.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth in this Agreement, Ohio EPA and Subrecipient agree as follows:

**ARTICLE I
Award / Match**

1. (Award / Match)

- a. Pursuant to the terms and conditions of this Agreement, Ohio EPA hereby awards a Clean Water Act, Section 319(h), Nonpoint Source Grant, ("grant"), in the amount identified in the Award Summary as "Federal Amount," to Subrecipient, which amount shall constitute the sole and exclusive consideration offered or furnished by Ohio EPA for the performance of duties and obligations by Subrecipient.
- b. If required and identified in the Award Summary, Subrecipient shall provide a minimum of forty percent (40%) non-federal match monies for the project's total cost, as set forth in the Award Summary as "Local Match." Such match may consist of state or local in-kind services or funds.

- c. As used in this Agreement, the Federal Amount and the non-federal match monies if required, are together referred to as “award monies.”

ARTICLE II

Designees / Communications / Publications / Infringement

2. **(Subrecipient’s Designee)** Subrecipient shall coordinate all work with Ohio EPA 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 identified as such in the Award Summary. Subrecipient may designate different Project Representatives throughout the term of this Agreement by providing notification to the Ohio EPA Grant Coordinator.
3. **(Ohio EPA’s Designee)** Ohio EPA shall coordinate all work with Subrecipient through the Director or the Director's designee, which designee shall be known as the "Ohio EPA Grant Coordinator," who shall have the authority to evaluate Subrecipient’s performance under this Agreement and provide the necessary determinations, resolutions, approvals or denials specified in this Agreement. Given Ohio EPA’s responsibilities under state and federal law with respect to the work performed and award monies administered, Ohio EPA 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 Director or Ohio EPA Grant Coordinator. The initial Ohio EPA Grant Coordinator shall be the person identified as “Grant Coordinator” in the Award Summary. The Director, through the Division of Surface Water, may designate different Ohio EPA Grant Coordinators throughout the term of this Agreement by providing notification to the Project Representative.
4. **(Communications)** Except as provided elsewhere in this Agreement or as may be authorized or required by the Ohio EPA Grant Coordinator, all notifications, notices, requests, submittals, consents, payment requests, documentations, disclosures, information, reports, responses, and all other communications, pursuant to this Agreement, to the Project Representative or Ohio EPA Grant Coordinator, shall be by written, signed electronic communications compatible with that used by Ohio EPA. All such communications shall be effective upon the date of receipt by the addressed person.
5. **(Publications, Documents, Software, Events, and the Like)**
 - a. Subrecipient shall, at the request of the Ohio EPA Grant Coordinator, provide to Ohio EPA the number of copies requested, not to exceed three copies, of any documents, information, photographs, software and all other materials and property

prepared, developed, created or discovered by Subrecipient under or related to this Agreement, wherein award monies were expended in whole or in part.

- b. Ohio EPA and United States Environmental Protection Agency ("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:
 - i. The copyright in any work developed under this Agreement; and
 - ii. Any right of copyright to which Subrecipient purchased ownership with award monies.
- c. All products or publications published under this Agreement, wherein funded in whole or in part by award monies, (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 Ohio EPA 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 part or totally through a grant from the United States Environmental Protection Agency through an assistance agreement with the Ohio Environmental Protection Agency. The contents and views, including any opinions, findings, conclusions or recommendations, contained in this product or publication are those of the authors and have not been subject to any Ohio Environmental Protection Agency or United States Environmental Protection Agency peer or administrative review and may not necessarily reflect the views of the Ohio Environmental Protection Agency or the United States Environmental Protection Agency and no official endorsement should be inferred.

- d. Public announcements, regardless of media used, for workshops, conferences, demonstration days or other events, wherein funded in whole or in part by award monies, shall contain a statement that the workshop, conference, demonstration or other event has been funded through a grant from the United States Environmental Protection Agency through an assistance agreement with the Ohio Environmental Protection Agency.

6. **(Patent or Copyright Infringement)** Subrecipient shall report to the Ohio EPA Grant Coordinator promptly and in reasonable 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 by the Ohio EPA Grant Coordinator, all evidence and information in possession of Subrecipient pertaining to such suit or claim.

ARTICLE III **Dates / Performance**

7. (Execution, Effective and Project Closure Dates)

- a. 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.
- b. The project, as identified in Appendix A, Appendix B and as generally described in the attached portions of the grant application (which is also known as the Project Work Plan), with all such documents together referred to as "Project Documents," which are attached and incorporated by reference as if fully rewritten herein and hereby made a part of this Agreement, shall be completed on or before the Project Closure Date identified in the Award Summary. Notwithstanding the Project Closure Date, the last quarterly fiscal and semi-annual technical reports, responses pursuant to evaluations and Closing Reports shall be submitted by the dates set forth in this Agreement. The Project Closure Date shall not be extended except upon consent by the Project Representative and the Ohio EPA Grant Coordinator. Any such consent shall occur before the Project Closure Date. Ohio EPA shall have no responsibility to provide financial assistance to Subrecipient for work performed outside of the terms of this Agreement.

8. (Performance)

- a. 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 Ohio EPA, 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.
- b. Subrecipient shall be responsible for all of Subrecipient's business expenses related to this Agreement, including, but not limited to, computers, internet access, software, phone services and office space, and shall also be responsible for the required licenses, permits, employees' wages and salaries, benefits, 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.

- c. Pursuant to the Ohio EPA Grant Coordinator's prior review and comment, Subrecipient may subcontract and/or subgrant portions of the work or activities constituting the project. Subrecipient shall make all subcontracts and subgrants subject in all respects to the terms and conditions of this Agreement. Notwithstanding any subcontract or subgrant, Subrecipient shall be solely responsible for the obligations and the performance of work and activities constituting the project in accordance with the terms and conditions of this Agreement, including any repayment obligation. The work and activities to be performed by subcontractors or subgrantees shall not exceed or vary from the project without the prior consent of the Ohio EPA Grant Coordinator.
- d. Ohio EPA Grant Coordinator 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 Ohio EPA'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.
- e. All of the 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, rights and obligations hereunder, in whole or in part, without the prior 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 consent.
- f. Subrecipient shall be solely responsible for the hiring of all its employees.
- g. Ohio EPA 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 warrants 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. Where applicable, such persons are appropriately medically

monitored during the activities undertaken. Ohio EPA shall not be required to provide any training or hire, supervise, or pay any assistants to Subrecipient to perform or enable it to perform services required under this Agreement. As used in this Agreement, the terms "services" and "work" may be read interchangeably if the sense requires.

- h. If monitoring and environmental analysis activities are funded under this grant, Subrecipient shall submit a Quality Assurance Project Plan ("QAPP") to the Ohio EPA Grant Coordinator within ninety (90) days after the effective date of this Agreement unless an extension request has been submitted by the Subrecipient and approved by the Ohio EPA Grant Coordinator. Failure to provide a QAPP within the prescribed period may result in delayed processing of payment requests. Monitoring and analysis activities commenced under this Agreement prior to the submittal and approval of the QAPP by the Ohio EPA Grant Coordinator may be ineligible for reimbursement.

ARTICLE IV **Fiscal**

- 9. (Availability of Award monies)** 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 including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary award monies are available or encumbered and, when required, such expenditure of award monies is approved by the Controlling Board of the State of Ohio, or until such time that Ohio EPA provides Subrecipient with notice that such award monies have been made available to Ohio EPA by Ohio EPA's funding source. If Ohio EPA should learn that award monies are unavailable to meet its obligations set forth herein, Ohio EPA will use best efforts to promptly notify Subrecipient and this Agreement shall be deemed void *ab initio*.
- 10. (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 Ohio EPA by the Ohio General Assembly for this project. Unless terminated pursuant to this Agreement, this Agreement shall be renewed in each succeeding fiscal biennium in which any balance of sums payable by Ohio EPA under this Agreement remains 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 to payments beyond the Project Closure Date.

11. (Payments)

- a. The first payment shall not be made until all parties have executed this Agreement, and Subrecipient has submitted a statement to the Ohio EPA Grant Coordinator that Subrecipient is ready to begin work requiring the expenditure of award monies, the total non-federal match monies, if required, have been secured, and a payment request form with authorized electronic signature has been submitted to the Ohio EPA Grant Coordinator. Each succeeding payment shall not be made until the Ohio EPA Grant Coordinator determines that Subrecipient has demonstrated satisfactory fiscal and technical performance in compliance with this Agreement, as demonstrated by the quarterly fiscal and semi-annual technical reports required under this Agreement, and upon submittal of the payment request form with authorized electronic signature. The last ten percent (10%) of the total federal portion of the grant award shall only be reimbursed to Subrecipient upon satisfactory completion of the project and submission to the Ohio EPA Grant Coordinator of approvable Closing Reports and final payment request form, with authorized electronic signature.
- b. The amount of any one payment request shall not exceed the sum of prior eligible expenditures to be paid on a reimbursement basis for costs incurred and properly invoiced. If, at the time of payment request is made, Subrecipient has a cash balance from previous payments, the payment amount shall be reduced by the amount of the cash balance.
- c. Pursuant to Ohio Administrative Code 126-3-01, a payment request is not proper if it contains a defect or impropriety. A payment request shall include, but not be limited to: (i.) Subrecipient's name and federal employer identification number (or other appropriate identification); (ii.) the address to where payment is to be sent; (iii.) the Purchase Order number which authorizes the purchase of services; (iv.) a description of the services performed and total hours worked; (v.) the signature of Subrecipient's Chief Fiscal Officer, or an equivalent person, certifying that to the best of his/her knowledge and belief, the information contained in the payment request is correct, all expenditures support the work described, the requested is valid, and the work performed is consistent and compliant with this Agreement; and (vi.) such other information as may be reasonably required by the Ohio EPA Grant Coordinator. Upon receipt of a proper payment request and approval of such request by the Ohio EPA Grant Coordinator, a voucher for payment shall be processed. The Ohio EPA Grant Coordinator shall notify Subrecipient of any defect or impropriety of a payment request.

12. **(Working Capital Advance Payment)** Subject to the approval of the Ohio EPA Grant Coordinator, 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 of the purpose of the project. Subsequent requests shall be limited to payment for costs incurred and 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.

- 13. (Unspent Award monies)** Upon expiration or termination of this Agreement, the Ohio EPA Grant Coordinator shall invoice Subrecipient for all unspent award monies. Within thirty (30) days after the invoice date, Subrecipient shall return all unspent award monies to Ohio EPA pursuant to a check marked "Fund 3BU Unspent Award Monies from Grant No. ___", made payable to the Treasurer of the State of Ohio and mailed to:

Ohio EPA
Office of Fiscal Administration
P.O. Box 1049
Columbus, Ohio 43216-1049

- 14. (Program Income)** Program income earned during the project period shall be reported on the quarterly fiscal reports and closing fiscal summary and shall be deducted from the project's total costs eligible for reimbursement.
- 15. (Interest Accrual)**
- a. Subrecipient may deposit award monies in insured interest bearing or insured non-interest-bearing accounts. Subrecipient shall document any interest accrued on award monies under the federal portion of the quarterly fiscal report and fiscal portion of the Closing Reports required under this Agreement.
 - b. Any interest accrued on award monies shall be administered pursuant to 2 CFR 200.305, in that Subrecipient shall promptly, but at least annually, remit to Ohio EPA interest earned on advances. Subrecipient may keep interest amounts up to five hundred dollars (\$500.00) per calendar year for administrative expenses.
- 16. (Administration, Expenditures of Award monies)** Administration, including but not limited to expenditures of award monies shall be pursuant to and consistent with, this Agreement.
- 17. (Expenditures Prior to Effective Date of this Agreement)** 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 Ohio EPA 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.

- 18. (Cost Incurred in Preparation of the Grant Application and Revisions or Modifications Thereof)** Cost incurred in the preparation of the grant application and any revisions or modifications thereof are not allowable, allocable, or reasonable costs.

ARTICLE V **Records /Audit**

- 19. (Separate Accounting)** All award monies 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 (“GAAP”) and Ohio EPA directives.
- 20. (Time Accounting Codes)** If required by the Ohio EPA Grant Coordinator, 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 monies being used to support the coded activity.
- 21. (Supporting Records)** Subrecipient shall be responsible for the receipt and the expenditure of award monies and for maintaining adequate supporting records and documentation for award monies received and expenditures made, consistent with GAAP. 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. An 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 monies;
 - c. Control and accountability for all award monies, property and other assets and written assurance that award monies are used solely for the authorized purpose and are allowable, allocable, and reasonable costs.
 - d. A comparison of actual costs versus budgeted costs;
 - e. Procedures for determining allowable, allocable, and reasonable costs; and
 - f. A systematic method to resolve audit findings and recommendations.

- 22. (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.
- 23. (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 22 of this Agreement, Subrecipient shall provide Ohio EPA, 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 access to and the right to examine and copy, or if requested, shall submit to Ohio EPA within two (2) weeks following such request, any books, documents, papers and records of Subrecipient involving transactions or other activities related to this Agreement.
- 24. (Audit)**
- a. Subrecipient shall comply with the audit requirements of 2 CFR 200 Subpart F, and by June 15 of each year notify Ohio EPA if such audit is required and provide to Ohio EPA, within the time instructed, all documents or information requested.
 - b. Notwithstanding Paragraph 24.a of this Agreement, Ohio EPA 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 Ohio EPA, and follow up on such findings as directed.
- 25. (Evaluations)** The Ohio EPA Grant Coordinator shall evaluate the project to determine if sufficient progress is being made by examining the performance required under this Agreement in conjunction with the milestone schedule, the time remaining for performance within the project period, the availability of award monies necessary to complete the project, and such other criteria as the Ohio EPA Grant Coordinator deems relevant. After any evaluation, the Ohio EPA Grant Coordinator may transmit to Subrecipient an evaluation report and may require responses from Subrecipient. If responses are required, Subrecipient shall submit its response within thirty (30) days of its receipt of the evaluation report. Failure to respond within thirty (30) days may result in delayed processing of payment requests.

