

CUYAHOGA SOIL & WATER CONSERVATION DISTRICT

NOTICE OF REQUEST FOR PROPOSALS (RFP) – CUYAHOGA COUNTY HEALTHY URBAN TREE CANOPY PY2025 URBAN FORESTRY PLANNING ACTIVITIES

Cuyahoga Soil & Water Conservation District (SWCD) is soliciting proposals from pre-qualified vendors to perform planning activities under the Cuyahoga County Healthy Urban Tree Canopy PY2025 Program.

Proposals are due to Cuyahoga Soil & Water Conservation District either in person at their offices located at 3311 Perkins Avenue, Suite 100, Cleveland, OH 44114 or by email to jbartley@cuyahogawcd.org no later than **12:00PM local time on Wednesday, December 3, 2025** or as may be amended by written Addenda, for the following project:

Cuyahoga County Healthy Urban Tree Canopy PY 2025 Program – Urban Forestry Planning Activities

Said project shall be in accordance with specifications and proposal forms contained herein and available at cuyahogawcd.org/hutc.

Proposals shall be addressed to:

Cuyahoga Soil & Water Conservation District
Attn: Jared Bartley
3311 Perkins Avenue, Suite 100
Cleveland, OH 44114

Proposals shall be marked:

Healthy Urban Tree Canopy PY2025 – Urban Forestry Planning Activities

COMPLETION DATE:

All project work outlined in this RFP shall be completed within 18 months of contract execution and no later than May 31, 2027.

QUESTIONS:

Questions by prospective proposers concerning this project should be emailed to jbartley@cuyahogawcd.org, by 5:00pm local time on Monday, December 1, 2025. No questions will be taken after this time or through any other means of contact.

REQUEST FOR PROPOSALS (RFP) – CUYAHOGA COUNTY HEALTHY URBAN TREE CANOPY PY2025 URBAN FORESTRY PLANNING ACTIVITIES

DEFINED TERMS

“Contract” shall mean, and shall be comprised of: (a) this RFP, including the Specifications in Exhibit B, (b) the Contractor’s Proposal submission, and (c) the form of agreement attached hereto as Exhibit C to this RFP, and any other documents incorporated therein.

“Contractor” shall be construed to mean any person or firm to which the Owner awards the Contract for the Work.

“Owner” shall mean Cuyahoga Soil & Water Conservation District (SWCD).

“Proposal” shall mean the information provided by the Proposer in their Proposal submission, including the Cost Proposal Form.

“Proposer” shall mean any person or firm submitting a Proposal to the Owner for the Work specified. Eligible Proposers are those that previously submitted Statements of Qualifications to Cuyahoga SWCD in response to the Request for Qualifications dated April 8, 2025, and as amended on May 20, 2025.

“Specifications” shall mean the scope of work to be performed by the Contractor, as more specifically described in Exhibits A and B to this RFP.

“Work” shall mean the project tasks as described in this RFP, including the Scope, Specifications and other applicable sections.

INSTRUCTIONS TO PROPOSERS

1. **Pre-Proposal Meeting:** A Pre-Proposal Meeting will be held virtually via Zoom on Tuesday, November 18, 2025 at 10:00am local time. Proposers are responsible for all information discussed in the Pre-Proposal Meeting—whether they attend or not. All qualified Proposers will be sent the Zoom meeting link via email. Proposers are responsible for contacting Jared Bartley via email at jbartley@cuyahogawcd.org no later than Monday, November 17, 2025 if they have not received the Zoom meeting link.

2. Submission of Proposals: The form of Proposal submission is outlined in the Notice of Request for Proposals. Any Proposals received after the time and date specified in the Notice of Request for Proposals will be returned unopened. The Proposer is solely responsible for submission of the Proposal on time either via email or in person as outlined in the Notice of Request for Proposals.
3. Opening of Proposals: Proposal submissions will be opened by the Owner no earlier than 12:00pm local time on Wednesday, December 3, 2025. Proposal results will be made available by contacting the Owner after the Contract is awarded.
4. Addenda: There is no interpretation of the RFP, beyond what is in the RFP package, except through written Addenda provided by the Owner. The Owner reserves the right to make clarifications, corrections, or changes to the RFP package at any time prior to the Proposal Opening. Proposers shall submit in writing, to the Owner's representative, as identified in the Notice of Request for Proposals, any questions, requests for clarification or requests for alternates/substitutes. All questions and requests for clarification must be received by the Owner, in writing, no later than Monday, December 1, 2025 at 5:00pm local time. Any clarifications, answers or approved alternates/substitutes will be provided in writing through Addenda. Addenda received shall be noted on the Proposal Form. It is the responsibility of the Proposer to inquire about any Addenda, prior to submission of their Proposal, to incorporate information from the Addenda into their Proposal for the Work. The submission of a Proposal shall be considered conclusive evidence that the Proposer has investigated and is satisfied as to all conditions to be encountered in performing the Work, and is fully informed as to the character, quality, quantities, and costs of the Work to be performed, materials to be furnished, and to the requirements of the RFP and Contract. If the Proposer's Proposal is accepted, the Proposer shall be responsible for all errors in the Proposal resulting from failure or neglect to comply with these instructions.
5. Preparation of Proposal: Proposer shall submit the Proposal on the Cost Proposal Form furnished in this RFP in Exhibit D. Cost Proposals in any other form, or alterations to the RFP, which are not approved by an Addenda will not be considered. No additional attachments or materials, beyond the documents provided in the RFP, will be considered. See Proposal Checklist in Exhibit F for all required documents for a Proposal submission to be deemed complete.

