

**Redhorse Bend Preserve
Design-Build Restoration Project
(Sandusky County, Ohio)**

Request for Proposals

January 20, 2020

Proposals must be received by 4:00pm Eastern on February 28, 2020

SUMMARY:

The Black Swamp Conservancy (the “Conservancy”) is soliciting proposals for a Contractor to manage and implement all aspects (design, engineering, permits, construction, planting) of a design-build wetland, stream and upland restoration project on 93-acre Redhorse Bend Preserve in Sandusky County, Ohio (the “Project”). Redhorse Bend Preserve (the “Site”) lies along approximately 4,410 linear feet of the Sandusky River mainstem. The Site contains 55 acres in grain production that is split almost in half by State Route 20. Three ditches run through the Site carrying runoff from SR 20 and an adjacent industrial complex. The Project includes restoring the 55 acres still in grain production into a wetland-upland complex with hydrologic connection to the river and water filtration built into the restoration design. The restoration will include: 1) Crushing Field Tile; 2) Constructing a 10-acre Emergent/Shrub Wetland with varied microtopography in hydric soils; 3) Creating hydrologic connection between this wetland and the River; 4) Using soil from wetland construction to create a berm between the wetland and Hwy 20 ROW; 5) Creating Seasonal Floodplain Wetlands in the non-hydric soil areas by creating some microtopography elements and planting appropriate seasonal wetland plants; 6) Diverting water from two ditches into the planned wetlands by constructing streams; 7) Planting 5 acres of riparian woods buffering the River; and 8) Planting 17 acres of Prairie in the dryer upland zone. The Conservancy’s goals for this project are to increase nutrient uptake, reduce sedimentation and erosion, increase wetland habitat, and improve stream habitat.

SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

The contractor or team of contractors (collectively “Contractor”) shall furnish all necessary drawings, plans, permits (local, state and federal), labor, facilities, materials, equipment, and construction oversight services to complete the Project scope of services as defined herein and in the Design-Build Contract entered into between the Conservancy and the Contractor (the “Contract”).

The Contractor must be able to demonstrate the successful completion of at least 4 stream and/or wetland restoration projects greater than \$250,000 in contract amount, preferably but not mandatorily within the Western Lake Erie Basin, to be eligible to submit proposals.

The total maximum cost for the Project is \$947,090. The maximum amount of \$947,090 shall not be exceeded under any circumstances. *If a particular entity is chosen as an award winner and any additional costs are presented at the time of entering into a final agreement or Project implementation, the Conservancy reserves the right to reject that entity as the Contract winner and/or terminate any Project Contract with that entity, in the Conservancy’s sole and absolute discretion.*

A map of the Project Site is attached as Exhibit A to this Request for Proposals (“RFP”). A Conceptual Restoration Plan for the Project is attached as Exhibit B. The Conservancy does not have topographical, hydrological or other technical surveys of the Project Site. If desired, any such surveys shall be the Contractor’s responsibility and should be included within the Contractor’s pricing structure.

Contractors may submit their proposal based on the attached Conceptual Restoration Plan, but contractors are encouraged to submit proposals with suggested modifications or an alternative conceptual design and related justification and pricing for the Conservancy’s consideration. Any alternative or modified

conceptual design must incorporate the minimum Project requirements, as discussed in Section B: Project Description and Section C: Contractor Scope of Services.

SECTION B: PROJECT DESCRIPTION AND SPECIFICATIONS

BACKGROUND

This Project was made possible through a grant from the State of Ohio, Department of Natural Resources (the “ODNR”), acting by and through its Director, pursuant to Section 1501.01 of the Ohio Revised Code and Amended Substitute House Bill No. 166, passed by the 133rd General Assembly of the State of Ohio and signed by the Governor of Ohio on 18 July, 2019, with the following funds: H2Ohio Fund (Fund 6H20 725681). A copy of the “Grant Agreement” between the Conservancy and ODNR is attached as Exhibit C. *Contactors should review the Grant Agreement as the Contractor awarded the Project will be required to agree to all terms and conditions set forth in the Grant Agreement.*

The Project is located at Redhorse Bend Nature Preserve (the “Site”), a nature preserve owned and managed by the Conservancy. Maps showing the general location of the Site, and the specific Project Area within it, are attached to this RFP as Exhibit A. The approximate street address of the Site is 200 Bloom Rd, Fremont, OH. The only vehicle access into the Site is from this address, along a mowed lane.