- 26. (Quarterly Fiscal and Semi-Annual Technical Reports)** Subrecipient shall submit the quarterly fiscal and semi-annual technical reports summarizing project activities before the thirtieth (30th) day following the quarter or semiannual period, respectively. Subrecipient shall use the most recent reporting format provided by Ohio EPA, which may include online computerized reporting in a program to be determined by Ohio EPA. Failure to submit required reports will result in delayed processing of payment requests and may constitute grounds for suspension or termination of this Agreement.
- 27. (Closing Reports)** Closing fiscal summary and technical reports (together referred to as "Closing Reports") shall describe all fiscal and technical activities and accomplishments during the term of this Agreement. The Closing Reports shall integrate and add to all previously submitted fiscal and technical reports. Closing Reports shall use the most recent reporting format provided by Ohio EPA and shall be submitted within forty-five (45) days after the Project Closure Date or ninety (90) days before the end of the federal grant period, whichever is earlier. Notwithstanding any other condition of this Agreement, Closing Reports shall be submitted to the Ohio EPA Grant Coordinator.

ARTICLE VI **SUSPENSION OR TERMINATION OF AGREEMENT**

- 28. (Suspension or Termination of Agreement by Director)** The Director, by providing notice to Subrecipient, may 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 monies provided under this Agreement, including interest which may have accrued on such monies, if in the Director's judgment:
- a. Subrecipient failed to comply with or satisfactorily perform any duty or obligation required by this Agreement;
 - b. Subrecipient has not shown the ability to perform in a satisfactory manner in the future, including but not limited to, failure to ensure reasonable completion of the project within the project period;
 - c. Subrecipient has not complied with federal or state laws, rules, or regulations;
 - d. The effective performance of this Agreement is substantially endangered;
 - e. There is an unavailability of funds from Ohio EPA's funding source, whether an appropriation or otherwise; or
 - f. Upon other just cause as determined by the Director.

29. **(Cessation of Work/Report)** Subrecipient upon receipt of a notice of suspension or termination shall immediately cease work on the suspended or terminated activities and take all necessary and appropriate steps to limit expenditures and minimize costs, and shall within thirty (30) days of receipt of such suspension or termination notice, submit a report that identifies and details the work performed to that date, accomplishments, evaluation of Project Work Plan activities, and such other matters as may be required by Ohio EPA.
30. **(Payment of Services)** Subrecipient shall be paid for services rendered up to the date Subrecipient received the 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 Ohio EPA for which Subrecipient has not rendered services or cannot support such payment with detailed factual data, shall be refunded to Ohio EPA.
31. **(Delivery of Work Products and Documents)** In the event this Agreement is terminated prior to its completion, Subrecipient, upon payment as specified herein, shall deliver to Ohio EPA all work products and documents which have been prepared by Subrecipient in the course of providing services under this Agreement. All such materials shall become and remain the property of Ohio EPA, to be used in such manner and for such purpose as Ohio EPA may choose.
32. **(Waiver of Additional Compensation)** Subrecipient agrees to waive any right to, and shall make no claim for, additional compensation against Ohio EPA by reason of such suspension or termination.
33. **(Termination of Agreement by Subrecipient)** Subrecipient may terminate this Agreement upon receipt by Ohio EPA of thirty (30) days prior notice, whereupon termination shall be administered as if commenced by Ohio EPA.
34. **(Mutual Termination)** Upon mutual 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 request for payment which shall be reviewed pursuant to this Agreement.
35. **(Legal and Equitable Remedies.)** The Director reserves the right to seek all other legal and equitable remedies.

ARTICLE VII
LIABILITY

36. (Liability)

- a. Each party agrees to be responsible for any and 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, Ohio EPA's liability to Subrecipient for damages, whether in contract or in tort, shall not exceed the total Federal Amount of award monies 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 Ohio EPA's, an Ohio EPA employee's, or the State's failure to perform under this Agreement shall be as set forth in this Paragraph. In no event shall Ohio EPA, any Ohio EPA employee, or the State of Ohio 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, Ohio EPA, or Ohio EPA 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, successor's or assign's fault or negligence. Ohio EPA 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.

ARTICLE VIII **DEBARMENT**

37. (Federal Debarment)

- a. By entering into this Agreement, Subrecipient represents and warrants to Ohio EPA, 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 representation and warranty be deemed to be false, this Agreement shall be void *ab initio* and any funds paid pursuant to this Agreement shall be immediately repaid to Ohio EPA or an action may be immediately commenced by the State of Ohio or U.S. Government for recovery of said funds.
- 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.

- 38. (State Debarment)** Subrecipient represented and warrants that it is not debarred from consideration for contract 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 Ohio EPA any Federal Amount award monies paid under this Agreement.

ARTICLE IX **U.S. EPA General Terms and Conditions**

- 39. (U.S. EPA General Terms and Conditions)** Subrecipient shall comply with the applicable U.S. EPA General Terms and Conditions, which are incorporated by reference as if fully rewritten herein, which may be found at:
<https://www.epa.gov/grants/grant-terms-and-conditions>.

ARTICLE X **Agreement**

- 40. (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 consent by the parties to this Agreement, provided that any such modification, amendment, supplementation or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon Ohio EPA'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.
- 41. (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.
- 42. (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.
- 43. (Incorporation by Reference and Current Version and Amendment Thereof)** 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, or regulation, such law, statute, rule, or regulation is hereby incorporation by reference as if fully rewritten herein as it exists at the effective date of this Agreement and as such law, statute, rule, or regulation, may from time to time be amended during the term of this Agreement.

ARTICLE XI **Executive Orders**

- 44. (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. Further, Subrecipient

shall not use 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 Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors the goods and services acquired under this Agreement.
- c. State of Ohio Executive Order 2019-12D, signed March 5, 2019, provides that no State Cabinet Agency, Board or Commission shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by Ohio EPA and services provided by subrecipients and any subcontractors. Subrecipient affirms that it has read, understands, and will abide by the requirements of this State of Ohio Executive Order and shall disclose to the Ohio EPA Grant Coordinator:
 - i. The location(s) where all services are to be performed by Subrecipient or any subcontractor;
 - ii. The locations(s) where any state data associated with any of the services to be provided or sought to provide, will be accessed, tested, maintained, backed-up or stored;
 - iii. Any change in the location of any services being provided by Subrecipient or any subcontractor; and
 - iv. The principal business location of Subrecipient and any subcontractor.

ARTICLE XII **Prohibitions / Compliance**

- 45. (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 Ohio EPA to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other contracts or agreements.
- 46. (Nondiscrimination / Written Affirmative Action Plan)**
 - a. Pursuant to R.C. 125.111 and 4112.02, Subrecipient, its employees, and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, military status, sex, age, ancestry, national origin, or disability

against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement, nor shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, military status, sex, age, ancestry, national origin, or disability

b. Written Affirmative Action Plan

- i. R.C. 125.111(B) provides that all contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.
- ii. Subrecipient affirms that it has read and understands the Revised Code sections cited in Paragraph 46.b.i. of this Agreement and, if applicable, shall abide therewith in the performance of this Agreement.

47. (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.

48. (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 work places 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.

49. (Statutory Conflicts and Contributions)

- a. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if this Agreement would be or is in conflict with, R.C. 3517.13, R.C. 127.16, or R.C. Chapter 102.
- b. By entering into this Agreement, Subrecipient warrants 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.

50. (Lobbying)

- a. Subrecipient shall not use any award monies 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.
- b. Subrecipient shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying, and the Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352).

51. (Soliciting Donations) Subrecipient shall not use any award monies to solicit donations or memberships to Subrecipient's organization.

52. (Self-Promotion) 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 by the Ohio EPA Grant Coordinator.

53. (Conflicts of Interest)

- a. 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 his or her duties and obligations with respect to this Agreement.
- b. 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 Ohio EPA Grant Coordinator. Thereafter, said person shall not participate in any action affecting the work under this Agreement, unless the Ohio EPA Grant Coordinator determines that, in light of the personal interest disclosed, participation in any such action would not be contrary to the public interest.
- c. By entering into this Agreement, Subrecipient 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 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.
- d. In the performance of this Agreement, any of the persons enumerated in this Paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the Ohio EPA Grant Coordinator. Thereafter, such

person(s) shall not participate in any action affecting any work under this Agreement.

- 54. (Certification Against Unresolved Findings for Recovery)** Subrecipient 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 funds paid under this Agreement.
- 55. (Compliance)** In the performance of the duties and obligations under this Agreement, Subrecipient shall comply with all applicable:
- a. State of Ohio Executive Orders and
 - b. Ohio Department of Commerce Prevailing Wage Guidelines regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto.
- 56. (Federal Assurances)** Subrecipient shall, as applicable:
- a. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance under certain conditions;
 - b. Comply with environmental standards which may be prescribed pursuant to the following: (i) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (ii) notification of violating facilities pursuant to Executive Order 11738; (iii) protection of wetlands pursuant to Executive Order 11990; (iv) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (v) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (vi) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (vii) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (viii) protection of endangered species under the Endangered Species Act of 1973, as amended (P L. 93-205);
 - c. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers systems;

- d. Assist Ohio EPA in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.);
- e. Comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP);
- f. Comply with provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"); and
- g. Comply with the Age Discrimination Act of 1975 (29 U.S.C. §§ 6101- et seq.).

57. (Compliance with Laws Not Listed) Subrecipient 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 Agreement.

ARTICLE XIII **Miscellaneous**

58. (Maintenance of Best Management Practices) If the installation of best management practices ("BMPs") is funded under this Agreement, within ninety (90) days after the effective date of this Agreement Subrecipient shall provide the Ohio EPA Grant Coordinator with documentation of:

- a. The anticipated useful life period, in terms of years, of the BMPs, and
- b. Assurances that the BMPs will remain in place and be properly operated and maintained throughout the anticipated 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 Ohio EPA Grant Coordinator, for reimbursement under this Agreement.

59. (False Claims) Subrecipient shall promptly refer to the United States Environmental Protection Agency'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 monies.

- 60. (Procurement)** Subrecipient shall have and use documented procurement procedures, consistent with State and local laws, regulations, rules and ordinances, and the general procurement standards of 2 CFR 200.318, for the acquisition of property or services under this Agreement. In addition, Subrecipient's documented procurement procedures shall conform to the procurement standard identified in 2 CFR 200.317 through 200.327 and the prohibition of 2 CFR 200.216 regarding certain telecommunications and video surveillance services or equipment
- 61. (Mailing List)** If requested, Subrecipient shall include the Ohio EPA Grant Coordinator on all project mailing lists and mailings.
- 62. (Workshops)** Subrecipient shall be notified of and shall attend all Ohio EPA 319 workshops scheduled after Project Start Date.
- 63. (Documents to be Submitted at time of Signature)** Notwithstanding any other provision of this Agreement, at the time Subrecipient signs this Agreement and submits this Agreement to Ohio EPA for signature by the Director, Subrecipient shall submit the following documents:
- a. Subrecipient's Travel and Reimbursement Policy, if travel is included in the approved grant budget;
 - b. A copy of a written code of standards of conduct governing the performance of Subrecipient and its employees engaged in the award and administration of contracts; and
 - c. A copy of Subrecipient's contract/procurement procedures and policies.

Agreements submitted without the above documents shall be considered incomplete.

- 64. (Federal Requirements Specific to this Grant)**
- a. Subrecipient shall report such information as is required by the Ohio EPA Grant Coordinator for Ohio EPA to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis.

Pursuant to 40 CFR, Section 33.301, Subrecipient shall make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this Agreement, and require that subcontractors, if any, also comply. Records documenting compliance with the six good faith efforts shall be retained and:

- i. Ensure Disadvantaged Business Enterprises (“DBE”) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This shall include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - ii. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs 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.
 - iii. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - iv. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - v. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce, and their Ohio counterparts.
 - vi. Require subcontractors, if any, to take the steps in paragraphs (i) through (v) of this section.
- b. Subrecipient shall provide signage that informs the public that the project is funded in part or totally through a grant from the United States Environmental Protection Agency through an assistance agreement with the Ohio Environmental Protection Agency. The signage shall contain the United States Environmental Protection Agency and Ohio Environmental Protection Agency logos. Information describing the design, placement and materials for each sign shall be submitted to the Ohio EPA Grant Coordinator for review and comment.
 - c. Subrecipient shall notify the Ohio EPA Grant Coordinator of public or media events publicizing the accomplishment of significant events related to construction projects as a result this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least fifteen (15) prior working days' notice of such events.
 - d. If the Subrecipient's network or information system is connected to U.S. EPA networks to transfer data using systems other than the Environmental

Information Exchange Network or U.S. EPA's Central Data Exchange, then Subrecipient shall ensure that any connections between Subrecipient's network or information system and U.S. EPA networks used by the Subrecipient to transfer data under this Agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an U.S. Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If Subrecipient connections as defined above do not go through the Environmental Information Exchange Network or U.S. EPA's Central Data Exchange, the Subrecipient shall contact the U.S. EPA Project Officer and work with the designated 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 the recipient into systems operated and used by U.S. EPA's regulatory programs for the submission of reporting and/or compliance data.