All pricing and notes included in the Cost Proposal Form shall be legibly written or typed. Handwritten Cost Proposal Forms must be submitted in ink. Cost Proposal Forms which are submitted digitally must be submitted as a PDF document. An Excel file is not an acceptable submission format for the Cost Proposal Form. A Proposal made by a corporate enterprise shall be signed by a duly authorized officer or agent.

Proposals may be submitted electronically by emailing jbartley@cuyahogawcd.org by the time and date provided in the Notice of Request for Proposals.

6. Examination of Contract Documents & Project Site(s):

- a. In submitting a Proposal, the Proposer warrants that they have investigated and are acquainted with the conditions to be encountered for performing the work, including the character, quality, quantities of work to be performed, the materials to be furnished, and the requirements of the Contract Documents. It is mutually agreed that the submission of a Proposal shall be considered prima facie evidence that Proposer has made such examination and is satisfied with all the conditions that will affect the work.
 - i. Proposers shall satisfy themselves with the accuracy of the estimated quantities in the Cost Proposal Form by making an examination of the site and a review of the Contract Documents, including all issued Addenda.
- b. Before submitting a Proposal, each Proposer must (a) examine the Cost Proposal Form thoroughly, (b) familiarize themselves with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work, and (c) study and carefully correlate Proposer's observations with the Contract Documents.
 - i. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the Project shall apply to the Contract throughout.
 - ii. The Contract Documents contain the provisions required for the implementation of the Project.
- c. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement of this Section and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the work.

- d. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Proposer or relieve them from fulfilling any of the Contract conditions.

7. Disqualification of Proposers:

- a. No more than one (1) Proposal shall be considered from any Proposer or its parent, affiliate, or subsidiary.
- b. Proposals will not be considered if there are reasonable grounds for believing that collusion exists among any Proposers.
- c. If a Proposer is in default on a contract or owes money to the Owner, their Proposal will not be considered.

8. Withdrawal and Ownership of a Proposal: The Proposer may withdraw or cancel their Proposal at any time prior to the publicly announced Proposal opening time by making a written request to the Owner's representative identified in the Notice of Request for Proposal. After the Proposal opening time, all Proposal documents shall become the property of the Owner. No Proposal shall be withdrawn or canceled for a period of 90 days after the time the Proposals are opened. The successful Proposer shall not withdraw or cancel its Proposal after having been notified by the Owner that said Proposal has been accepted by the Owner.

9. Proposer Selection Criteria: Proposals will be evaluated based on the Proposer's Statement of Qualifications, the Proposal Form, and any other publicly available information. Only Proposals in compliance with the provisions of the RFP will be considered.

10. Rejection of Proposals: The Owner reserves the right to reject any or all Proposals for the following reasons.

- a. Discovery of publicly available information subsequent to the Proposal opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the Proposer.
- b. Conviction in a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the Proposer for performing the Work contemplated.
- c. More than one Proposal for the Work from any Proposer or its parent, affiliate or subsidiary, or evidence of collusion among Proposers.
- d. Proposals containing omissions, erasures, alterations, unauthorized additions, unapproved conditional or alternate proposals, or irregularities of

any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

- e. The Proposal Form is furnished by someone other than the Owner.
- f. Lack of qualifications as revealed by the Proposer's Statement of Qualifications.
- g. Uncompleted work which in the judgment of the Owner might hinder or prevent the prompt completion of additional work, if awarded.
- h. The Proposer's history of performance or nonperformance on prior projects.
- i. The Proposer is in arrears or is in default upon any debt, contract, or any obligation to the Owner.

11. Award of Contract: It is expected that the award of the Contract, if awarded, will be made within 60 days following the Proposal opening.

- a. The Owner reserves the right to accept any Proposal which in the Owner's judgment will be in the best interest of the public, or to waive any informalities in the proposal process.
- b. The Owner may consider the qualifications and experience of Subcontractors and other people and organizations (including those who are to furnish the principal items, material, or equipment) proposed for portions of the work. The Owner may also consider operation costs, maintenance considerations, performance data and guarantees of materials and equipment.
- c. The Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to perform the work in accordance with the Contract Documents to Owner's satisfaction and within the prescribed time. Bidder shall furnish all information and data for this purpose as the Owner may request.
- d. In determining the lowest responsive and responsible Proposer, the Owner further reserves the right to combine, separate, or delete any section of the Work, alternative, or items in the Proposal, if it is in the best interest of the Owner.
- e. A conditional or qualified Proposal will not be accepted.
- f. No Proposal shall be withdrawn after the time of the Proposal opening for a period of 90 days.
- g. Failure of one or more of the Proposers to execute a Contract shall not eliminate the right of the Owner, in its sole judgment, to select another

Proposer during the 90-day post Proposal opening period, reject all Proposals, invite new Proposals, or abandon the proposal process for the Work.