The Site is 93 acres that lie along the Sandusky River on the north edge of Fremont in Sandusky County. The Site is owned by the Conservancy and will be transferred to Sandusky County Parks to manage as a public park after restoration is complete. The Site lies along approximately 4,410 linear feet (“lf”) of Sandusky River mainstem and contains 2.5 acres of mature Category 2 forested wetlands and 55 acres in grain production, plus additional upland habitat areas. The Project Area is the 55 acres still in grain production, plus the riparian areas along four ditches. The Project Area is split almost in half by State Route 20, and the four ditches generally run along the edges of the Project Area carrying runoff from SR 20 and an adjacent industrial complex. (See Exhibits A & B.)

PROJECT DESCRIPTION

The Project is located at 93-acre Redhorse Bend Nature Preserve (the “Site”) at 200 Bloom Rd in Fremont, Sandusky County, Ohio. The Project Area is located at 41°22'02.2"N 83°06'12.7"W. The Site is surrounded on three sides by a bend in the Sandusky River, and to the east, the Site is bordered by an industrial complex. A map showing the general location of the Site and the Project Area is attached to this RFP as Exhibit A. The Conservancy acquired the Site in 2015. The Project Area had been in grain production for decades, and the Conservancy has continued leasing the site for grain production while seeking funding to restore habitat. In 2019, the ground was too wet for the farmer to crop. The Site is in the Lake Erie Coastal Zone and is influenced by Lake levels and conditions. The northern part of the Project Area floods frequently when Lake-affected Sandusky River waters back onto the Project Area.

The objective of this Project is to design, engineer, permit, construct and plant a restoration project that will convert the 55 acres still in grain production into a wetland-upland complex with hydrologic connection to the river and water filtration built into the restoration design. The minimum Project

requirements are to increase nutrient uptake, reduce sedimentation and erosion, increase wetland habitat, and improve stream and riparian habitat. To meet the funding requirements, the Project must develop new wetland, reduce phosphorus runoff and prevent pollutants from entering the Sandusky River. The end result must provide nutrient reduction and fish and wildlife habitat.

To achieve these goals, the Project at Redhorse Bend Nature Preserve will include:

- 1) Crushing field tile on at least 16 acres of the Project Area.
- 2) Constructing a 10-acre Emergent / Shrub Wetland with varied microtopography in the hydric soil zone of the Project Area, and creating a hydrologic connection between the wetland and the River. Soil from wetland construction could be used to build a berm between the wetland and Highway 20 Right of Way.
- 3) Creating approximately 20 acres of Seasonal Floodplain Wetlands by creating some microtopography elements and planting appropriate seasonal wetland plants.
- 4) Diverting water from Ditches 1, 2 and 3 into the planned wetlands by constructing 2 streams with a total of approximately 1,200 lf;
- 5) Planting at least 5 acres of wooded riparian buffer along the Sandusky River;
- 6) Planting 17 acres of native prairie in the dryer upland zone.
- 7) Minor modifications to Ditch 4 to reduce nutrient, sediment and other pollutant inputs into the River, if budget allows. For example, recontouring the bank in strategic locations to connect to the floodplain and/or widening the mouth of the ditch to direct its flow into the existing forested wetland.

A Conceptual Restoration Plan for the Project is attached as Exhibit B. Contractors may submit their proposal based upon the attached Conceptual Restoration Plan or may submit an alternative conceptual design and related justification and pricing for the Conservancy's consideration. The Conceptual Restoration Plan and suggested project elements are to help guide the Contractor in the design and engineering of this project. However, upon completing site analyses and surveys, the selected Contractor may devise additional or alternative design concepts and elements that are more appropriate for the site conditions and desired outcomes. Any alternative or modified designs must incorporate the minimum Project requirements, as discussed in Section B: Project Description and Section C: Contractor Scope of Services.

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

Contractor must analyze and respond to all articles of this RFP providing sufficient information to allow the Conservancy to evaluate the Proposal. Contractor, by submitting its Proposal, agrees that any costs incurred by the Contractor in responding to this RFP are to be borne by the Contractor and may not be billed to the Conservancy.