- e. Subrecipient shall inform the Ohio EPA Grant Coordinator, within a time period established by the Ohio EPA Grant Coordinator, of any contact with the U.S. EPA Project Officer.
- f. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

65 Subrecipient shall disclose, in a timely manner, to the Ohio EPA Grant Coordinator all violations of Federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting this grant. Subrecipient may also have to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

By signing below, Subrecipient warrants that the specific information detailed in this Agreement, including the Project Work Plan contained in the Grant Application, 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 planning, management and completion of the project described in the Project Work Plan.

By signing below, Subrecipient further warrants that Subrecipient has been advised of the requirements imposed upon Subrecipient by federal and state laws, regulations, rules, and the provisions of this Agreement, as well as any supplemental requirements imposed by Ohio EPA.

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.

Janice S. Sugarman
(Subrecipient's Signature)

10-14-2020
(Date)

JANICE S. SUGARMAN
(Print Name)

FISCAL OFFICER
(Print Title)

E-SIGNED by Laurie Stevenson
on 2020-12-07 15:54:20 GMT

2020-12-07 15:54:20 UTC

Laurie A. Stevenson, Director
Ohio Environmental Protection Agency

(Date)

APPENDIX A-Project Deliverables
Bainbridge Township
Smith Creek Restoration at Centerville Mills Park
20(h)EPA-15

Objectives	Deliverables	Deliverable Units	Description
Stream Restoration	Publish RFPs	1 RFP	Successful completion of this project will restore approximately 750 feet of flood plain
	Develop Project Plans or Design Documents	1 Plan	
	Execute Planning, Design and/or Construction Contract	1 Contract	
	Restore Flood Plain	750 Linear Feet	
Streambank and Riparian Restoration	Restore Streambank Using Bio-Engineering	750 Linear feet	Successful completion of this project will remove approximately 0.25 acres of invasive species and plant approximately 1 acre of trees, shrubs and/or live stakes in riparian areas.
	Remove/Treat Invasive Species	0.25 Acres	
	Plant Trees, Shrubs and/or Live Stakes in Riparian Areas	1 Acre	
	Publish RFPs	1 RFP	
Dam Modification or Removal	Develop Project Plans or Design Documents	1 Plan	Successful completion of this project will modify and/or remove approximately 750 linear feet of eroding bank along Lake Paterek
	Execute Planning, Design and/or Construction Contract	1 Contract	
	Modify Dam	1 Dam	
	Publish RFP	1 RFP	
Wetland Restoration and/or Protection	Complete Wetland Delineation Report	1 Report	Successful completion of this project will remove approximately e acres of invasive species. Following a period after dewatering, seeding and selective planting of native riparian and wetland species will occur within the dewatered lake.
	Develop Project Plans or Design Documents	1 Plan	
	Execute Planning, Design and/or Construction Contract	1 Contract	
	Treat/Remove Invasive Species	3 Acres	
	Plant Wetland Species	3 Acres	
	Remove Drainage Tile	0.25 Acre	
	Develop Press Release	1 Press Reselease	
	Create/Maintain Website	2 Websites	
Project Specific Education & Outreach	Install Project Sign	1 Sign	Project will be supported with an education and outreach component that will include activities such as developing press release, creating/maintaining websites, installing a project-specific sign, etc.
	Other: Project highlight in Chagrin River Watershed Partners Annual Report	1 Article	
	Other: Presentation on project at Chagrin River Watershed Partners Board of Director's meeting	1 Presentation	
	Reduce Nitrogen Loadings	363 Pounds/year	
	Reduce Phosphorus Loadings	182 Pounds/year	
	Reduce Sediment Loadings	182 Tons/year	
Estimated Load Reductions	Submit semi-annual Technical Reports	6 Reports	Estimated load reductions
	Submit quarterly Fiscal Reports	12 Reports	
Project Reporting	Submit closing Fiscal Report	1 Report	Submit required reports to Ohio EPA at specified intervals
	Submit closing Technical Report	1 Report	

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APPENDIX B-Approved Budget

Bainbridge Township

Smith Creek Restoration at Centerville Mills Park
20(h)EPA-15

Budget Form Worksheets

Category	Category Totals
Personnel	\$0
Fringe	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Contractual	\$333,250
Other	\$0
Cost Share	\$0
Indirect	\$0
Total	\$333,250

Budget By Funding Source

Category	Federal	Local	Category Totals
Personnel	\$0	\$0	\$0
Fringe	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$333,250	\$0	\$333,250
Other	\$0	\$0	\$0
Cost Share	\$0	\$0	\$0
Indirect	\$0	\$0	\$0
Total	\$333,250	\$0	\$333,250

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APPENDIX B-Approved Budget

Bainbridge Township

Smith Creek Restoration at Centerville Mills Park
20(h)EPA-15

Subcontractual Subform

Amount	Justification
1 \$60,000.00	Costs associated with hiring a qualified firm to complete approximately 480 hours at approximately \$125/hour of project design and permitting services. Costs include but are not limited to survey, restoration design, construction staking, hydrologic and hydraulic studies and preparing/submitting federal and state permit applications.
2 \$100,000.00	Costs associated with hiring a qualified firm to complete approximately 750 linear feet at approximately \$133/LF of earthen embankment along the western streambank of Smith Creek will be graded to the level of the lake bed.
3 \$160,000.00	Costs associated with hiring a qualified firm to complete approximately 750 LF at approximately \$213/LF of stream and wetland restoration. Costs include but are not limited to site mobilization and staging, materials, sediment and erosion control, invasive plant treatment, riparian and wetland vegetative plantings and installation.
4 \$13,250.00	Costs associated with hiring a qualified firm to complete approximately 250 hours at approximately \$53/hr of grants management and educational outreach activities.
\$333,250.00	SUBTOTAL

All contracts must be compliant with the requirements set forth in 2 CFR Part 200. To fully understand the requirements, please review and become knowledgeable of, the regulations, including but not limited to 2 CFR 200.318-326.

*Compliance with Phase II stormwater regulations may be necessary during project implementation. Be advised that federal guidelines require that no 319 grant or local matching funds may be used to pay for Stormwater Phase II compliance.

ATTACHMENT

**GRANT
APPLICATION**

(or applicable portions)



Section 319(h) Nonpoint Source Program Grant Application

Ohio Environmental Protection Agency State of Ohio Environmental Protection Agency
Division of Surface Water

Part One: Sponsor Information and Project Overview

Project Sponsor Information

Sponsoring Organization: Bainbridge Township

Mailing Address: 17826 Chillicothe Road

City: Chagrin Falls

State: OH

Zip+4: 44023

Phone: (440) 543 - 9871

Ohio Congressional District Number: 14

Federal Tax Identification #: 34-6000176

Dun and Bradstreet 9-digit #: 025399577

Project Representative: Jim Stanek, Service Director

Mailing Address: 17826 Chillicothe Road

City: Chagrin Falls

State: OH

Zip+4: 44023

Phone: (440) 543 - 9871 x 6302 Email: JStanek@bainbridgetwp.com

Project Title: Smith Creek Restoration at Centerville Mills Park

Total 319 Funds Requested: \$ 333,250

Is the project in a watershed with an approved 9-element plan or AMDAT?

Yes No

Estimated Project Start Date: 7 / 1 / 2020

Completion Date: 6 / 30 / 2023

Project Site County: Geauga

Project Site Township: Bainbridge

Coordinates of Site(s) (Lat/Long): 41.348661, -81.336702

Address of Site Entrance(s): 8558 Crackel Road, Bainbridge Township, Geauga County, Ohio

Sponsor Authorization

To the best of my knowledge and belief, all data and information contained in this project application are true, current and correct. This application package is duly authorized by the following governing body:

Authorized Individual Name: Kristina O'Brien

Title: Bainbridge Township Trustee

Authorized Individual Signature:

Date: 3/13/2020

Supplemental Information

- Is the proposed project site within the Lake Erie watershed? Yes No
- Is the project in the Western Lake Erie Basin? Yes No
- If your watershed is not presently covered by an approved 9-element watershed plan, will you be preparing or updating an existing HUC-12 watershed plan that will meet U.S. EPA's 9-elements? **N/A**
- Is the project site within a specifically identified critical area specifically identified in an approved 9-element watershed plan or AMDAT? Yes No
- Does the proposed project incorporate the use of Lake Erie tributary dredge materials? Yes No
- Does the proposed project reduce sediments or nutrients, or substantially restore habitat? Yes No
- Is the proposed project ready to proceed in the 2020 construction season? Yes No
- Are overhead and administrative costs less than 10 percent of the total cost? Yes No
- Is the project site within an impaired intermittent or perennial waterway? Yes No
- Does the proposed project include project specific education and outreach? (USEPA requires a sign at the project site acknowledging that this project was financed in part or totally through a grant from the Ohio Environmental Protection Agency and the United States Environmental Protection Agency, under the provisions of Section 319(h) of the Clean Water Act.) Yes No

READINESS TO IMPLEMENT

- This project can be implemented/finished **within 1 year of the executed agreement start date.** Yes
- This project can be implemented/finished **within 2 years of the executed agreement start date.** Yes
- This project will be implemented/finished **within 3 years of the executed agreement start date.** Yes
-
- Desire to remain eligible for funding if the project is not initially selected for this year's Section 319 funding? Assumes the project meets eligibility criteria and may require implementation in a shorter time than the standard three-year period. (**Willingness to remain eligible on the READY TO IMPLEMENT-WAIT LIST**) Yes

Project Watershed

Selected projects MUST be within a watershed that has either an approved TMDL or state-endorsed watershed action plan.

Watershed Name: Headwaters Aurora Branch

USGS Hydrologic Unit Code (please use the new 12-digit HUC) 04110003 03 02

Does this watershed have an endorsed watershed action plan or a completed TMDL?

9-Element Watershed Plan¹ Yes No TMDL with 9-element implementation or AMDAT plan? Yes No

Project Type

Characterize your project using the following general categories. If proposing more than one project type (for example, stream restoration and agricultural BMP projects), select each category that applies.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Stream Restoration or Dam Removal | <input type="checkbox"/> Inland Lake Restoration (public only) |
| <input checked="" type="checkbox"/> Streambank Stabilization | <input checked="" type="checkbox"/> Riparian Restoration |
| <input type="checkbox"/> Wetland Restoration | <input type="checkbox"/> Acid Mine Drainage Abatement (Eligible only in watershed with an approved AMDAT plan ² ?) |
| <input type="checkbox"/> Nutrient and Sediment Reduction | <input type="checkbox"/> Storm Water Management |

¹ A watershed plan that meets the 9-elements identified by U.S. EPA must be in place and approved by Ohio EPA and U.S. EPA BEFORE a project may be recommended for funding. Such plans DO NOT have to be in place at the time of application.

² Acid mine drainage projects in watersheds with approved Acid Mine Drainage Abatement and Treatment Plans (AMDAT) are not required to have 9-element plans in place. U.S. EPA determined that AMDATs meet the equivalent to 9-element plans.

Environmental Benefits of Project

Choose ONLY ONE of the following that best characterizes the environmental benefit most likely resulting if the proposed project is successfully implemented.

- Project designed to ELIMINATE impairments.
 Project designed to RESTORE impaired waters.
 Project designed to REDUCE NPS pollution.
 Project PREVENTS NPS pollution.
 Other (specify below)

Causes of Impairment Addressed

Choose ONLY ONE of the following that best characterizes the cause of impairment that will be most directly addressed if the proposed project is successfully implemented.

- Project addresses habitat or hydromodification impairments.
 Project addresses silt and/or sediment impairments.
 Project addresses nutrient-caused impairments.
 Project addresses impairments caused by acid mine drainage.
 Project addresses impairments caused by other NPS sources. (specify below)

Total Load Reduction Estimates

U.S. EPA requires all Section 319 grant (and sub-grant) recipients to report NPS load reductions that occur as a result of grant-funded implementation projects. Provide load reduction estimates for the applicable pollutants listed below (that will be provided by your project), using only the units of measurement provided (where listed). This section must not be left blank—if you are unable to calculate load reduction estimates please contact Rick Wilson in Ohio EPA's NPS program at (614) 644-2032. This total estimate is a sum of all practices described in the workplan narrative that follows and their estimated load reductions.

Nitrogen (pounds/year)	363.4	Metals (pounds/year)
Phosphorus (pounds/year)	181.7	Acid (pounds/year)
Sediment (tons/year)	181.7	Iron Loadings (pounds/year)

U.S. EPA Load Reduction Model Used (check appropriate box)

- StepL Region 5 Other (specify)

Section 319(h) Subgrant Application Checklist

Prior to completing and submitting your completed application, please review the following checklist carefully. It contains a listing of ALL items that are required when submitting an application for Section 319 subgrant funding.

- Part ONE: Section 319 IMPLEMENTATION Project Subgrant Application Cover Sheet and Project Sponsor and Contact Information.
- Part TWO: Section 319 Subgrant Detailed Project Workplan Narrative that provides sufficient detail on the “who, what, where, when and how” of your project. A separate narrative must be completed for each type of project requested in your subgrant application along with an estimated load reduction table for each type of project.
- Part THREE (A): Project Deliverables Worksheet. Select, complete and attach the Deliverables Worksheet(s) that most closely aligns with the type(s) of project you are proposing. Worksheets that do NOT apply to your project(s) should be discarded and NOT included in your final application package.
- Part THREE (B): Project-Specific Outreach Deliverables Worksheet. ALL Section 319 Subgrant applicants MUST include a completed Project-Specific Outreach Deliverable Worksheet.
- Part FOUR (A): Project Grant Budget. ALL Section 319 subgrant applicants must include a completed detailed grant budget. If requesting more than one project in the same application, a separate budget must be completed for EACH project included in your application.
- N/A** Part FOUR (B): Personnel Roster Worksheet. ALL applicants requesting Section 319 grant funding to support personnel costs MUST complete and attach a Personnel Roster Worksheet.
- Part FOUR (C): Sub-Contractual Worksheet. ALL applicants proposing to sub-contract any or all of the activities associated with their project to a third-party MUST complete and attach a Sub-Contractual Worksheet.