- h. Prior to awarding the Contract, the Proposer must submit certification from the Secretary of State that Proposer is authorized to do business in the State of Ohio.

12. Execution of Contract:

- a. Accompanying the written Notice of Award will be a complete set of Contract Documents. Within fourteen (14) calendar days from the date of receipt of the Notice of Award, the successful Proposer(s) shall sign and deliver to the Owner the Contract Documents, along with any applicable insurance verifications.
 - i. The necessary Contract Documents will accompany the Notice of Award.
- b. Within fourteen (14) days of receipt of the successful Proposer's signed Contract Documents, the Owner will sign the Contract Documents and return a copy of the fully executed Contract to Contractor.
- c. The date of the Owner's signature shall be the effective Contract date. The Contract completion time does not start until the issuance date of the Notice to Proceed.
- d. Failure on the part of the successful Proposer to execute a Contract within 30 days of its notification of award, or to provide acceptable performance, materials, and labor bonds (if required), shall be considered just cause to withdraw the award.

13. Termination of Contract:

- a. The Owner reserves the right to terminate the whole or any part of the Contract, upon written notice to the Contractor. Upon termination for convenience, the Contractor will be paid for all labor and materials delivered to the Owner prior to the notice of termination.
- b. The Owner further reserves the right to terminate the whole or any part of the Contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of the Contract, or failure to make sufficient progress so as to endanger performance of the Contract in accordance with its terms, provided the Owner has given the Contractor notice of such failure and granted the Contractor a minimum of 10 business days to cure the failure.

- c. Upon termination for cause, the Contractor shall be liable for any related costs, unless acceptable evidence is submitted to the Owner that failure to perform the Contract was due to causes beyond the control or without the fault or negligence of the Contractor.
- d. The Contractor will not be liable for failure to perform if situations arise by reason of strikes, acts of God, acts of the Owner, or natural disaster.

14. Protection, Loss of Damage:

- a. The Contractor shall exercise reasonable caution to protect pedestrian and vehicular traffic, and to protect all public and private property from injury, damage, or loss. This would include the use of warning signs, barricades, cones, and other safety equipment when appropriate. The Contractor shall maintain safe conditions at all times and maintain working hours limited to those outlined in Exhibits B and C of this RFP. The Contractor shall take reasonable precautions necessary to comply with all applicable local, county, state, and federal laws.
- b. Closure of a public way or street shall be permitted only when prior arrangements have been made with the agency having jurisdiction over the public way or street. The Contractor shall verify and comply with notification and permit requirements from all permitting entities, e.g., local, county, state, or federal highway authorities. Flaggers shall be used when required. Flaggers shall be appropriately dressed to alert motorists and shall use the proper traffic control sign and flagging procedures when directing traffic, as required by local, county, state, or federal agencies.
- c. The Contractor shall comply with all OSHA, Ohio Department of Transportation, Ohio Department of Commerce, and other local, county, state, or federal laws and/or standards.
- d. The Contractor shall be solely responsible for any loss or damage to property of the Owner or of other persons.
- e. The Contractor shall immediately notify the Owner of any loss or damage to the Owner or other person. Any damage or loss caused by the Contractor shall be resolved with the Owner within 10 days after the damage or loss has occurred.
- f. The Contractor shall have exclusive control over the means and methods of completing the Work. Owner's inspection or rejection of the Work shall not represent the exercise of control over the Contractor's means and methods.

15. Subcontractors:

- a. The Proposer shall state on the Subcontractor Use Form (Exhibit E) the names of all Subcontractors that they propose to utilize and the work they will be assigned. All work of Proposer not assigned to a Subcontractor shall be understood by the Owner to be performed by the Proposer.
- b. The Owner reserves the right to approve or disapprove all Subcontractors proposed by the Proposer. If the Owner, after due investigation, rejects the use of a proposed Subcontractor, the apparent successful Proposer may either submit an acceptable substitution without an increase in Proposal price or decline substitution and withdraw its Proposal. Any listed Subcontractor that Owner does not make a written objection to before awarding the Contract shall be deemed acceptable to the Owner.
- c. Requests by the Proposer to change Subcontractors after the award shall be subject to the Owner's approval and shall not change the Contract Proposal prices.
- d. No Proposer shall be required to employ any Subcontractor, person, or organization against which he or she has a reasonable objection.

16. Work Crew Supervision: The Contractor shall provide qualified crews, and supervision of each crew at all times while performing the Work. Specific skills and qualifications for crews and supervisors are identified in the Specifications portion of this RFP. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Owner.