Through this RFP, one Contractor will be selected to implement the design, engineering, construction and planting of the Redhorse Bend Preserve Restoration Project. The Conservancy shall select a Contractor in the Conservancy's sole discretion. The Conservancy reserves the right to reject any and all proposals for any reason and to pursue purchasing in a manner that is in the best interest of the organization and that is in compliance with the grant requirements that are financing the Project. A summary of the Contractor scope of services and schedule instructions are as follows:

CONTRACTOR SCOPE OF SERVICES

The selected Contractor will be required to complete the following tasks:

- 1) Site Assessment to identify and characterize existing conditions in the Project Area to support the development of restoration design plans. Conditions to be assessed include, but are not limited to, topography, soil, and hydrology.
- 2) Provide plans for stream, wetland, riparian and upland restoration and re-vegetation. If the proposed design creates a need for any specialized engineering or geotechnical services (i.e. berms impounding water should be supported with corresponding hydraulic and routing studies), the Contractor's proposal should address each service.
 - a. Design documents shall include those elements needed to convey the stream flow with a target Qualitative Habitat Evaluation Index (QHEI) score of 60, or a comparable metric, and a minimum combined restoration length of 1,200 lf
 - b. Design documents shall include a minimum of 10 acres of emergent/shrub wetlands created and a minimum of 20 acres of seasonal floodplain wetland restoration. The goals of the wetland restoration are ORAM scores in the middle to high Category 2 range.
 - c. Documents should clearly indicate the proposed restoration approach or combination of approaches to meet the stated goals.
- 3) Prepare all regulatory permits necessary to initiate and complete the Project. It is the Contractor's responsibility to determine all necessary permitting requirements, prepare all permit related applications, reports, etc, and procure all necessary permits before construction begins. The Contractor should anticipate and budget for 5 years of post-construction monitoring in conjunction with a Nationwide 27 Permit, and completing a SWPPP for the proposed design in accordance with an Ohio EPA construction general permit. Additional permits and regulatory communications are anticipated and should be considered in Contractor's budget.
- 4) Complete 30%, 60% and 90% design reviews with the Conservancy.
- 5) Project Construction: The selected Contractor shall perform construction of this Project per the design as approved by the Conservancy and per the terms and conditions of the Contract.

- 6) The Contractor shall be responsible for minimizing disturbance to the site, existing natural areas and nearby waterways during project implementation
 - a. Preventing erosion and transport of materials into the Sandusky River and its tributaries.
 - b. The Contractor shall give particular attention to avoiding soil compaction through best management practices, and remediating compaction where it is unavoidable.
 - c. No fill or spoil shall be placed in a stream or wetland area, either on-site or off-site, unless specifically designated as a part of the approved and final Project design and permit.
 - d. Any areas disturbed or spoil areas must be cleaned up, graded naturally, mulched and seeded or reforested in accordance with reasonable timeframes or as required by the Contract and/or the Ohio EPA general permit and/or the SWPPP.
 - e. Sanitation of equipment before entering and leaving the project site, particularly to reduce transport of invasive species.
 - f. The Contractor shall be responsible to repair, replace, or restore any part of the property outside of the Project boundaries that are damaged or changed by the contractor or subcontractor doing work on the Project.
 - g. The Contractor shall be responsible for ensuring that hydrology of the project as designed will not impact existing infrastructure including houses, roads, utilities and drainage of neighboring properties. The design shall ensure and detail stable and appropriate tie-ins with all drainages in the Project Area and with the portions of ditches up and downstream of the Project Area.
- 7) Meetings with the Conservancy shall be conducted on the Site at pre-construction, at 50% completion, and at 100% completion before equipment is removed to ensure that all activities are satisfactorily planned for and completed. A person qualified in each design phase of the project shall be available when required to support the necessary visits. The 100% construction meeting shall be held prior to demobilization.
- 8) The Contractor shall perform re-vegetation of the Project Area per the design as approved by the Conservancy and per the terms of the Contract and permits.
 - a. Vegetative survival must attain 80 percent over a two-year period after completion of construction.
- 9) Any data resulting in a formal report such as a wetland delineation, endangered species survey etc. shall be given to the Conservancy at Project completion. All survey data collected during the Project shall be delivered in raw data form with coordinate information, survey codes, benchmark control and/or other GPS data. Design plans shall be delivered in both hardcopy and electronic version (pdf and GIS files).
- 10) All materials and each part or detail of work shall be subject to inspection by the Conservancy. The Conservancy or its representatives shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as required to make a complete and detailed inspection at any and all times.