Part Two: Section 319 Grant Project Work Plan

In this section of the Section 319 grant application, you are telling Ohio EPA what you intend to do with grant funding—please be thorough. Provide a detailed description of the proposed project, including all specific actions that will be conducted to ensure that it is successfully implemented. At a minimum, be sure to include the “who, what, where, when, and how” the project will be completed.

In general, ALL project work plan narratives should include the following:

- A statement identifying the nonpoint source pollution and/or problem(s) that your project is designed to address. Please include estimated pollutant load reduction estimates that will result from your project. If you are unable to calculate a load reduction estimate, contact Rick Wilson in Ohio EPA’s NPS program at (614) 644-2032.
- A detailed description of the project site, including location, environmental conditions, accessibility, ownership, etc.
- Any relevant maps such as USGS quadrangle maps etc.
- A project schedule and timeline that describes and/or illustrates the sequence of events that will be completed in order to ensure project success.
- If subcontracting is involved, a description of the system that will be used to select subcontractors and how inspections will be completed to ensure that work is properly completed by subcontractors.
- A listing of all activities that will be completed, including intermediate deliverables such as design documents, permit applications, contracts, etc.
- A description of project partners, if applicable. Who will be doing what parts of the project?
- Relevant project photos that identify the before condition of the project site.
- Drawings and/or design documents that depict what the project site will look like after project completion. (if available).
- If applicable, a description of any tools that will be used to permanently protect a restored project site (such as easements, etc.).
- A description of the required public information and education activities that will be completed to inform the public about the project.
- A description of how the success of your project will be measured.

If your project will include cost-share practices such as an agricultural BMP, following must also be included (in sufficient detail) in your application:

- Method(s) for identifying areas of known problems.
- Method(s) for focusing practices in specific problem areas.
- Maximum amount and percentage of cost-share for each practice.
- Process for prioritizing cost-share participants.
- Process for certifying satisfactory installation PRIOR to making payment to landowner.
- Method for insuring that agricultural BMPs will be maintained properly (inspection, operation and maintenance agreements, etc.).

Applicants should be sure to include ANY pertinent information that will help Ohio EPA grant reviewers to better understand what you are proposing to accomplish if Section 319 grant funds are awarded to your organization.

Detailed Project Work Plan

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for each of the three projects. Each project description should be highly detailed, however please try to limit it to no more than four pages in length. *(This section will expand to fit the space needed. Photos, maps or other documents should be included in a separate attachment/referenced appendix.)*

PROJECT NEED: Bainbridge Township proposes to modify and/or remove approximately 750 linear feet of eroding embankment

along Lake Paterek and restore at least 750 linear feet of Smith Creek which is channelized and hydrologically disconnected to its floodplain along the lake embankment at Centerville Mills Park, a public park (Attachment A: Site Photographs). Smith Creek is a direct tributary to the Aurora Branch of the Chagrin River and located in the Headwaters Aurora Branch 12-digit HUC watershed (12-digit HUC: 04110003-03-02). Restoration of Smith Creek will improve the hydrologic function and habitat quality of the stream at the project site and provide water quality benefits to downstream reaches of Smith Creek, a coldwater stream, and the State Scenic Aurora Branch of the Chagrin River.

This project will be completed on two parcels owned by Bainbridge Township near the intersection of State Route 306 (Chillicothe Road) and Crackel Road in Bainbridge Township. The restored areas will be protected through an already existing conservation easement at the project site held by Western Reserve Land Conservancy (WRLC); WRLC has indicated support for the proposed restoration activities at the site (Attachment H: Letter of Support). The site is a public park owned and managed by Bainbridge Township (Attachment B: Project Area USGS Topographical Map; Attachment C: General Area and Watershed Map).

Near the mouth of Smith Creek (RM 0.4 – 0.6), there is a former YMCA camp now maintained by Bainbridge Township as Centerville Mills Park. At this site, Smith Creek drains approximately 10.7 square miles of land; this drainage area is approximately 58.9% forested and 27.0% developed land with an average 3.5% impervious area (Source: USGS StreamStats). Smith Creek is currently channelized along 750 feet of earthen embankment of Lake Paterek, a 7-acre off-line lake created at the site of a former mill and named after a former YMCA camp employee. This embankment, approximately 10-15 feet in height, is severely eroding in several locations along Smith Creek and contributes to very limited floodplain access throughout this reach. Maintenance of turf grass and necessary removal of any woody growth along the embankment contributes to streambank instability. Smith Creek was designated a coldwater habitat (CWH) stream due to the presence of coldwater fish and macroinvertebrate taxa and Smith Creek is in full attainment of its aquatic life use designation at RM 1.1 where the stream has a natural riparian corridor; however, this stream's attainment status has not been monitored since 2004 and recent erosion and siltation along Lake Paterek's embankment is a threat to the stream's attainment of CWH within this reach. The Aurora Branch of the Chagrin River at Brewster Road (RM 7.4, or 1.6 miles downstream of the confluence with Smith Creek) is in partial attainment of its warmwater habitat (WWH) aquatic life use (ALU) designation caused by organic enrichment and siltation. At approximately Smith Creek RM 0.3, there is a 20-foot tall natural sandstone waterfall which may serve as a natural fish passage barrier; however, upstream Ohio EPA monitoring locations are in full attainment of CWH (at the time of most recent monitoring in 2004) and so the waterfall does not appear to be contributing to upstream nonattainment of this ALU.

In 2018, Chagrin River Watershed Partners, Inc. (CRWP) completed a QHEI assessment for Smith Creek at RM 0.5 as it flows adjacent to the Lake Paterek embankment. The assessment indicated a QHEI score of 55 (low end of "Good" narrative) due to poor quality substrates, poor channel morphology, lack of riparian vegetation, and poor quality floodplain. The stream has primarily cobble and silt substrates and moderate embeddedness through this reach. Sinuosity is low due to the straightened nature of the stream through this reach and riffle-run-pool development is poor. Lower portions of this reach may have poor riffle-run-pool development due to an impounding effect of the natural waterfall located approximately 300 feet downstream. This reach of stream has a narrow to very narrow riparian zone width due to the presence of Centerville Mills Park to the east (portions of which are maintained as mowed turf grass) and the lake embankment along the stream to the west. CRWP staff also used the Modified Bank Erosion Hazard Index (BEHI) to evaluate streambank erosion at the upstream portion of the project site in 2018. The Modified BEHI was adapted by Cleveland Metroparks for northeast Ohio from Dave Rosgen's BEHI methods. The Modified BEHI determines a streambank's susceptibility to erosion and provides an overall rating of bank erosion hazard based on riparian root depth, root density, bank angle, surface protection at the toe, bank material, and stratification. Using this metric, bank erosion hazard scored as "extreme" (score of 41) on the right bank due to low root density, low root depth/bank height, near vertical bank angle, and poor surface protection (Attachment G: QHEI and Modified BEHI Assessment Forms).

Causes of impairment for *Smith Creek @ South Spring Valley Park Dr* (RM 1.1) include nutrient/eutrophication biological indicators, direct habitat alterations, sedimentation/siltation, fish-passage barrier, organic enrichment (sewage) biological indicators. Sources of impairment for *Smith Creek @ South Spring Valley Park Dr* (RM 1.1) include residential districts, dam or impoundment, hydrostructure impacts on fish passage, sand/gravel/rock mining or quarries, golf courses, land development/redevelopment, loss of riparian habitat, upstream impoundments, and on-site treatment systems. Field observations at the project site indicate excessive siltation and embedded rock substrates as significant causes of nonattainment, in addition to lack of suitable aquatic habitat.

This project is included as a Short-Term Priority in the Non-Point Source Implementation Strategy (NPS-IS) 9-Element Plan for the Headwaters Aurora Branch 12-digit HUC watershed. The project site is located within Critical Area 2 of this NPS-IS (Version 1.1 submitted to Ohio EPA for review on February 28 and March 6, 2020). The implementation of this project will contribute towards the Headwaters Aurora Branch NPS-IS goals of maintaining full attainment of coldwater habitat ALU designations at *Smith Creek @ South Spring Valley Park Dr* (RM 1.1) and within the restoration reach, in addition to achieving full attainment of WWH designation

for the Aurora Branch at RM 7.4. The 9-Element Plan goals addressed by this project include Goals 1 - 3 (Critical Area 2) which are currently achieved due to the presence of coldwater fish and macroinvertebrate taxa at this monitoring location; however, due to a lack of recent biological monitoring for these stream reaches, additional monitoring should be conducted to confirm the ALU and attainment status of Smith Creek. This project will meet 15% of the in-stream habitat restoration target (Objective 1) and 4.2% of the riparian corridor revegetation target (Objective 2) for Critical Area 2.

Site-specific goals for this project are to achieve a post-construction QHEI score of ≥ 62 for this coldwater stream through improvements to riparian zone, substrate, and channel morphology in the stream restoration reach. It is well recognized that there is a time lag associated with non-point source projects and measured stream response. With respect to goals in Critical Area 2, QHEI will be the main indicator of restoration success as that will dictate the habitability of fish and macroinvertebrates. It is expected that this project will maintain or improve the QHEI at the site through restoration of 750 linear feet of channelized stream using natural bioengineering methods and 3 acres of riparian restoration with woody vegetation. It is expected that within a year of restoration, the project will achieve a post-construction QHEI score of at least 62 for this stream through improvements to riparian zone, substrate, and channel morphology in the stream restoration reach. By providing water quality benefits to downstream reaches, this project will also help maintain the QHEI score of 74.5 at the Aurora Branch at RM 7.3 (Site name: *Aurora Branch 300' Upst of Brewster Rd*). Incremental increases in IBI scores for these sites are anticipated for the next several years thereafter. It is also expected that the project will result in a drastic decrease in the site's Modified BEHI score to a score of 15.5 or lower, which equates to a narrative of low to very low erosion.

This project will build upon other Section 319-funded restoration efforts completed immediately adjacent to the proposed restoration site. In 2016, Bainbridge Township replaced a portion of the parking lot at Centerville Mills Park with permeable pavers. The permeable pavers clean and cool the water that runs over the parking lot during rainstorms. The water from this parking lot flows into a small stream that is a tributary to Smith Creek at approximately RM 0.45 (located east of the proposed stream restoration reach). This project was funded through an Ohio EPA Section 319 Grant received by Bainbridge Township and through local match provided by the Township; CRWP assisted the Township with completion of this project. More information about this project is available at crwp.org

The project areas are mapped as Mahoning silt loam (2 to 6 percent slopes; hydrologic soil group D), Orville silt loam (frequently flooded; hydrologic soil group B/D), Ellsworth silt loam (25 to 70 percent slopes; hydrologic soil group D), Ellsworth silt loam (2 to 6 percent slopes; hydrologic soil group D), and Tioga loam (frequently flooded; hydrologic soil group A) (*Soil Survey of Geauga County, Ohio*).

STREAM RESTORATION PROJECT DESCRIPTION: The proposed project will modify and/or remove approximately 750 linear feet of eroding embankment along Lake Paterek and restore at least 750 linear feet of Smith Creek which is channelized along the lake embankment (Attachment E: Concept Plan Map). Restoration techniques proposed for this project include reconnecting the stream to its floodplain and allowing the stream to dissipate energy during high flows and minimize future erosion and stream channel incision. Restoration will also improve the hydrologic function and biological habitat quality of the stream at the project site and provide water quality benefits to downstream reaches of Smith Creek, a coldwater stream, and the State Scenic Aurora Branch of the Chagrin River.

The project partners will hire a design-build consulting team to design and construct this project. Bainbridge Township and CRWP will oversee the project design and construction and complete associated public education efforts.

Specific restoration techniques proposed for this project include the following components (restoration design will be finalized during the design and permitting phase of this project):

- 1) 750 linear feet of earthen embankment along the western streambank of Smith Creek will be graded to the level of the lake bed. 750 linear feet of streambank along the channelized stream will be shaped to maximize the stream's floodplain connectivity without releasing deoxygenated lake sediments into the stream. If on-site soil conditions allow, earthen embankment soils may be incorporated into the former lake area to create heterogeneous habitat conditions beneficial to wetland plant and wildlife species. Areas of riparian pocket wetlands and riparian forest may be incorporated into the former lake bed. A deepwater habitat area will be retained on the western side of the lake, with outlet(s) to riparian cell(s) ultimately discharging to Smith Creek; the design of this deepwater habitat area will be tied to shoreline fishing opportunities. Native trees and shrubs will be installed to shade and cool the water discharging from this deepwater habitat area before it flows to Smith Creek.
- 2) The lake will be partially dewatered and sediment will be allowed to remain and oxidize. Depending on the shape of the lake bottom, small meandering channels may self-form and further evaluation would determine the degree of flow control

required within the dewatered lake bottom, if any.

- 3) In areas with conducive substrates and topography, riffle and pool habitats may be incorporated into the restored stream reach to improve habitat and provide grade control. Bedrock substrates in the southern portion of the restoration reach will be maintained.
- 4) Invasive plant species will be treated within and around the dewatered lake area.
- 5) Native woody plant species will be installed along the re-graded western streambank to provide streambank stability and stream shading.
- 6) Following a period after dewatering, seeding and selective planting of native riparian and wetland species will occur within the dewatered lake.