17. Inspections and Reporting: The Owner reserves the right to make inspections as frequently as the Owner deems necessary. The Owner may require written progress reports from the Contractor throughout the project. Details of any reporting requirement will be explained in the Specifications section of the RFP.

18. Insurance Requirements: The Contractor, and any Subcontractors, shall procure and maintain, for the duration of the Contract, insurance which complies with the requirements described in sections a through c below. The successful Contractor will be required to furnish within ten (10) days after receiving a written notice of award the following information:

- a. A Certificate of General Liability Insurance with a 30-day notice of cancellation and the SWCD listed as "Additional Insured" in the following amounts: following amounts:

- i. \$1,000,000 each occurrence bodily injury & property damage;
- ii. \$1,000,000 personal & advertising injury;
- iii. \$2,000,000 general aggregate;
- iv. \$2,000,000 products/completed operations aggregate.

b. Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident, on an occurrence basis and include the SWCD as an Additional Insured.

c. A current copy of the Contractors Worker's Compensation Certificate.

19. Indemnify/Hold Harmless Provision: To the fullest extent permitted by law, the Contractor agrees to waive any and all rights of contribution against Owner and to indemnify and hold harmless the Owner and its officers, officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including, but not limited to, legal fees (attorney and paralegal's fees, expert fees, and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity, which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify, and hold and save harmless, the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

The Contractor expressly understands and agrees that any insurance policies required by this RFP, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Owner, its officials, employees, and agents as herein provided.

- a. Penalties: If this Proposal is accepted, the Contractor proposes, and agrees, that the Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Work or any part thereof.

20. Compliance with Laws: The Contractor, and any of its Subcontractors, shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of Proposals or the performance of the Contract.

21. Certifications: By submitting a Proposal, the Proposer certifies, represents, and warrants to the Owner:

- a. No Collusion: The only persons, firms, or corporations interested in this Proposal, as principals, are those names in Proposer's Sworn Acknowledgement attached hereto and that this Proposal is made without collusion with any other person, firm, or corporation.
- b. Tax Payments: The Proposer is not delinquent in the payment of any tax administered by federal, state, or local governments.
- c. Fair Employment Practices: The Proposer assures the Owner that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations.

EXHIBIT A – SCOPE OF WORK

PROJECT SCOPE:

To provide professional services with respect to each statistical planning areas served by the development corporations identified below in the identified study locations, and to develop a comprehensive urban forestry plan with recommendations for future tree planting and maintenance activities which support a healthy urban tree canopy. Public right of way locations will not be included in the inventory or urban forestry plan activities.

Metro West Community Development Corporation

- Tree Inventory & Planting Site Identification
- Tree Inventory Summary Report
- Urban Forestry Management Plan
- Community Coordination & Administration

Ohio City, Inc.

- Tree Inventory & Planting Site Identification
- Tree Inventory Summary Report
- Urban Forestry Management Plan
- Community Coordination & Administration

Slavic Village Development

- Tree Maintenance Plan focused on trees planted by the organization within the last five (5) years
- Community Coordination and Administration

EXHIBIT B– URBAN FORESTRY PLANNING ACTIVITY SPECIFICATIONS

Unless Contradicted by these Specifications, all applicable ANSI and ISA standards shall apply.

TREE INVENTORY

1. The Contractor is required to provide a tree inventory and management software system. The system will provide tree mapping software, like GIS mapping, which has the capability of mapping and prioritizing tree care in the study area. The software utilized must have the capability to export to Excel or similar approved program. The purpose of the mapping service will be for the Owner and the Municipal and/or Organizational staff to utilize the software following the completion of the plan. The software must be available for information updates, such as new trees planted, tree pruning and tree removals.
2. The Contractor is required to use an ISA certified team to conduct an inventory to include all trees within the designated study areas.
3. The Contractor is required to develop a complete inventory and health condition analysis of trees within the study area, including the identification of dead, dying, and/or diseased trees, young trees, and current health and maintenance needs.

At a minimum, the inventory must include the following fields (or their equivalent):

- Location (coordinates)
 - Address or nearest address
 - Land Use Type
 - Site Location Type (tree lawn, park, yard, etc)
 - Genus and Species
 - Common Name
 - Size (DBH and Height Class)
 - Age Class
 - Number of Stems
 - Condition Class
 - Defects Present
 - Disease(s) or Infestation(s) Observed
 - Conflicts (utilities, etc)
4. New planting sites must also be identified and characterized using the Urban Site Index (USI), including any restrictions or other planting considerations.