11) An as-built survey should be prepared of the completed construction Project, including a red-line mark-up version compared to the design plan. A longitudinal profile of any stream restoration within the limits of the Project area will also be prepared.

12) Perform invasive species control for 2 years after Project completion.

DELIVERABLES

Deliver the following to the Conservancy:

- CD-ROM of all data, plans and regulatory permits gathered and generated in a format acceptable to the Conservancy.
- 30 percent interim design plans
- 60 percent interim design plans
- 90 percent interim design plans
- Final Engineered Plan Set, signed and endorsed by a professional engineer
- As-Built drawings and longitudinal profile: Prior to submission of a final application for payment, as built drawings shall be provided to the Conservancy showing final site conditions, including linear feet of stream, acres of wetland restored and acres of area reforested/revegetated. A set of red-line as-built drawings shall also be submitted displaying deviations from the approved design plan, as well as a longitudinal profile of any restored stream areas within the Project boundaries.
- Construction photographs: The Contactor shall furnish a series of digital construction photos to show the progress of work. Photos must be provided on a CD or other digital media.

SCHEDULE

All Project activities must be completed no later than May 31, 2021. The Contractor should provide a schedule of its planned activities for completing all tasks. Contractor should assume a commencement date of March 2020. Include within the schedule a proposed payment schedule. An ideal project schedule would have all major earthwork and grading activities and site stabilization completed by January 31, 2021, allowing reforestation and other planting tasks to be completed in Spring 2021.

SECTION D: INSTRUCTION FOR OFFERERS

In responding to this request, please include the following items:

1. A cover letter including an executive summary of the key proposal elements, not to exceed two pages in length. The cover letter shall be signed by a person legally authorized to bind the Contractor.
2. A Project narrative comprised of the following sections and referencing the Project Specifications and Contractor Scope of Services above:
 - a. Description of the Contractor's understanding of the Project.

- b. Proposal and technical approach for completing all tasks described in this RFP.
 - c. Description of the restoration approach. How the approach will meet and/or exceed the minimum Project and grant requirements.
 - d. Discussion of any additional observations, concept design alterations, cost-saving strategies, etc.
 - e. A table should be provided that clearly defines the quantity of proposed restoration features (i.e. length of stream, acres of wetland etc.). The approach should also detail the amount of disturbance in terms of acres and/or volume of earth disturbance.
 - f. A description of water diversion and water quality protection methods to be utilized during construction, as necessary.
3. A detailed budget that relates to quantity of work to be completed (i.e. make clear how many acres will be planted or how many feet of stream bank will be recontoured for the specified costs). The Contractor may also include a budget narrative (no more than one page) in order to better support the budget.
4. A proposed Project schedule with completion of all Project activities no later than May 31, 2021. The Project schedule should include key milestones, deliverables, coordination meetings, and a proposed payment schedule.
5. A summary of the Contractor's qualifications. This section should include the following:
 - a. List and describe each entity, including proposed subcontractors, that are a part of the Contractor's Project team, including each entity's experience with projects similar in nature to the subject Project. If proposed subcontractors are not identified in the proposal, a rationale for how those subcontractors will be selected should be provided.
 - b. A summary of at least four 4 wetland or riparian restoration projects, preferably performed within the Western Lake Erie Basin.
 - c. Identify all of the key Project team personnel, including key subcontractor personnel, who will be involved in the Project, including the experience, knowledge, technical expertise, certifications and licenses (including state of licensure), and resumes of key personnel.
6. Three (3) References, including contact information and brief Project descriptions. At least two of the references must be from among the four wetland or riparian restoration projects provided in Section 5(b) above.
7. A completed Conflict of Interest Disclosure Form, a blank copy of which is attached as Exhibit D

8. A completed Non-Collusion Affidavit, a blank copy of which is attached as Exhibit E.

The selection process will involve screening of submitted proposals and possible interviews. The Conservancy will select a Contractor on the basis of adherence to the RFP, Contractor qualifications and experience, understanding of the scope of services, response to technical components of this document, and the quantity and quality of work to be performed in relation to the budget.