Rock protection may be used at the toe of the regraded streambanks in addition to the installation of native woody plant species along the entire regraded streambanks for further long-term stabilization. Woody debris may also be used to create aquatic habitat diversity and additional slope stabilization. Temporary erosion and sediment control measures will be installed at the restoration site to provide immediate erosion control and will remain in place until final riparian plantings are complete. Access for this work will be available from the Centerville Mills Park gravel parking lot, located west of the existing lake (coordinates: 41.348329, -81.338897). Removal of any existing trees will be minimized as much as possible during project construction and any areas where tree removal is necessary for construction will be revegetated with woody tree and shrub species. Native plant species will be chosen based on their suitability for riparian zones, ability of their roots to stabilize streambanks and prevent future erosion, and ability to provide cooling shade for the stream. A two-year plant warranty will allow for the replacement of plants that do not successfully establish within the first growing season.

Potential native plant species to be installed at the stream and wetland restoration areas may include:

- Trees and shrubs such as swamp white oak (*Quercus bicolor*), sycamore (*Platanus occidentalis*), buttonbush (*Cephalanthus occidentalis*), swamp rose (*Rosa palustris*), silky willow (*Salix sericea*), silky dogwood (*Cornus amomum*), and redosier dogwood (*Cornus sericea*);
- Grasses, sedges and rushes such as drooping sedge (*Carex crinita*), hop sedge (*Carex lupulina*), tussock sedge (*Carex stricta*), and brome-like sedge (*Carex bromoides*), soft-stemmed bulrush (*Schoenoplectus tabernaemontani*), and soft rush (*Juncus effusus*);
- Forb species such as common arrowhead (*Sagittaria latifolia*), swamp mallow (*Hibiscus moscheutos*), blueflag iris (*Iris versicolor*), marsh marigold (*Caltha palustris*), and swamp milkweed (*Asclepias incarnata*).

Selection of native plant species will be finalized during the full design and engineering phase of this project. Full design and engineering will finalize the scope of work at these sites. All federal, state and local permitting requirements will be completed prior to the commencement of restoration activities. Bainbridge Township will seek a design-build team within a proven history of experience and success with this type of project that can perform the work within the specified timeline and budget.

ANCILLARY IMPLEMENTATION ACTIVITY: Bainbridge Township will partner with CRWP to complete this project. Bainbridge Township will supplement Section 319 grant funds by contributing the following ancillary implementation activities (outside of grant funds) which are necessary for completion of the project:

- The Township will provide up to \$50,000 in cash contributions towards project design and permitting through a design-build restoration contract partially funded by Section 319 grant funds (total budgeted cost for design/engineering/permitting: \$110,000; Township contribution: \$50,000).
- The Township will contribute staff time and the use of bulldozers and excavators for earth-moving components of the restoration project (estimated value of Township contribution: \$50,000).
- The Township will install educational signage at the project site (estimated value of Township contribution: \$1,500).
- The Township will contract with a local engineer to oversee design, restoration, and final stabilization of the project site.
- The Township's legal counsel will provide legal review of project components.

PROJECT PARTNERS: Bainbridge Township will contract with CRWP to provide technical assistance on development of the request for proposals (RFP) and bid packages, selection of a design-build contractor, review of the project design and plant selection, and construction oversight assistance. CRWP will provide valuable experience and direct assistance to the project team to ensure successful project implementation and grant administration. CRWP will also assist the Township by engaging and educating target audiences regarding the use of natural channel design and bioengineering approaches to restore coldwater habitat streams and riparian corridors to achieve improved water quality and aquatic wildlife habitat within the Chagrin River and Lake Erie watersheds.

All project components will take place on properties owned by Bainbridge Township (Attachment F: Project Parcel Map). Bainbridge Township will partner with WRLC to ensure that the restoration project aligns with the existing conservation easement at the project site and ensure perpetual protection of the restored areas; the Township has conducted initial coordination with WRLC regarding the proposed restoration activities at the site (Attachment H: Letter of Support).

Bainbridge Township has demonstrated the capacity and track record to successfully administer federal grant funds through the Township's successful completion of the Centerville Mills Park Permeable Paver Project in 2016, a project funded through the Ohio EPA Section 319 Grant Program.

EDUCATION AND OUTREACH: Due to the location of this project within a public park and adjacent to State Route 306 (a heavily used traffic corridor), the project will be highly visible to the public. Bainbridge Township and CRWP will promote the project and highlight how it improves water quality in a coldwater habitat tributary to the Aurora Branch of the Chagrin River and how the project improves the overall health of the Chagrin River watershed and Lake Erie. Education and outreach deliverables for this project will include:

- 1) An educational sign at the project site.
- 2) CRWP will present on the restoration project to public officials attending a quarterly CRWP Board of Directors meeting. These meetings typically average over 40 local officials and professional advisors per meeting.
- 3) CRWP will highlight the project in its *Annual Report* distributed to over 200 public officials, trustees, sponsoring organizations and conservation partners within the Chagrin River watershed and shared with over 1,000 additional local government officials and Northeast Ohio residents through CRWP's eNewsletter.
- 4) The project will be highlighted on CRWP and Bainbridge Township social media outlets.
- 5) Bainbridge Township, with assistance from CRWP, will create a news release for publishing in local newspapers such as the *Chagrin Valley Times* and the *Geauga County Maple Leaf*, highlighting the restoration project.

PROJECT EVALUATION: The success of this project will be evaluated by project partners in the following ways:

- 1) Stream restoration success will be measured through improvements in QHEI scores at the project site.
- 2) Proper establishment of native vegetation at the project site.
- 3) Feedback from collaborators regarding attainment of project goals and objectives.

Success will also be measured by contributing to maintenance of full attainment of coldwater habitat for *Smith Creek @ South Spring Valley Park Dr.* This monitoring will be conducted by Ohio EPA.

PROJECT TIMELINE AND ACTIVITIES:

- 1) Stream and Wetland Restoration Final Design and Permitting (July 2020 – June 2021)
 - Develop and release Request for Proposals (RFP) for final design/build of project
 - Review of bids by Bainbridge Township and CRWP and award of design-build contract
 - Design and permitting completed by design-build contractor
 - Review of design plans by Bainbridge Township and CRWP
- 2) Construction, Restoration, and Planting Activities (July 2021 – June 2022)
 - Complete construction, restoration, and planting activities
 - Monitor site for stream stability and repair or adjust to ensure functionality
- 3) Education and Outreach, Plant Maintenance (July 2022 – June 2023)
 - Install educational sign at the project site
 - Highlight the project on Township and CRWP websites and social media
 - Presentation at CRWP Board of Directors meeting
 - Promote the project through inclusion in and distribution of CRWP's *Annual Report*
 - Issue news release highlighting project
 - Ensure success of riparian and wetland plantings and maintain as necessary

Part Three: Project-Specific Deliverables Worksheet

The following pages of this application form contain a series of worksheets that have been developed for each of the types of projects that are eligible for Section 319 subgrants. If you are proposing to complete more than one type of project, you **MUST** complete a *Project-Specific Deliverable Worksheet* for EACH of the projects you are proposing. For example, if you are proposing to restore two different stream segments and restore a riparian area, then you must complete **THREE** separate *Stream and Riparian Restoration Deliverable Worksheets* (one for each sub-project). ALL applicants **MUST** also include a *Project-Specific Outreach Deliverable and Timeline Worksheet*. Please do not attach worksheets that do not apply to your type of project. They should be discarded or recycled and not included as part of your final application package.

In addition to the *Section 319 Grant Application Cover Sheet* completed in Part One and the *Detailed Project Work Plan* completed in Part Two, the following applicable worksheets must be completed as part of your application:

- Stream and Riparian Restoration and Protection Project Deliverables Worksheet
- Dam and Levee Removal/Modification Project Deliverables Worksheet
- Inland Lake Management and Restoration Project Deliverables Worksheet
- Wetlands Restoration and Protection Project Deliverables Worksheet
- Sediment and Nutrient Reduction Project Deliverables Worksheet
- Acid Mine Drainage Abatement Project Deliverables Worksheet
- Storm Water Management Project Deliverables Worksheet

ALL APPLICANTS MUST ALSO COMPLETE AND ATTACH a *Project-Specific Outreach Deliverables Worksheet*.

NOTE: Do not include blank worksheets in your final application that do not apply to the type of project you are proposing. Worksheets that are not needed should be recycled. Ohio EPA needs only to see those that are directly applicable to the type of projects that you are proposing.

Stream and/or Riparian Restoration/Stabilization Project Deliverables Worksheet

Project Sponsor

Bainbridge Township

Project Title

Smith Creek Restoration at Centerville Mills Park

Directions: If requesting Section 319 grant funding for a project (or projects) that will restore a stream, stabilize eroding and unstable streambanks, and/or re-naturalize a riparian area, then you MUST complete the *Stream and Riparian Restoration Project Deliverables Worksheet* in addition to the detailed project workplan narrative included in Part Two of the Section 319 grant application. Stream and riparian restoration are important tools for undoing human damage such as channelization or the denuding of riparian forests and/or streambanks. Please include all deliverables (including interim deliverables such as design documents and permit documents) that will be produced. If you are going to protect the project site with a conservation easement or other tool, please include that information as well in the respective box.

Project Activity	Deliverables Associated with Proposed Project Activity	Expected Deliverable Units that will be Complete	Deliverable Units
Stream Restoration	Publish RFPs	1	RFPs
	Complete Pre-Construction Site Assessment		Assessments
	Execute Planning, Design and/or Construction Contract	1	Contracts
	Develop Project Plans or Design Documents	1	Plans
	Restore Flood Plain	750	Linear Feet
	Restore Stream Channel		Linear Feet
	Install Erosion and Sediment Control Structures		Structures
	Install In-Stream Habitat Structures		Structures
	Install Grade Structures		Structures
	Construct Two-Stage Channel		Linear Feet
Streambank and Riparian Restoration	Restore Natural Flow		Linear Feet
	Restore Streambank Using Bio-Engineering	750	Linear Feet
	Restore Streambank by Re-contouring or Regrading		Linear Feet
	Plant Native Grasses in Riparian Areas		Acres
	Stabilize Streambank Using Bio-Engineering		Linear Feet
	Remove/Treat Invasive Species	0.25	Acres
Non-Wetland Conservation Easements	Plant Trees, Shrubs and/or Live Stakes in Riparian Areas	1	Acres
	Draft Standard Easement Legal Language		Standard Language
	Complete Appraisal Reports		Reports
	Execute Landowner Contracts		Contracts
	Acquire Conservation Easements		Acres
	Other (specify):		
	Other (specify):		
Other (specify):			
Other (specify):			

Dam and Levee Removal/Modification Project Deliverables Worksheet

Project Sponsor

Bainbridge Township

Project Title

Smith Creek Restoration at Centerville Mills Park

Directions: When requesting Section 319 grant funding to complete a project to remove and/or modify a dam or levee, then you MUST complete the Dam or Levee Removal/Modification Project Deliverables Worksheet in addition to the detailed project workplan narrative included in Part Two of the Section 319 grant application. Removing and/or modifying dams or levees to restore natural stream function and flow is very effective at eliminating impairments and improving water and stream habitat quality. Please include all deliverables (including interim deliverables such as design documents and permit documents) that will be produced. If you are going to protect the project site with a conservation easement or other tool, please include that information as well in the respective box.

Project Activity	Deliverables Associated with Proposed Project Activity	Expected Deliverable Units that will be Complete	Deliverable Units
Dam Modification or Removal	Publish RFPs	1	RFPs
	Execute Project Engineering/Design Contracts	1	Contracts
	Develop Project Plans or Design Documents	1	Plans
	Execute Construction Contract(s)		Contract
	Solicit Competitive Bids for the Project		Bid Solicitation
	Remove Dams		Dams
	Modify Dams <i>(Note: Project will modify and/or remove dam)</i>	1	Dams
	Remove or Modify Associated Dam Support Structures		Structures
	Install Fish Passage and/or Habitat Structures		Structures
	Restore Natural Flow		Linear Feet
Dispose of Debris		Cubic Yards	
Levee or Dike Modification or Removal	Publish RFPs		RFPs
	Execute Planning or Design Contracts		Contracts
	Develop Project Plans or Design Documents		Plans
	Execute Construction Contract(s)		Contract
	Remove Dikes or Levees		Linear Feet
	Breach or Modify Dikes or Levees		Levees
	Restore Natural Flood Plain Function		Acres
	Dispose of Debris		Cubic Yards
Non-Wetland Conservation Easements	Draft Standard Easement Legal Language		Standard Language
	Complete Appraisal Reports		Reports
	Execute Landowner Contracts		Contracts
	Acquire Conservation Easements		Acres
	Other (specify):		
	Other (specify):		

Wetlands Restoration and/or Protection Deliverables Worksheet

Project Sponsor

Bainbridge Township

Project Title

Smith Creek Restoration at Centerville Mills Park

Directions: When requesting Section 319 grant funds to conduct wetlands restoration and/or protection then you MUST complete the *Wetlands Restoration and Protection Deliverables Worksheet* in addition to the detailed project workplan narrative included in Part Two of the Section 319 grant application. Wetlands projects using Section 319 subgrant funds are most appropriate when restoring naturally occurring wetland areas that have been impacted by previous activities such as farming or subsurface drainage. Other wetlands projects may include the construction of passive storm water treatment wetland areas. Section 319 grant funds may NOT be used to construct highly engineered wetland areas on sites where wetlands did not previously exist. Wetland areas restored using Section 319 grant funds should, where possible, be protected with conservation easements and/or within local or county park areas. Please include all project-specific deliverables that will be produced as part of your project and the number of each item using the deliverable units listed below. If an item that will be produced is not included on the list, please use the Other category and specify the deliverable.