URBAN FORESTRY MANAGEMENT PLAN

1. The Contractor will meet with the Owner and Municipal/Organization staff to review the Scope of Work, desired deliverables & schedules, and will identify the criteria for documenting and developing the Urban Forest Management Plan.
2. The Contractor will use the analysis from the tree inventory in the study area to determine the optimal size and species of trees to plant for maximum environmental benefits.
3. The Contractor will assess the status of the urban forest and identify ecologically sound tree care and maintenance practices, establish regular pruning cycles, pest control, yearly tree mitigation plantings, and relevant policy and procedure recommendations.
4. The Contractor will provide a recommended vision for the study area tree canopy. This should include establishing long-term goals for the expansion of the tree canopy by setting achievable tree planting targets.
5. The Contractor will estimate annual budget needed to effectively achieve recommended annual work plans and goals.
6. The Contractor will prepare a draft plan for Owner and Municipal/Organization staff review and incorporate comments into the final plan.

SUPERVISOR'S MEETING:

Before work begins, a **mandatory meeting** shall be held between the Owner, all employees of the Contractor who are expected to perform work under this Contract, and designated representatives from the Municipality/Organization. This meeting shall be held at a time and place set by the Owner and will cover the work to be performed under this Contract and any questions the Contractor or Municipality/Organization may have.

COORDINATION OF WORK:

Contractor shall coordinate with the Owner and specified HUTC-sponsored community or organization to implement project work. If separate contractors perform work on different sections of a contract, they alone are responsible for coordination of work schedules.

DAMAGES:

Any and all damages done by the Contractor while performing activities under this Contract shall be the total responsibility of the Contractor, and shall be compensated for by the Contractor at no cost to the Owner, and to the satisfaction of the injured party and the

Owner. All damages and injuries shall be reported to the Owner within twenty-four (24) hours of occurrence.

INSPECTION:

The Owner reserves the right to observe and inspect Contractor progress and procedures at any time during contract execution. This includes, but is not limited to, requesting staff timesheets, project workplan updates, and draft inventory or urban forestry plan documents in accordance with agreed upon project schedules. The Owner or their agent reserves the right to request that the Contractor correct or address any activities that do not conform to all sections of the Contract and specifications.

EXHIBIT C – DRAFT CONTRACT

**HEALTHY URBAN TREE CANOPY PROGRAM
PROJECT AGREEMENT BETWEEN
CUYAHOGA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
[(CONTRACTOR NAME)] AND [(AWARDEE NAME)]**

This AGREEMENT is entered into as of [XX] day of [Month], 2025 (the “Effective Date”), by and between Cuyahoga Soil & Water Conservation District (hereinafter referred to as “Cuyahoga SWCD”), located at 3311 Perkins Avenue, Suite 100, Cleveland, Ohio 44114, and [Contractor Name] (hereinafter referred to as “Contractor”), located at [address][City], [State], [zip], and [Insert Organization] (hereinafter referred to as “Organization”), located at [address][City], [State], [zip], collectively Cuyahoga SWCD, Contractor, and Organization, referred to herein as the “Parties,” in support of the Healthy Urban Tree Canopy Program (hereinafter referred to as the “Program”) in Cuyahoga County, Ohio.

WHEREAS, pursuant to Resolution No. R2019-0145, the County Council of Cuyahoga County, Ohio first established funding to provide support for the Program for the purpose of investing five million dollars (\$5,000,000.00) over five (5) years for the purpose of assisting with reforestation efforts in Cuyahoga County known as the Healthy Urban Tree Canopy Program, which was continued under Resolution No. R2023-0285 for the 2025 fiscal year.

WHEREAS, the Organization has applied to participate in the Program by completing [Project Name] [project description] (hereinafter referred to as “Project”);

WHEREAS, Cuyahoga SWCD desires to contribute financial and other support to the Organization to complete said Project as part of the Program;

WHEREAS, Cuyahoga SWCD solicited proposals from qualified proposers via a Request for Proposals (RFP) dated [RFP release date] to perform the required work to implement the Project;

WHEREAS, the Contractor’s proposal submission dated [Contractor Proposal Date] was selected by Cuyahoga SWCD as most favorable for implementation of the Project;

WHEREAS, the Parties desire to enter into this Project Agreement to govern their respective rights and obligations under the Program with respect to the Project;

Now, therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and intending to be legally bound, the Parties agree as follows:

I. EFFECTIVE DATE AND TERM

The Term of this Project Agreement shall be for the period beginning on the Effective Date written herein above and ending upon the completion of the Project or May 31, 2027 (“Term”), whichever occurs first. The Parties shall use best efforts to complete the Project during the Term, which may be extended by mutual agreement of the Parties, in writing, at least thirty (30) days before the Project Agreement expires as described in Article X, below.

II. FUNDING & COMPENSATION

The Parties acknowledge that Cuyahoga SWCD selected the Organization’s Project for Program funding through a competitive application process conducted by a joint effort of Cuyahoga SWCD, the Cuyahoga

County Planning Commission, Cuyahoga County Department of Sustainability, and the Cuyahoga County Board of Health, which application is incorporated by reference. It is expressly understood and agreed that in no event will the total amount to be paid hereunder exceed the maximum sum of [Award Amount] ("Award") for the Project.