Any contract awarded under this invitation will be financed solely through the H2Ohio funds described in Exhibit C of this RFP. *The Conservancy's receipt of the grant funds shall be a **condition precedent** to the Conservancy's obligation to make any payment to the Contractor.*

VISITING THE SITE

To allow interested Contractors to assess the conditions of the site to inform their responses to this RFP, the Conservancy will provide site access, upon request, to all firms interested in submitting a proposal. The Site is not open to the public, so do not conduct a site visit without first notifying and getting approval from the Conservancy. Email your access request to mcoulter@blackswamp.org.

QUESTIONS AND RESPONSE TO THIS RFP MUST BE EMAILED TO:

Melanie Coulter mcoulter@blackswamp.org No phone calls please.

If the Contractor's proposal is larger than 10 MB in size it may not be received by the Conservancy's email system. Proposals larger than 10 MB in size may be emailed via a large file transfer service or they may be mailed to the Conservancy at P.O. Box 332, Perrysburg, OH 43552-0332.

Questions must be received by February 6, 2020. Not later than February 7, 2020, the Conservancy will distribute all questions received and its responses to those questions to all firms that have expressed an interest in submitting a proposal. All firms interested in submitting a proposal and being included on the question and response distribution list should notify Melanie Coulter by email at mcoulter@blackswamp.org.

Submissions, including submissions that are mailed or shipped to the above P.O. Box, must be received no later than 4:00 pm on February 28, 2020. Proposals received after this date will not be accepted. The Conservancy expects to award the contract on March 18, 2020. Work will commence after successful execution of a contract for services between the Contractor and the Conservancy.

INSURANCE REQUIREMENTS

1. The Contractor shall provide the Conservancy with a Certification of Insurance verifying its limits for liability, property damage, and automobile insurance in an amount not less than One Million Dollars (\$1,000,000), per occurrence.

2. The Conservancy shall be specifically named as an “additional insured” on all policies covering work under this Contract. The required Certificate of Insurance shall show that the Conservancy has been added to the policies.
3. ALL insurance shall be endorsed so that it cannot be canceled in less than thirty (30) days.
4. The Contractor shall also meet any further insurance requirements set forth in the Contract and/or the Grant Agreement.

PROCUREMENT PROCESS

The Conservancy reserves the right to reject, in its sole and absolute discretion, any and all proposals, for any reason, to waive technicalities, and to pursue purchasing that is in the best interest of the organization.

DISPOSITION OF PROPOSALS

All material submitted in response to this RFP will become the property of the Conservancy and may be returned only at the option of the Conservancy and at the expense of the Contractor. The Conservancy reserves the right to retain a copy of any materials returned. Successful and unsuccessful Contractors will be notified in writing. The Conservancy shall not be obligated to detail any of the results of its evaluation.

SECTION E: APPLICABLE REQUIREMENTS

In the performance of the Project, Contractor shall comply with:

1. All applicable Ohio Governor Executive Orders; Federal, state and local laws, regulations (rules), assurances, and orders, whether or not specifically referenced herein.
2. Any and all terms and conditions of the Grant Agreement, attached as Exhibit C.

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 RFP shall be exclusively directed to Melanie Coulter as directed in Section D above. Contractors are hereby expressly instructed not to otherwise communicate with the Conservancy or partners regarding this RFP. This prohibition is also applicable to Contractor’s affiliates, officers, employees, agents, subcontractors, consultants and proposing team members.

DRUG FREE WORKPLACE

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

NONDISCRIMINATION

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

The Contractor agrees that the hiring of employees for the performance of work under this Agreement shall be done in accordance with Sections 125.111, 153.59, and 153.591 of the Ohio Revised Code.

EQUAL EMPLOYMENT OPPORTUNITY

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

NON-COMPLIANCE

Contractor's non-compliance with the non-discrimination requirements set forth herein shall be a basis for not awarding the Project to the Contractor and/or for termination of the Contract.

CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

In order to eliminate any conflicts of interest or perceived conflicts of interest, it is necessary for each Contractor to disclose names and information in accordance with the attached Conflict of Interests Disclosure form. This relates to people who work, directly or indirectly, to respond to this RFP, as well as people who will do the resultant work if the Contractor receives the contract. The information will be kept confidential and given out only on a "need to know" basis.