Project Activity	Deliverables Associated with Proposed Project Activity	Expected Deliverable Units that will be Complete	Deliverable Units
	Publish RFPs	1	RFPs
	Complete Wetland Delineation Report	1	Report
	Execute Planning, Design and/or Construction Contracts	1	Contracts
	Develop Project Plans or Design Documents	1	Plans
	Construct Inlet Channel		Channel
	Construct Outlet Channel		Channel
	Install Stop-Log Structure		Structures
	Reconnect Wetland to Stream		Acres
	Reconstruct and Restore Wetlands	3	Acres
	Plant Wetland Species	3	Acres
	Treat/Remove Invasive Species	0.25	Acres
Wetland Restoration	Remove Drainage Tile		Acres
	Install Water Control Device		Device
	Other (specify):		

Project-Specific Outreach Deliverables Worksheet

Project Sponsor

Bainbridge Township

Project Title

Smith Creek Restoration at Centerville Mills Park

This worksheet is REQUIRED for ALL applicants

Directions: ALL applicants for Section 319 Project grants MUST complete a project specific outreach deliverable and timeline worksheet in addition to the detailed project workplan narrative included in Part Two of the application. Helping the public to become aware and informed about the benefits of your projects is a critical component of any successful water quality project. We recommend that all restoration and/or stormwater projects install project specific signs, construct informational kiosks (where applicable) and develop other items to inform the public of your project. Please include all project specific outreach deliverables that will be produced as part of your project and the number of each item using the "deliverable units" listed below. If an item that will be produced is not included on the list, please use the "Other" category and specify the deliverable.

Project Activity	Deliverables Associated with Proposed Project Activity	Expected Deliverable Units that will be Complete	Deliverable Units
	Develop Project Fact Sheets		Fact Sheets
	Conduct Public Meeting		Public Meetings
	Develop Press Releases	1	Press Releases
	Create/Maintain Websites	2	Website
	Install Project Signs (required by USEPA)	1	Signs
	Develop Displays		Displays
	Install Informational Kiosk		Kiosk
	Conduct Tours		Tours
	Conduct Tours via Canoe		Canoe Tours
	Conduct Stream Clean-Ups		Clean-Ups
	Conduct Field Days		Field Days
	Conduct Workshops		Workshops
	Develop Newsletters		Newsletters
Project-Specific Outreach	Other CRWP Board of Directors Presentation (specify):	1	Presentation
	Other CRWP Annual Report (specify):	1	Annual Report
	Other (specify):		

Part Four: Project Grant Budget

In addition to the detailed project workplan completed in Part Two of this application, and the respective project deliverable worksheets completed in Part Three, ALL Section 319 subgrant applicants must include a detailed project grant budget. In addition to the forms below, you must also include a *Sub-Contractual Worksheet* if any of the activities proposed will be subcontracted to a third-party for completion. Please familiarize with the following budget categories prior to completing your project budget.

Budget Categories: the following budget categories are used to record project costs to be incurred directly by the grant sponsoring organization (applicant). Technical services such as engineering, legal etc., provided under a subcontract by partner organizations or a third-party must be included in the Sub-Contractual budget category. PLEASE SEE THE SUB-CONTRACTUAL GUIDANCE SHEET FOR ADDITIONAL DETAILS on managing third-party costs and services.

- N/A PERSONNEL:** limited to salary costs only for employees of the grant sponsoring organization working directly on the project. These costs should be summarized when completing the budget form but must be justified in detail in the project workplan in Part Two. Salary costs must be justified by providing the number of hours that an employee will be working directly on the project multiplied by the hourly wage.
- N/A FRINGE BENEFITS:** includes costs for such items as health, dental, life insurance, retirement and other standard benefits provided to employees of the grant sponsoring organization who are working on the project.
- N/A TRAVEL:** includes costs such as mileage, lodging and meals when traveling in-state on project-related business for employees of the sponsoring organization who are working on the project.
- N/A EQUIPMENT:** includes project specific durable items costing more than \$300 per unit. Equipment purchased with section 319 subgrant funds must be directly necessary to successfully complete the project. Equipment rental costs should be included under the OTHER budget category.
- N/A SUPPLIES:** includes one-time use items that are necessary to complete the project or administer the grant. Examples include office supplies, first-aid supplies, gloves, printer ink, toner cartridges and other supply costs that are proportionate to the type of project that is being conducted.
- SUB-CONTRACTUAL:** this category is used to identify costs associated with services provided by third-parties and may include technical services such as engineering studies and project planning and design, construction services, grant management, fiscal services, project management, and others. PLEASE SEE THE SUB-CONTRACTUAL GUIDANCE SHEET FOR ADDITIONAL DETAILS ON THE SUB-CONTRACTUAL BUDGET CATEGORY. Sub-contractual costs may be summarized when completing the budget forms; however, they must be justified in detail when completing the required SUB-CONTRACT WORKSHEET.
- N/A COST-SHARE:** this category must be used whenever there is a cost-share agreement in place that splits the cost of implementation between grant funds and private landowner contributions. It is most often used in agricultural projects where a local organization enters into a cost-share agreement with a farmer or landowner to implement a selected best management practice.
- N/A OTHER:** includes project-specific costs for goods or non-technical services (such as printing or copying etc.) that do not belong in the cost categories listed above. Examples include printing, copying, postage (for mailings directly related to the project), the cost of acquiring conservation easements and other miscellaneous items that are necessary and allocable to the project. Equipment Rental should also be included under this category for any rental charges incurred for equipment needed to complete the project.
- N/A INDIRECT COSTS:** this category applies ONLY to those organizations with a previously negotiated indirect rate with the federal government. Grants in which the majority of funds are to be subcontracted may not charge indirect for the subcontracted amounts. If this budget category is used, then a copy of the previously negotiated indirect rate MUST be provided with the grant application and clearly support the claimed indirect rate that is requested.

Section 319 subgrant applicants must complete a separate budget justification form for EACH specific type of project being proposed. For example: if requesting funds for both a stream restoration project and an Agricultural BMP project, then separate project budget forms must be completed for each separate project. Use additional pages as needed.

Federal Budget Justification

Provide a summary of your TOTAL FEDERAL GRANT FUNDS project budget (by category) and include a BRIEF justification and ITEMIZED breakdown for the amount proposed in each category. ANY budget category with an amount entered MUST be accompanied by a justification/description. Applicants requesting PERSONNEL and/or FRINGE BENEFIT funding MUST also complete a PERSONNEL ROSTER.

Category	Federal \$\$ Requested	BUDGET (include justification and description)
Personnel: Include a Personnel Roster if Personnel funds are requested. (Check activity description for any limits on personnel.) Fringe Benefits Include a Personnel Roster if Fringe Benefit funds are requested		
Travel		
Equipment		
Supplies		
Subcontract: Include a Subcontract Worksheet.	\$333,250	Subcontract costs for: <ul style="list-style-type: none"> • Design, engineering, and permitting • Stream, wetland, and riparian restoration construction • Grant management and education
Other:		
Cost Share		
Indirect Only available if you have a negotiated federal indirect rate. (May not exceed 25% of personnel and fringe costs).		
TOTAL	\$333,250	

Sub-Contract Guidance Sheet

Section 319 Implementation Project Subgrant Application

Following is a table of project items that are frequently sub-contracted by grantees. This sheet provides guidance on the types of deliverables frequently produced under a sub-contract, the units of measure that should be used and how such services should be represented in your Section 319 grant application budget and *Sub-Contractual Worksheet*. Please consult this guidance sheet prior to and while completing your sub-contractual worksheets and your proposed grant budget form. Additional information about these and other forms of sub-contracted deliverables may be obtained by contacting Ohio EPA grants staff at the Division of Surface Water at (614) 644-2869.

Objective or Project Type	Deliverables	Deliverable Units	Costs Should be Represented as
3rd Party Professional Services	Site Assessment and Permitting Hydraulic Modeling and Professional Technical Services		
Examples include: Engineering, Fiscal Management, Legal and Consulting Services.	Project Design and Engineering Services (such as design work) Grants Management and Fiscal Services Construction Project Management Services	Hours of Service	Cost/Hour
	Conservation Easement Appraisals and Legal Services	Hours or Appraisals Completed	Hourly Rate or Unit Cost
Construction Related Services	Stream Restoration, Stabilization, and/or Renaturalization	Linear Feet Restored	Cost/Linear Foot
Examples Include: Restoration, Dam Removal and Related Activities	Dam Modification, Demolition, Excavation and/or Removal	Dams Removed	Fixed Total Price
	Levee Removal and/or Modification	Levees Modified	Fixed Total Price
	Wetland Restoration	Acres Restored	Cost/Acre
	Riparian or Wetland Plantings	Acres Planted	Cost/Acre
	Pervious Pavement Installation	Square Feet	Cost/Square Foot
	Green Roof Installation	Units Constructed	Total Unit Cost

Part Four (C): Sub-Contract Worksheet

Section 319 Implementation Project Subgrant Application

A separate sub-contractual worksheet must be completed when any part of a proposed project will be prepared or produced by a party OTHER than the grant sponsoring organization.

Project Sponsor		Project Title		
Bainbridge Township		Smith Creek Restoration at Centerville Mills Park		
Deliverable	# of Units to be Completed (such as hours of service)	Cost per Unit	Total Estimated Costs	Description
Project Design and Permitting	480 hours	\$125/hr	\$60,000	Includes survey, restoration design, construction staking, hydrologic and hydraulic studies, and preparing/submitting federal and state permit applications
Dam Removal and/or Modification	750 LF	\$133/LF	\$100,000	Earthen embankment along the western streambank of Smith Creek will be graded to the level of the lake bed
Bioengineered Stream/Wetland Restoration, Invasive Plant Treatment, and Riparian Revegetation	750 LF	\$213/LF	\$160,000	Stream and wetland restoration, site mobilization and staging, materials, sediment and erosion control, invasive plant treatment, riparian and wetland vegetative plantings and installation
Grant Management and Educational Outreach	250 hours	\$53/hr	\$13,250	Subcontract with CRWP to assist with grant management and educational outreach activities
Total Sub-Contracting Costs Associated with this Project			\$ 333,250	

Please NOTE: Briefly describe the process that will be employed by the grant sponsoring organization when selecting sub-contractors (use additional space if necessary):

Bainbridge Township's contracting and procurement operations will be completed in accordance with all applicable laws of the State of Ohio found in the Ohio Revised Code and Ohio Administrative Code for townships. Firms will be asked to submit formal bids that will be evaluated and selected based on history of success in similar projects. Bainbridge Township and CRWP will regularly inspect the project during construction to ensure work is properly completed by subcontractors.

Note: Estimated engineering/construction costs were developed in consultation with experienced design-build stream/wetland restoration specialists.

List of Attachments

Attachment A: Site Photographs

Attachment B: Project Area USGS Topographical Map

Attachment C: General Area and Watershed Map

Attachment D: Ohio EPA Aquatic Life Use Monitoring Map

Attachment E: Concept Plan Map

Attachment F: Project Parcel Map (Centerville Mills Aerial and Property Owners)

Attachment G: Qualitative Habitat Evaluation Index (QHEI) and Modified Bank Erosion Hazard Index (BEHI) Assessment Forms

Attachment H: Western Reserve Land Conservancy Letter of Support

Attachment A: Site Photographs



Figure 1. Smith Creek immediately upstream of the project site (RM 0.6) (photo facing north/upstream). Photo source: Chagrin River Watershed Partners, April 11, 2018.



Figure 2. Smith Creek within the proposed restoration reach (RM 0.5) (photo facing south/downstream). Photo source: Chagrin River Watershed Partners, April 11, 2018.



Figure 3. View of Smith Creek as it flows along the embankment of Lake Paterek (photo facing north/upstream). Photo source: Chagrin River Watershed Partners, April 11, 2018.



Figure 4. Severe streambank erosion along the right bank of Smith Creek as it flows along the Lake Paterek embankment (photo facing west). Photo source: Chagrin River Watershed Partners, April 11, 2018.



Figure 5. Severe streambank erosion along the right bank of Smith Creek as it flows along the Lake Paterek embankment (photo facing south). Photo source: Chagrin River Watershed Partners, April 11, 2018.

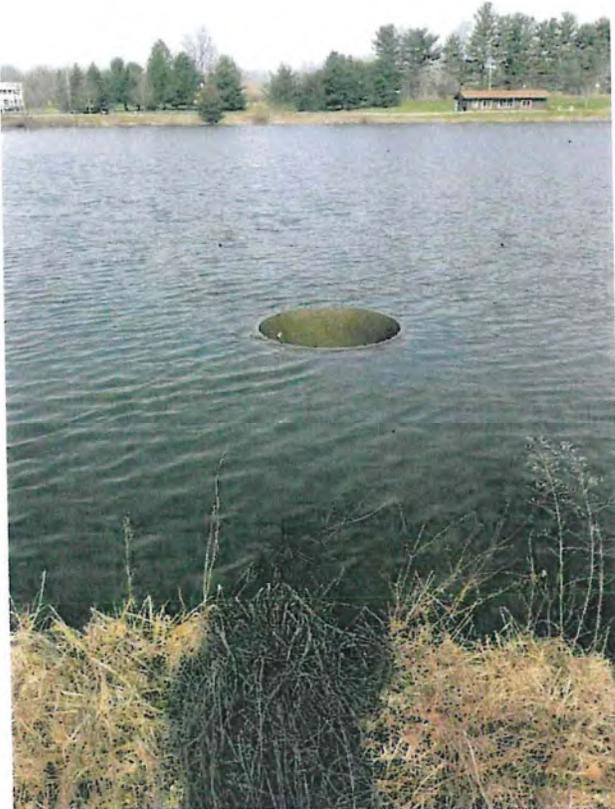


Figure 6. Lake Paterek outlet structure (photo facing northwest). Photo source: Chagrin River Watershed Partners, April 11, 2018.