III. SCOPE OF WORK

- A. The Organization has provided Cuyahoga SWCD a Tree Activity Information Form describing the tree planting/maintenance/planning activities required to achieve timely and successful completion of the Project deliverables proposed in Organization's PY 2025 HUTC application ("Project Scope of Work"). The approved Project Scope of Work will become an Exhibit incorporated into this Agreement. See Exhibit [XX] for Project Scope of Work and Exhibit [XX] for Organization's Tree Activity Information Forms and project site maps.
- B. Contractor shall perform all tree [planning/planting/maintenance] work for the Project as outlined in Cuyahoga SWCD's Request for Proposals dated [RFP date] (Exhibit XX) and the Contractor's Proposal submission date [bid submission date] (Exhibit XX).
- C. Contractor shall work directly with the Organization to coordinate implementation all Project activities outlined in the Scope of Work within the Term Date of the Project Agreement. This includes, but is not limited to, planning meetings for the purposes of project implementation, communications with property owners regarding tree planting or maintenance activities, and securing necessary permits or other required approvals to perform the work.
- D. Cuyahoga SWCD may, from time to time, permit changes in the Project Scope of Work in order to meet the goals and objectives of the Program. Any such changes shall be incorporated in written amendments to this Project Agreement signed by the Parties.

IV. PAYMENTS & REPORTING

- E. Cuyahoga SWCD agrees to pay Contractor a sum not to exceed [Award Amount] to implement the Scope of Work.
- F. Requests for Payment. The Contractor shall submit invoices for payment upon completion of work in the approved Scope of Work. Invoices must include a line-itemed breakdown of all work performed and/or materials procured. Labor and material costs must be listed separately on invoices. The Contractor shall submit invoices to Cuyahoga SWCD for review and approval prior to issuing payment. The Contractor shall submit no more than one invoice per month to Cuyahoga SWCD.
- G. Supporting Documentation. The Contractor shall submit supporting documentation for Project costs eligible for reimbursement under each request. Such documentation shall include details on the Project work performed
- H. Project Close Out. Prior to the SWCD issuing final payment, the Contractor shall submit a signed and dated final report describing all completed project activities and location data to close out the Project. A project Closeout form summarizing the total project costs and narrative summary of the completed tasks and other activities performed under the Approved Scope of Work.
- I. Post Project Close Out. The Organization shall continue to produce and submit annual progress reports to Cuyahoga SWCD that document the status and health of the planted or maintained trees under the Project for at least three (3) years after Project close out.

- J. Establishment and Maintenance of Records. The Organization shall create and maintain records documenting all material matters concerning by the Project. Except as otherwise approved, such records shall be maintained for a period of three (3) years after completion of the Scope of Work under this Project Agreement. All checks, payrolls, invoices, agreements, voucher orders, or other accounting documents pertaining in whole or in part to this Project Agreement shall be clearly identified and readily accessible. All records must be kept in accordance with standard accounting practices, and the Cuyahoga SWCD shall have the right to audit all the Contractor or Organization's records related to the Project.
- K. Worker's Compensation. The Contractor assumes all responsibility for any and all Worker's Compensation premiums, unemployment compensation premiums, and federal, state and local taxes due on the compensation paid to all their employees. The Contractor agrees to follow federal, state and local regulations pertaining to any employees the Contractor may use to provide services under this Project Agreement.
- L. Additional Information. At such times and in such forms as Cuyahoga SWCD may require, the Organization and Contractor shall furnish its statements, records, data and information pertaining to matters pertaining to this Project Agreement.

IV. MONITORING OF PROJECTS

- A. Cuyahoga SWCD may continuously monitor all stages of the Project. Therefore, the Organization shall provide the Cuyahoga SWCD prior notice and access to the Project site when planting activities begin, which access will include the:
- Review Final Tree/Urban Forestry Plans.
 - Review and approve all planting and maintenance plans prior to the commencement of planting activities.
 - Review planting and maintenance specifications with the planting crew and crew supervisor.
 - Verify planting and/or maintenance locations.
 - Observe the planting and/or maintenance activities, or a portion thereof.
- B. The Contractor shall notify the Cuyahoga SWCD no less than three (3) business days prior to the start of planting activities to confirm compliance with contractual planting specifications. Cuyahoga SWCD approvals verify satisfactory performance that:
- Tree/Urban Forestry Plans include review of future planting site locations detailed in the Plan.
 - Recommendations from Tree/Urban Forestry Plans have been followed for planting or maintenance activities.
 - Proper planting and/or maintenance techniques occurred.
 - Planting and/or maintenance specifications were followed.
- C. Failure to contact Cuyahoga SWCD within three business days prior to the start of planting activities may result in project work being ineligible for payment or reimbursement through the Program.

V. ACKNOWLEDGEMENT

The Organization is required to acknowledge publicly the Healthy Urban Tree Canopy (HUTC) program funding and the financial support of Cuyahoga County. This acknowledgement must include at a minimum,

the Cuyahoga County logo and a credit line that “The Organization name/program name is supported (in part) by the residents of Cuyahoga County through the Cuyahoga Healthy Urban Tree Canopy Program.”