The Contractor shall not voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

The Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43 and Executive Order No. 2007-01S ("Executive Order"). The Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will take any action inconsistent

with such laws and/or the Executive Order. The Contractor understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, ground for termination of the Contract.

INDEPENDENT CONTRACTOR CAPACITY

The parties hereto agree that the Contractor, and any agents, employees, and/or subcontractors of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of Ohio, the Conservancy, partners and/or funding agencies. Nothing in this Agreement or the Contract shall be construed so as to create a partnership, joint venture, or other form of business entity or relationship between the parties.

OHIO ELECTIONS AND CAMPAIGN CONTRIBUTIONS LAW

In its Proposal, the Contractor shall certify that all applicable parties listed in ORC 3517.13(I)(3) or (J)(3) are in full compliance with ORC 3517.13(I)(1) and (J)(1).

TRANSFER OF RECORDS

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

CONTINGENCIES TO AWARD OF CONTRACT

The Conservancy shall not be required to award a contract to any of the entities that submit a proposal in response to this RFP. The Conservancy shall, at the Conservancy'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 Conservancy'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, and/or inability of the Conservancy to get one or more permits necessary to complete the Project. The final award of the Project is conditional on Contractor executing a written Contract acceptable to the Conservancy, in its sole and absolute discretion, and approved by TNC. A draft Contract is attached to this RFP as Exhibit F. If the Contractor proposes changes to that form of Contract, such proposed changes should be submitted as part of its Proposal. The Conservancy reserves the right, in its sole and absolute discretion, to reject any and all changes proposed by any Contractor submitting a Proposal.

