

RESOLUTION NO. 2026-3

A RESOLUTION AUTHORIZING AMENDMENT NO. 3 TO THE CONTRACT BETWEEN BIOHABITATS, INC. AND THE CITY OF WILLOUGHBY MODIFYING THE COST OF SERVICES AND PROJECT SCOPE OF WORK NECESSARY TO THE CHAGRIN RIVER FLOODPLAIN RESTORATION AND TRAIL CONNECTION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Resolution No. 2024-143 the City of Willoughby ("City") entered into a Contract with Biohabitats, Inc. ("Biohabitats"), for the final design and construction for the Chagrin River Floodplain Restoration and Trail Connection Project; and

WHEREAS, Biohabitats and the City thereafter entered in Amendment No. 1 to the Contract effective May 19, 2025 modifying the Task Pricing Schedule; and

WHEREAS, Biohabitats and the City thereafter entered into Amendment No. 2 to the Contract effective September 29, 2025 clarifying the Davis-Bacon Act Prevailing Wage Requirements; and

WHEREAS, the City has obtained additional grant funds for the Project and therefore both parties agree to modify the cost of services and scope of work for the Project;

NOW BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOUGHBY, THE COUNTY OF LAKE, AND THE STATE OF OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into Amendment No. 3 to the Contract between Biohabitats, Inc. and the City for modification of the cost of services and scope of work for the Chagrin River Floodplain Restoration and Trail Connection Project; said Third Amendment to Contract substantially in the form attached hereto .

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 107 of the Codified Ordinances of the City of Willoughby.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the community; and for the further reason to proceed with the timely construction of the Project; and provided that it receives the affirmative vote of two-thirds of the members elected to Council, it shall be in full force and take effect immediately upon its adoption by Council and approval by the Mayor; otherwise, it shall be in full force and take effect from and after the earliest period allowed by law.

Adopted:

January 6, 2026
President of Council

Attest:



Clerk of Council

Date:

01.07.26

Approved:


Mayor

Submitted to the Mayor for his approval on this

7th

day of

January

, 2026.



Clerk of Council

**AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN
THE CITY OF WILLOUGHBY
AND
BIOHABITATS, INC. FOR THE
CHAGRIN RIVER FLOODPLAIN RESTORATION AND TRAIL CONNECTION
PROJECT**

WHEREAS, Biohabitats, Inc. ("Biohabitats") and the City of Willoughby ("City") entered into an Agreement ("Original Agreement") dated March 18, 2025 for completion of the Chagrin River Floodplain Restoration and Trail Connection ("Project"); and

WHEREAS, Biohabitats and the City thereafter entered into Amendment No. 1 to the Original Agreement effective May 19, 2025 ("Amendment No. 1") modifying the Task Pricing Schedule on Page 39 of Biohabitats' Proposal; and

WHEREAS, Biohabitats and the City thereafter entered into Amendment No. 2 to the Original Agreement effective September 29, 2025 ("Amendment No. 2") clarifying the applicable prevailing wage rates for the Project; and

WHEREAS, the City has obtained additional funds towards the Project from the National Oceanic and Atmospheric Administration's Bipartisan Infrastructure Law Coastal Zone Management Grant Program by way of a grant agreement with the Ohio Department of Natural Resources Office of Coastal Management with a total award amount of \$1,200,000.00 which became effective October 1, 2025; and

NOW THEREFORE, in consideration of the mutual benefits to be derived and obligations assumed, both parties agree to this Amendment No. 3 to modify the Original Agreement as follows:

1. **2. COST OF SERVICES.** is modified as follows:
 - a. *The City agrees to pay Contractor the lump sum of \$5,745,162.00 as itemized in Contractor's proposal (Exhibit A) and as described in Section 4 of this Agreement for services rendered pursuant to the terms of this Agreement. No other expenses shall be billed to the City, unless previously approved in writing by the City. Final payments totaling this amount shall constitute full and final payment for all the Work under this Agreement.*
2. **4. PROJECT SCOPE OF WORK AND PROJECT DELIVERABLES (collectively, the "Work").** is modified as follows:
 - b. Specific.
 - 2) Provide final plans, specifications, and complete construction for the following additional restoration deliverables for the Project:
 - a) *Approximately 27 acres of wetland creation and enhancement throughout the Project area and the decommissioning and restoration of an existing 32-acre nursery to create native habitat, treat stormwater from upland developments and prevent erosion, reduce nutrient runoff entering the river, and recharge groundwater;*
 - b) *Approximately 23 acres of upland habitat enhancement;*
 - c) *Approximately 4,382 linear feet of stream restoration along the Chagrin River and tributaries located within the Project area,*

including in-stream and terrestrial habitat structures to increase variability of water depth and flow and improve habitat with the Chagrin River such as boulder clusters, woody deflectors, engineered log complexes, or other structures;

d) Approximately 9,340 linear feet of riparian zone restoration along the Chagrin River and tributaries located within the Project area through plantings of native vegetation to extend the forested riparian buffer, prevent soil erosion, promote stormwater infiltration, and enhance habitat for wildlife, along with additional native vegetation throughout the Project area to support the scope of the City's National Oceanic and Atmospheric Administration Bipartisan Infrastructure Law Coastal Zone Management Grant through the Ohio Department of Natural Resources;

e) Approximately 51 acres of invasive plant species treatment throughout the Project area (at minimum, the Contractor should provide treatment throughout the Project area annually through the Agreement period);

3. The following exhibit is added to the APPENDIX in the list of Grant Funding Agreements on file in the City's Law Department:

Exhibit W - National Oceanic and Atmospheric Administration Bipartisan Infrastructure Law Coastal Zone Management Subrecipient Grant Agreement Between the City of Willoughby and the Ohio Department of Natural Resources Office of Coastal Management

This Amendment No. 3 shall be effective as of the date of execution of the last signing party.

In the event of any conflict between the terms and provisions of this Amendment No. 3 and the terms and provisions of the Original Agreement, Amendment No. 1, and Amendment No. 2, the terms and provisions of this Amendment No. 3 shall prevail accordingly. Amendment No. 3 shall have the same force and effect as if incorporated in the Original Agreement and shall take precedence thereover. All other terms and conditions of the Original Agreement, Amendment No. 1, and Amendment No. 2, not modified herein, remain in full force and effect and are hereby reaffirmed hereon.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 as of the date entered below:

FOR THE CITY:

FOR BIOHABITATS:

Robert A. Fiala, Mayor
City of Willoughby

Adam Feuerstein

Adam Feuerstein
Biohabitats, Inc.

Date

12/10/2025

Date