The Organization must effectively cite the Healthy Urban Tree Canopy support of Cuyahoga County at its events related to the funded grant activities, in print and in digital materials, including but not limited to:

- Website
- Social Media
- Event Programs
- Educational Materials
- Promotional Materials
- Research Papers
- Media Interviews
- Signage
- Emails
- Annual Reports
- Benefit Events/Fundraising

VI. CONFLICT OF INTEREST

Any and all potential and perceived conflicts of interest must be disclosed upon the execution of this Agreement or immediately upon discovery thereafter.

The following may not have a personal or financial interest or other benefit associated with this Project Agreement personally for themselves or for any person or entity with which they have a personal, familial, or business relationship, during their tenure and for one year thereafter, if applicable, including, but not limited to:

1. Any employee, agent, consultant, officer, elected or appointed official of Cuyahoga County;
2. Any entity that currently exercises or that in the past has exercised any functions or responsibilities with respect to the Project Activities or any of the activities that are in any way connected with this Project Agreement;
3. Any person or entity in a position to participate in a decision-making process;
4. Any person or entity in a position to gain inside information with regards to such activities or Project Activities.

The Organization shall take appropriate steps to ensure compliance with these requirements.

VII. DISCRIMINATION PROHIBITED - EQUAL OPPORTUNITY

During the performance of this Project Agreement, the Organization and Contractor agree to provide the services hereunder without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Organization and Contractor agree that it is and shall be its policy to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting or subcontracting with this Organization and/or Contractor, including various eligible Small Business Enterprise, Minority Business Enterprise and Women Business Enterprise (“SBE/MBE/WBEs”). The Contractor acknowledges and warrants that it has been made aware of, understands and agrees to make a good faith effort to solicit SBE/MBE/WBEs to perform any contracted or subcontracted services for the Project.

VIII. REPRESENTATIONS AND WARRANTIES

The Organization and Contractor shall ensure that all of their respective certifications, representations, and warranties under this Project Agreement, including its application (in the case of the Organization) and its Proposal submission (in the case of the Contractor) shall remain true throughout the duration of the Project Agreement as if they are continuing commitments, and it shall immediately notify Cuyahoga SWCD in writing in the event that any of the certifications, representations, and warranties ceases to be true. At its sole discretion, Cuyahoga SWCD has the unequivocal right to review and audit the Organization's or Contractor's continuing certifications, representations, and warranties.

During the performance of this Project Agreement, the Organization and Contractors agree to themselves, their assignees, sub consultants, and successors in interest in complying with all applicable laws, resolutions, regulations and/or policies of Cuyahoga County, including but not limited to equal opportunities, which are herein incorporated by reference and made a part of this Agreement. Failure to comply with any of the applicable laws, resolutions, regulations and/or policies may result in the termination of this Project Agreement.

IX. AMENDMENTS

- A. Cuyahoga SWCD may, from time to time, permit changes in the Project. Any such changes shall be incorporated in written amendments to this Project Agreement signed by the Parties.
- B. Cuyahoga SWCD may, upon its own initiative or upon that of the Organization or the Contractor, authorize changes in the time of performance. As a condition precedent to the authorization of such change, Cuyahoga SWCD shall have determined that the Organization and/or the Contractor has exhibited the utmost in good faith in the performance of the Project Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Project Agreement. The Organization, Contractor, and Cuyahoga SWCD, in writing, shall agree to any change in the time of completion and said writing shall be incorporated in written amendments to this Project Agreement signed by the Parties.

X. PERSONNEL

- A. The Contractor represents that it has or will secure at its own expense all personnel required in performing the activities under this Project Agreement. Such personnel shall not be employees of or have any contractual relationship with Cuyahoga SWCD.
- B. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

XII. ASSIGNABILITY

The Organization and/or the Contractor shall not assign any interest in this Project Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of Cuyahoga SWCD thereto.

XIII. TERMINATION

Cuyahoga SWCD may terminate this Agreement at any time by at least 30 days notice in writing to that effect. Notice of Termination shall be delivered by written communication deposited in the United States mail postage paid to the addresses listed in the Notice provision as indicated in this Agreement. Such Notice of Termination will be effective thirty (30) days after being deposited in United States mail. If the Agreement

is terminated as provided herein, Cuyahoga SWCD shall pay for all Project work performed under the Scope of Work as of the date of termination.

If the Organization or the Contractor fails to perform any of its obligations under this Project Agreement or fails to satisfy any of its representations to Cuyahoga SWCD at any time prior to the expiration of the Term or is in default under any other term or condition of this Project Agreement and such failure continues for a period of thirty (30) days after date of Cuyahoga SWCD's written notice to the Organization/Contractor of the default, Cuyahoga SWCD may, at its sole option, terminate this Project Agreement and will be under no further obligation to disburse any funds remaining under the Award. If the Project Agreement is terminated as a result of a default by the Organization/Contractor, the Organization/Contractor shall not be eligible to apply for a grant or other funding assistance under any subsequent round of the Program.