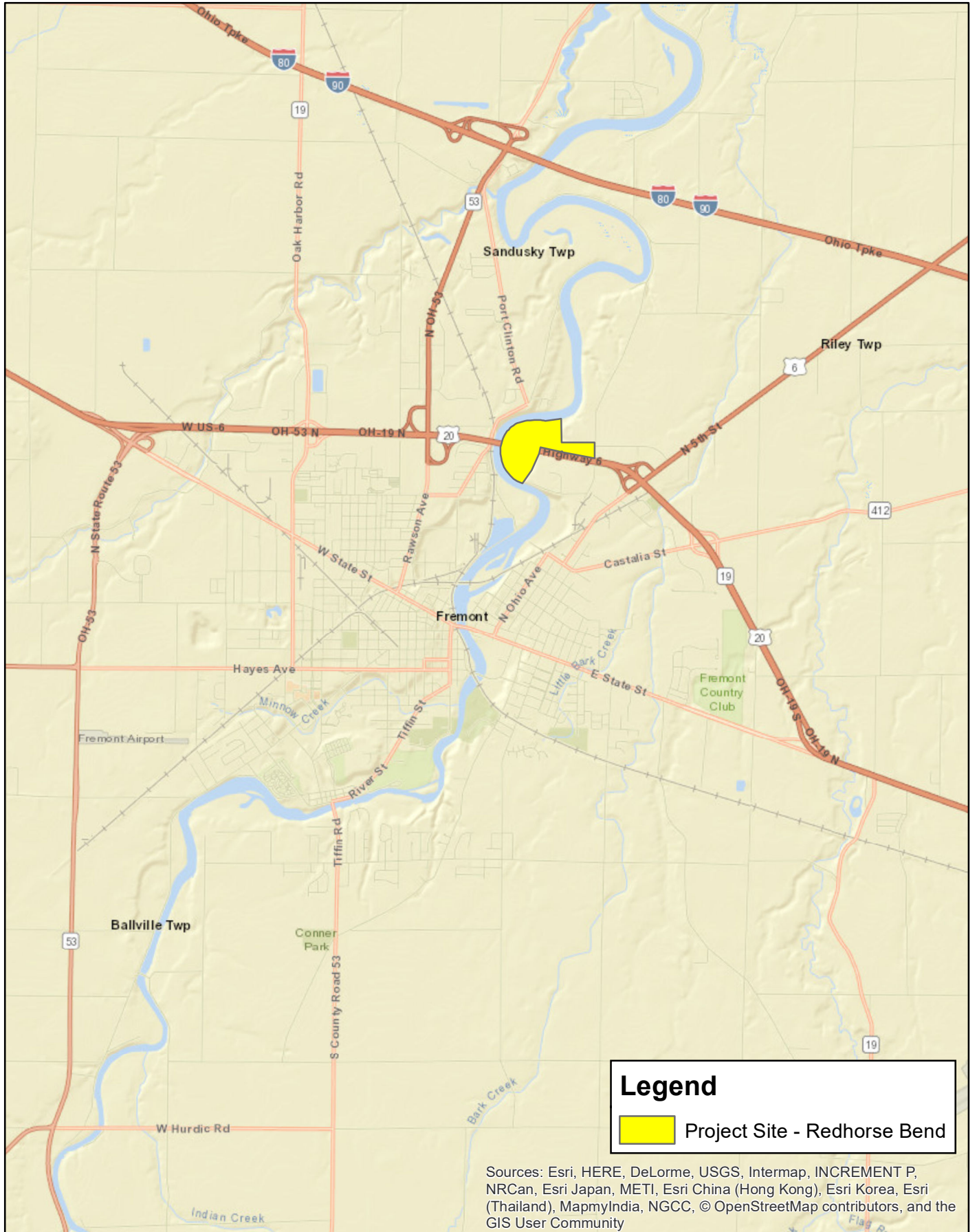
SIZE OF PROPOSAL

The total size of the proposal submitted to the Conservancy under this RFP should be no more than 50 pages, double sided, in length. The proposal should be in Times New Roman 12 point font on 8.5" x 11" paper. If concept plans are provided in conjunction with the proposal, such concept plans can be sized for 11"x17" paper and will count for only 1 page, but cannot be double-sided.

EXHIBITS

- Exhibit A – Maps of Project Site and Project Area
- Exhibit B – Conceptual Restoration Plan for Redhorse Bend
- Exhibit C – Grant Agreement between Black Swamp Conservancy and Ohio DNR
- Exhibit D – Conflict of Interest Disclosure Form
- Exhibit E – Non-Collusion Affidavit
- Exhibit F – Draft Contract