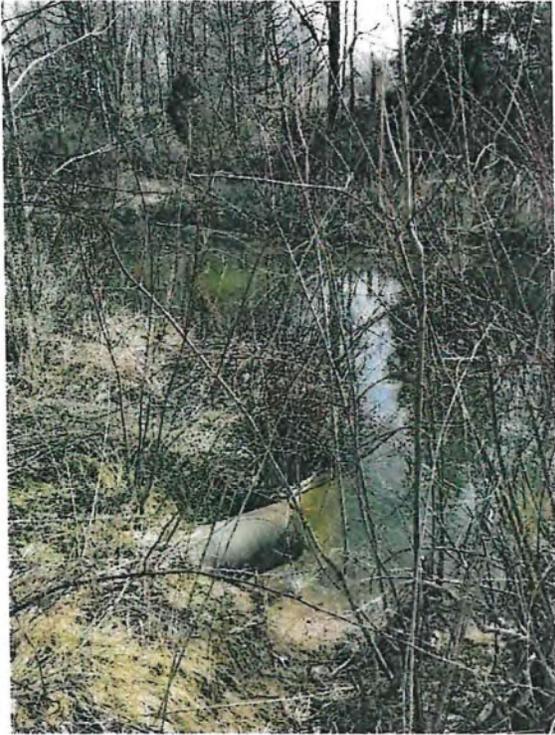


Figure 7. Lake Paterek outlet into Smith Creek (photo facing northeast).
Photo source: Chagrin River Watershed Partners, April 11, 2018.



Figure 8. Signage for the Ohio EPA-funded permeable paver stormwater retrofit project at Centerville Mills Park parking lot. The parking lot, located immediately east of Smith Creek, drains directly to this coldwater stream. Photo source: Chagrin River Watershed Partners, April 30, 2019.



Figure 9. Ohio EPA-funded permeable paver stormwater retrofit project at Centerville Mills Park parking lot. The parking lot, located immediately east of Smith Creek, drains directly to this coldwater stream (photo facing northwest). Photo source: Chagrin River Watershed Partners, August 29, 2016.



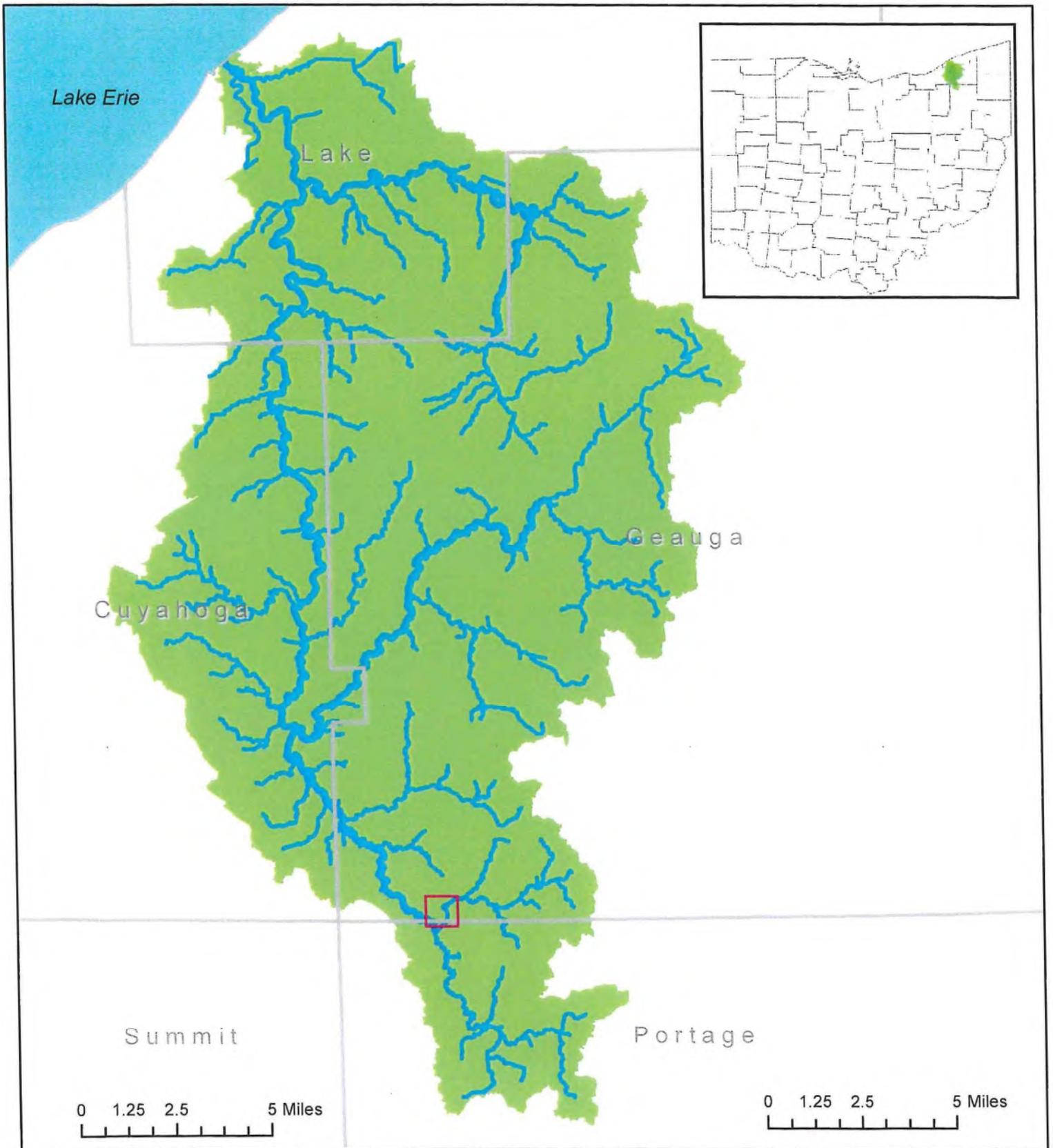
Figure 10. Downstream of the proposed restoration site (Smith Creek RM 0.3), there is a 20-foot tall natural sandstone waterfall. Photo source: Chagrin River Watershed Partners, June 1, 2011.

Attachment B: Project Area USGS Topographical Map



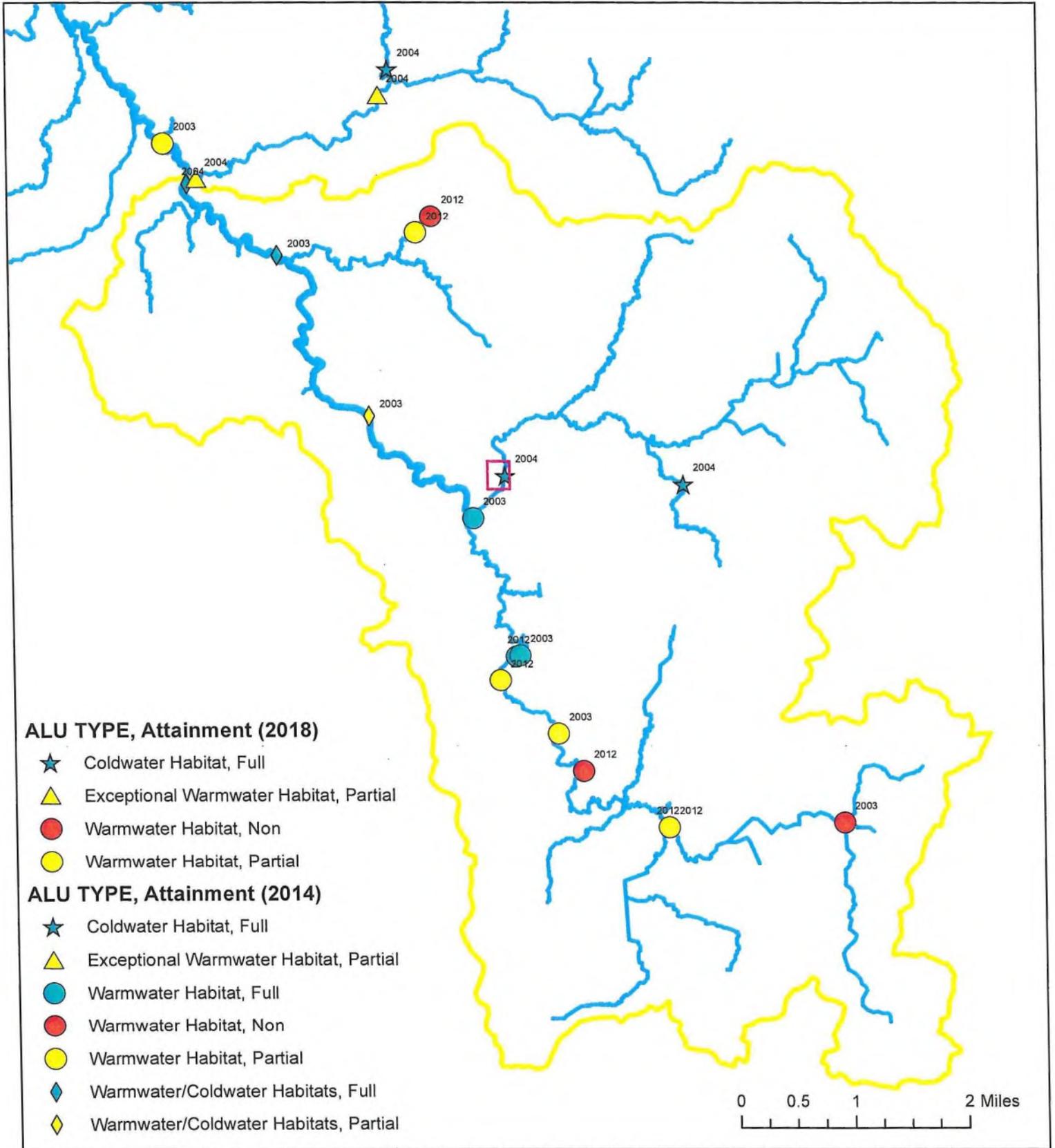
Data source: United States Geological Survey, Aurora Quadrangle.

Attachment C: General Area and Watershed Map



-  Chagrin River Watershed
-  Counties
-  Project Location

Attachment D: Ohio EPA Aquatic Life Use Monitoring Map



Headwaters Aurora HUC-12 Boundary

Project Location

Note: Year of fish (IBI) sampling indicated for each monitoring location.

Attachment E: Concept Plan Map



1. 750 LF EMBANKMENT GRADED TO LEVEL OF LAKE BED
2. 750 LF STREAMBANK SHAPED TO MAXIMIZE THE STREAM'S FLOODPLAIN CONNECTIVITY
3. EARTHEN EMBANKMENT SOILS MAY BE INCORPORATED INTO FORMER LAKE AREA TO CREATE HETEROGENEOUS HABITAT CONDITIONS
4. RIPARIAN POCKET WETLANDS AND RIPARIAN FOREST MAY BE INCORPORATED INTO FORMER LAKE BED
5. DEEPWATER HABITAT AREA RETAINED, WITH OUTLET(S) TO RIPARIAN CELL(S) AND ULTIMATELY DISCHARGING TO SMITH CREEK. DESIGN TIED TO SHORELINE FISHING OPPORTUNITIES. NATIVE TREES AND SHRUBS WILL BE INSTALLED TO SHADE AND COOL DISCHARGE BEFORE IT FLOWS TO SMITH CREEK
6. LAKE PARTIALLY DEWATERED AND SEDIMENT ALLOWED TO REMAIN AND OXIDIZE. DEPENDING ON SHAPE OF LAKE BOTTOM, SMALL MEANDERING CHANNELS MAY SELF-FORM AND FURTHER EVALUATION TO DETERMINE DEGREE OF ANY FLOW CONTROL REQUIRED WITHIN THE DEWATERED LAKE BOTTOM
7. RIFFLE AND POOL HABITATS MAY BE INCORPORATED INTO RESTORED STREAM REACH TO IMPROVE HABITAT AND PROVIDE GRADE CONTROL
8. INVASIVE PLANT SPECIES WILL BE TREATED WITHIN AND AROUND THE DEWATERED LAKE AREA
9. NATIVE WOODY PLANT SPECIES INSTALLED ALONG RE-GRADED WESTERN STREAMBANK TO PROVIDE STREAMBANK STABILITY AND STREAM SHADING
10. FOLLOWING A PERIOD AFTER DEWATERING, SEEDING AND SELECTIVE PLANTING OF NATIVE RIPARIAN AND WETLAND SPECIES WILL OCCUR WITHIN THE DEWATERED LAKE
11. WORK ACCESS WILL BE FROM THE CENTERVILLE MILLS PARK GRAVEL PARKING LOT

Note: Restoration design will be finalized during the design and permitting phase of this project.