XIV. INDEMNIFICATION

The Organization, the Contractor, and Cuyahoga SWCD do not indemnify any person or entity, and agree that no provision of this Project Agreement or any other agreement between Cuyahoga SWCD, the Organization and the Contractor may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this Project Agreement.

XV. GENERAL TERMS OF UNDERSTANDING

A. Any notice or communication required or permitted under this Project Agreement shall be sufficiently given in writing delivered in person or electronic mail, to the following:

[Organization]
[First Name] [LastName], [JobTitle]
[email address]
[City], Ohio [zip]
[Vendor]
[First Name] [LastName], [JobTitle]
[email address]
[City], Ohio [zip]

Cuyahoga Soil & Water Conservation District
Kristin N. Hall Fitzgerald, Executive Director
khall@cuyahogaswcd.org
Cleveland, OH 44114

B. In the event of any dispute or disagreement between any of the Parties with respect to the interpretation of any provision of this Project Agreement which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:

1. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
2. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
3. The rights and obligations of the parties under this Section shall not limit either party's right to terminate this Project Agreement as otherwise permitted hereunder.

- C. This Project Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- D. In the event that any provision of this Project Agreement is deemed to be severable or invalid, and if any term, condition, phrase or portion of this Project Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Project Agreement to be invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Project Agreement shall continue in full force and effect.
- E. There are no third party beneficiaries under this Contract, and in no event shall Cuyahoga SWCD be liable to Organization or Contractor for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- F. Neither Party to this Project Agreement may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.
- G. This Project Agreement constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Project Agreement desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this Project Agreement. The terms of this Agreement shall control over any conflicting terms in any referenced document.
- H. By entering into this Project Agreement, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Cuyahoga SWCD, the Organization, and the Contractor may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga SWCD, the Organization, and/or the Contractor to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

This Project Agreement is hereby agreed, acknowledged, and executed through the signatures of the duly authorized representatives below.

CUYAHOGA SOIL & WATER CONSERVATION DISTRICT

[ORGANIZATION]

 By: Kristin N. Hall Fitzgerald
 Executive Director

 By: [Name of Authorized Signatory]
 [Title]

Date: _____

Date: _____

[CONTRACTOR]

 By: [Name of Authorized Signatory]
 [Title]

Date: _____

EXHIBITS:

- A- SCOPE OF WORK
- B- ORGANIZATION TREE ACTIVITY INFO FORM
- C- CUYAHOGA SWCD RFP
- D- CONTRACTOR PROPOSAL SUBMISSION

EXHIBIT D – COST PROPOSAL FORM

**CUYAHOGA COUNTY HEALTHY URBAN TREE CANOPY PY2025 TREE PLANNING ACTIVITIES
COST PROPOSAL FORM**

	Cost Proposal Item #	Planning Product	Quantity	Unit	Unit Material Cost	Unit Labor Cost	Unit Total Cost	Total Cost	Notes/Comments
Metro West CDC	PL1	Tree Inventory & Planting Site Identification	1	LS			\$ -	\$ -	ROW not included
	PL2	Tree Inventory Summary Report	1	LS			\$ -	\$ -	
	PL3	Urban Forestry Management Plan	1	LS			\$ -	\$ -	ROW not included
	PL4	Community Coordination and Admin		Hours			\$ -	\$ -	
Metro West CDC Total Cost:								\$ -	
Ohio City, Inc.	PL5	Tree Inventory & Planting Site Identification	1	LS			\$ -	\$ -	ROW not included
	PL6	Tree Inventory Summary Report	1	LS			\$ -	\$ -	
	PL7	Urban Forestry Management Plan	1	LS			\$ -	\$ -	ROW not included
	PL8	Community Coordination and Admin		Hours			\$ -	\$ -	
Ohio City, Inc Total Cost:								\$ -	
Slavic Village Deveopment	PL9	Tree Maintenance Plan	1	LS			\$ -	\$ -	
	PL10	Community Coordination and Admin		Hours			\$ -	\$ -	
Slavic Village Development Total Cost:								\$ -	

Proposed Cost to Develop All Listed Plans (3):

EXHIBIT E – SUBCONTRACTOR USE FORM

Identify, if applicable, all Subcontractors Contractor shall use in the performance of the Scope of Work.

Company Name:	Contact Name:
Address:	Phone Number:
	Email Address:
Subcontractor's role in completing the Scope of Work:	

Company Name:	Contact Name:
Address:	Phone Number:
	Email Address:
Subcontractor's role in completing the Scope of Work:	

Company Name:	Contact Name:
Address:	Phone Number:
	Email Address:
Subcontractor's role in completing the Scope of Work:	

EXHIBIT F – PROPOSAL CHECKLIST

- Cost Proposal Form (signed)**
- Subcontractor Use Form (if applicable)**
- Insurance Requirements in Section 18 reviewed**
- Certifications in Section 21 reviewed**