Centerville Mills Aerial and Property Owners

Geauga County Parcels - Jan 2018

— Streams



Chagrin River Watershed Partners, Inc.
 PO Box 229 Willoughby, OH 44096
 (440) 975-3870
 www.crw.org



Qualitative Habitat Evaluation Index and Use Assessment Field Sheet

QHEI Score: 55

Stream & Location: Smith Creek @ Centerville Mills RM: 0.5 Date: 4/11/12

Scorers Full Name & Affiliation: K. Brewster, J. Myers (CRWP)

River Code: - STORET #: - Lat./ Long.: 41.348806 N 81.336537 W Office verified location

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

BEST TYPES	POOL RIFFLE	OTHER TYPES	POOL RIFFLE	ORIGIN	QUALITY
<input type="checkbox"/> BLDR /SLABS [10]	<input checked="" type="checkbox"/>	<input type="checkbox"/> HARDPAN [4]	<input type="checkbox"/>	<input checked="" type="checkbox"/> LIMESTONE [1]	<input type="checkbox"/> HEAVY [-2]
<input type="checkbox"/> BOULDER [9]	<input type="checkbox"/>	<input type="checkbox"/> DETRITUS [3]	<input type="checkbox"/>	<input type="checkbox"/> TILLS [1]	<input type="checkbox"/> MODERATE [-1]
<input checked="" type="checkbox"/> COBBLE [8]	<input type="checkbox"/>	<input type="checkbox"/> MUCK [2]	<input type="checkbox"/>	<input type="checkbox"/> WETLANDS [0]	<input type="checkbox"/> NORMAL [0]
<input type="checkbox"/> GRAVEL [7]	<input type="checkbox"/>	<input checked="" type="checkbox"/> SILT [2]	<input checked="" type="checkbox"/>	<input type="checkbox"/> HARDPAN [0]	<input type="checkbox"/> FREE [1]
<input type="checkbox"/> SAND [6]	<input checked="" type="checkbox"/>	<input type="checkbox"/> ARTIFICIAL [0]	<input type="checkbox"/>	<input type="checkbox"/> SANDSTONE [0]	<input type="checkbox"/> EXTENSIVE [-2]
<input type="checkbox"/> BEDROCK [5]	<input checked="" type="checkbox"/>	(Score natural substrates, ignore sludge from point-sources)		<input type="checkbox"/> RIP/RAP [0]	<input type="checkbox"/> MODERATE [-1]

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

Comments: _____

Substrate Maximum 20 10

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

<input checked="" type="checkbox"/> UNDERCUT BANKS [1]	<input type="checkbox"/> POOLS > 70cm [2]	<input type="checkbox"/> OXBOWS, BACKWATERS [1]	AMOUNT Check ONE (Or 2 & average)
<input checked="" type="checkbox"/> OVERHANGING VEGETATION [1]	<input type="checkbox"/> ROOTWADS [1]	<input type="checkbox"/> AQUATIC MACROPHYTES [1]	
<input checked="" type="checkbox"/> SHALLOWS (IN SLOW WATER) [1]	<input type="checkbox"/> BOULDERS [1]	<input type="checkbox"/> LOGS OR WOODY DEBRIS [1]	
<input type="checkbox"/> ROOTMATS [1]			

Comments: _____

Cover Maximum 20 15

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

SINUOSITY	DEVELOPMENT	CHANNELIZATION	STABILITY	Channel Maximum 20 8
<input type="checkbox"/> HIGH [4]	<input type="checkbox"/> EXCELLENT [7]	<input type="checkbox"/> NONE [6]	<input type="checkbox"/> HIGH [3]	
<input type="checkbox"/> MODERATE [3]	<input type="checkbox"/> GOOD [5]	<input type="checkbox"/> RECOVERED [4]	<input checked="" type="checkbox"/> MODERATE [2]	
<input checked="" type="checkbox"/> LOW [2]	<input type="checkbox"/> FAJR [3]	<input type="checkbox"/> RECOVERING [3]	<input type="checkbox"/> LOW [1]	

Comments: _____

4] BANK EROSION AND RIPARIAN ZONE Check ONE in each category for EACH BANK (Or 2 per bank & average). River right looking downstream.

EROSION	RIPARIAN WIDTH	FLOOD PLAIN QUALITY	Indicate predominant land use(s) past 100m riparian Riparian Maximum 10 5
<input checked="" type="checkbox"/> NONE / LITTLE [3]	<input type="checkbox"/> WIDE > 50m [4]	<input type="checkbox"/> FOREST, SWAMP [3]	
<input type="checkbox"/> MODERATE [2]	<input checked="" type="checkbox"/> MODERATE 10-50m [3]	<input type="checkbox"/> SHRUB OR OLD FIELD [2]	
<input type="checkbox"/> HEAVY / SEVERE [1]	<input checked="" type="checkbox"/> NARROW 5-10m [2]	<input type="checkbox"/> RESIDENTIAL, PARK, NEW FIELD [1]	

Comments: 2.5 _____

5] POOL / GLIDE AND RIFFLE / RUN QUALITY

MAXIMUM DEPTH Check ONE (ONLY 4)	CHANNEL WIDTH Check ONE (Or 2 & average)	CURRENT VELOCITY Check ALL that apply	Recreation Potential Primary Contact Secondary Contact (circle one and comment on back) Pool / Current Maximum 12 7
<input checked="" type="checkbox"/> > 1m [6]	<input type="checkbox"/> POOL WIDTH > RIFFLE WIDTH [2]	<input type="checkbox"/> TORRENTIAL [-1]	
<input type="checkbox"/> 0.7-<1m [4]	<input checked="" type="checkbox"/> POOL WIDTH = RIFFLE WIDTH [1]	<input type="checkbox"/> VERY FAST [1]	
<input type="checkbox"/> 0.4-<0.7m [2]	<input type="checkbox"/> POOL WIDTH < RIFFLE WIDTH [0]	<input type="checkbox"/> SLOW [1]	

Comments: _____

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

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

Comments: _____

Riffle / Run Maximum 8 3

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

DRAINAGE AREA (10.3 mi²)

% POOL: 70 % GLIDE: -

% RUN: 10 % RIFFLE: 20

Gradient Maximum 10 2

A) SAMPLED REACH

Check ALL that apply

- METHOD**
- BOAT
 - WADE
 - L. LINE
 - OTHER
- STAGE**
- HIGH
 - UP
 - NORMAL
 - LOW
 - DRY
- DISTANCE**
- 0.5 Km
 - 0.2 Km
 - 0.15 Km
 - 0.12 Km
 - OTHER

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

- CLARITY**
- 1st - sample pass 2nd
- < 20 cm
 - 20-40 cm
 - 40-70 cm
 - > 70 cm/ CTB
 - SECCHI DEPTH
- CANOPY**
- > 85% - OPEN
 - 55% - < 85%
 - 30% - < 55%
 - 10% - < 30%
 - < 10% - CLOSED

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

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

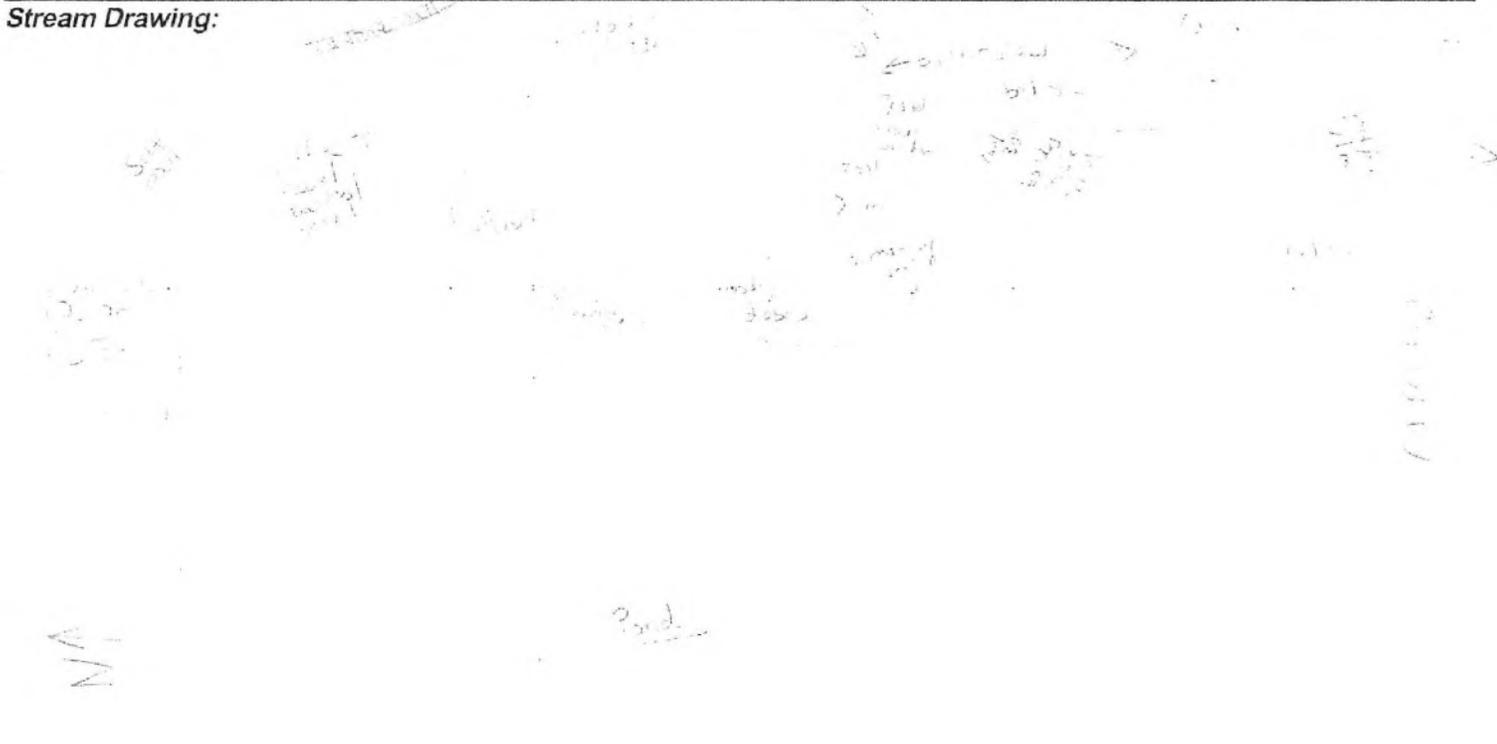
Circle some & COMMENT

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

- F) MEASUREMENTS**
- \bar{x} width
 - \bar{x} depth
 - max. depth
 - \bar{x} bankfull width
 - bankfull \bar{x} depth
 - W/D ratio
 - bankfull max. depth
 - floodprone x^2 width
 - entrench. ratio
 - Legacy Tree:

- C) RECREATION**
- AREA DEPTH
- POOL: >100ft² >3ft

Stream Drawing:



Smith Creek at Centerville Mills Park

Date: 4/11/18		Weather: Cloudy - windy - Cold	
Personnel: KB + JM (CRWP)		Bank Number: 1	
GPS up: 41.349471, -81.336576		GPS down: 41.349310, -81.336531	
Picture Numbers: -		Bank: 2	
Bank Height: ~ 2 ft		Bank Length (ft): 40 ft	
Questions answered yes to:		1, 3, 4, 6	
Distance to Infrastructure (ft):		Type (bridge, culvert, utility etc.):	
Qualitative Indicators: Circle all that apply			
unvegetated mid channel bar/braided channel	exposed infrastructure ✓	failed BMP's	
exposed tree roots on both sides	downstream of dam	headcuts	
leaning trees on both sides	slumping stream bank ✓	perched tributaries ✓	

BEHI Metrics and Scoring

Material Description:

sandy loam on Bottom
 sandy on top?
 unconsolidated fill - man made embankment

Root Depth/Bank Height	Score	Root Density	Score	Material Adjustment*	Score
10%	8.5	2%	9.5	(Yes) No	5
Bank Angle	Score	Surface Protection	Score	Number of Stratified Layers**	Score
90°	8	0%	10	1	0

Total Score: 41 Ranking (ex: high, mod, low, etc.): Extreme
 Very Low: 4-7.5 Low: 7.75-15.5 Mod: 15.75-23.5 High: 23.75-31.5 Very High: 31.75-36.5 Extreme: >36.5

Notes:

NBS - moderate

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

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



Western Reserve Land Conservancy

land • people • community

March 6, 2020

Rick Wilson, NPS Program
Ohio EPA / Division of Surface Water
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, OH 43216-1049

Dear Mr. Wilson,

On behalf of Western Reserve Land Conservancy (WRLC), I am writing in enthusiastic support of Bainbridge Township's Ohio EPA Section 319 Grant Program application for the Smith Creek Restoration at Centerville Mills Park project.

We support Bainbridge Township's efforts to restore Smith Creek, which is channelized and hydrologically disconnected to its floodplain along the Lake Paterek embankment at Centerville Mills Park. Restoration of Smith Creek will improve the hydrologic function and habitat quality of the stream at the project site and provide water quality benefits to downstream reaches of Smith Creek, a coldwater stream, and the State Scenic Aurora Branch of the Chagrin River. This project is identified as a priority in the 9-Element Non-Point Source Implementation Strategy watershed plan for the Headwaters Aurora Branch 12-digit hydrologic unit code watershed.

This project will be completed on two parcels owned by Bainbridge Township and the restored areas will be protected through an existing conservation easement at the project site held by WRLC. WRLC supports the proposed restoration activities at the site and acknowledges that the restoration will dramatically improve the conservation values of the property. WRLC will work with the Township and Chagrin River Watershed Partners to review and approve final restoration design plans to ensure that the restoration aligns with the existing conservation easement at the site.

As a committed land and watershed protection partner, I respectfully ask that you give this request full consideration. Please feel free to contact me if you have any questions.

Sincerely,

Rich Cochran
President and CEO
Western Reserve Land Conservancy

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