Exhibit A - Project Site Location Map



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

0 0.25 0.5 1 1.5 2 Miles



Exhibit A - Project Area within Redhorse Bend Preserve

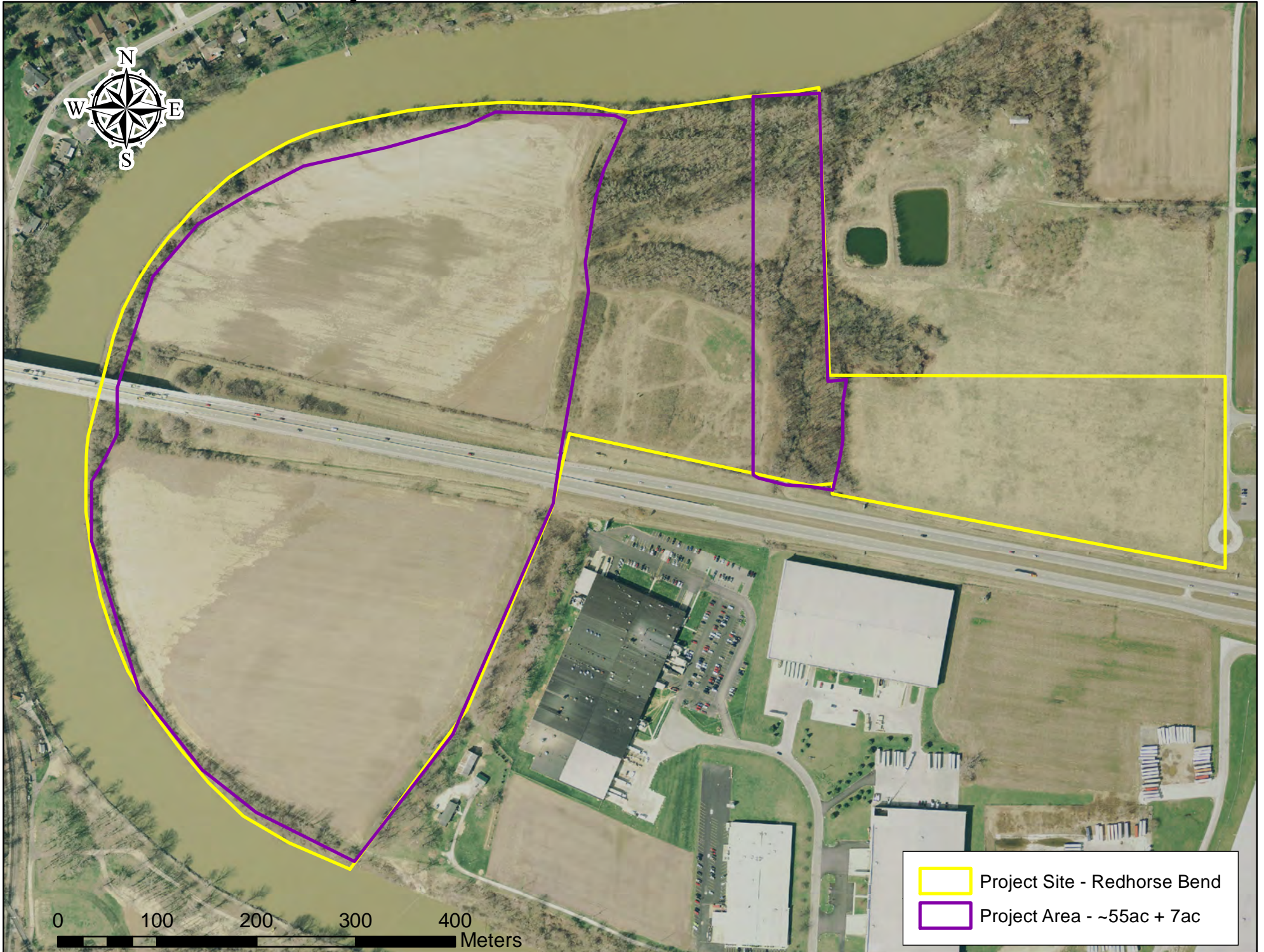


Exhibit B

Conceptual Restoration Plan for Redhorse Bend

By Black Swamp Conservancy, Conservation Manager and Sandusky County Park District, Stewardship Coordinator

Background Info on Redhorse Bend

Redhorse Bend is owned by Black Swamp Conservancy. After this proposed restoration is complete, the property will be transferred to Sandusky County Parks to manage. Upon transfer, a Conservation Easement will be placed on the property, to ensure the site is protected as a natural area in perpetuity. Due to this partnership, the Conservancy and the Park District are collaborating on the planning and execution of this restoration & public access development plan.

The site contains approximately 4,410 linear feet of Sandusky River mainstem and 2.5 acres of mature Category 2 forested wetlands that will be permanently protected by this project. Even more impressive is the property's restoration potential. Much of the agricultural lands are conducive to wetland restoration having hydric soils. Project site soils (per Natural Resources Conservation Service Soil Survey) are all alluvial (water deposited) therefore, probability of wetlands historically on site very high.

The property is located within Sandusky County a short distance north of the City of Fremont. It is accessed off of Bloom Road and is split almost in half by State Route 20. The property is located immediately adjacent to the Sandusky River, which borders it on 3 sides. The site is just upstream from additional riverfront conservation lands. The site has been farmed for decades, and is still being leased for grain production until restoration funds are secured.

Restoration Units

In designing the Conceptual Restoration Plan for Redhorse Bend, we consider the property as 4 management units:

1. Northern Wetland Complex
2. Southern Wetland Complex
3. Ditch 4 into Existing Forested Wetland

Northern Wetland Complex

The 24.5-acre zone north of Highway 20 is mostly low and seasonally flooded and contains a 10-acre core of hydric soils. Our restoration concept for this northern area includes:

- Remove / Crush Field Tile
- Construct a **10-acre Emergent/Shrub Wetland** with varied microtopography in hydric soil zone
- Create hydrologic connection between this wetland and the River
- Use soil from wetland construction to create a berm between the wetland and Hwy 20 ROW

- Create Seasonal Floodplain Wetland in the non-hydric soil areas by creating some microtopography elements and planting appropriate seasonal wetland plants (14.5 acres)
- Reroute water from west-running Ditch 1 and north-running Ditch 2 into Emergent/Shrub Wetland by blocking ditches and constructing meandering stream channel that ends in alluvial fan into the constructed wetland

Southern Wetland-Upland Complex

The 28.5-acre zone south of Highway 20 is mostly higher and dryer, featuring a steep slope running down to the River. There are no hydric soils in the southern zone, but the 6 acres in the northwestern corner are low and can flood occasionally. Our restoration concept for this southern area includes:

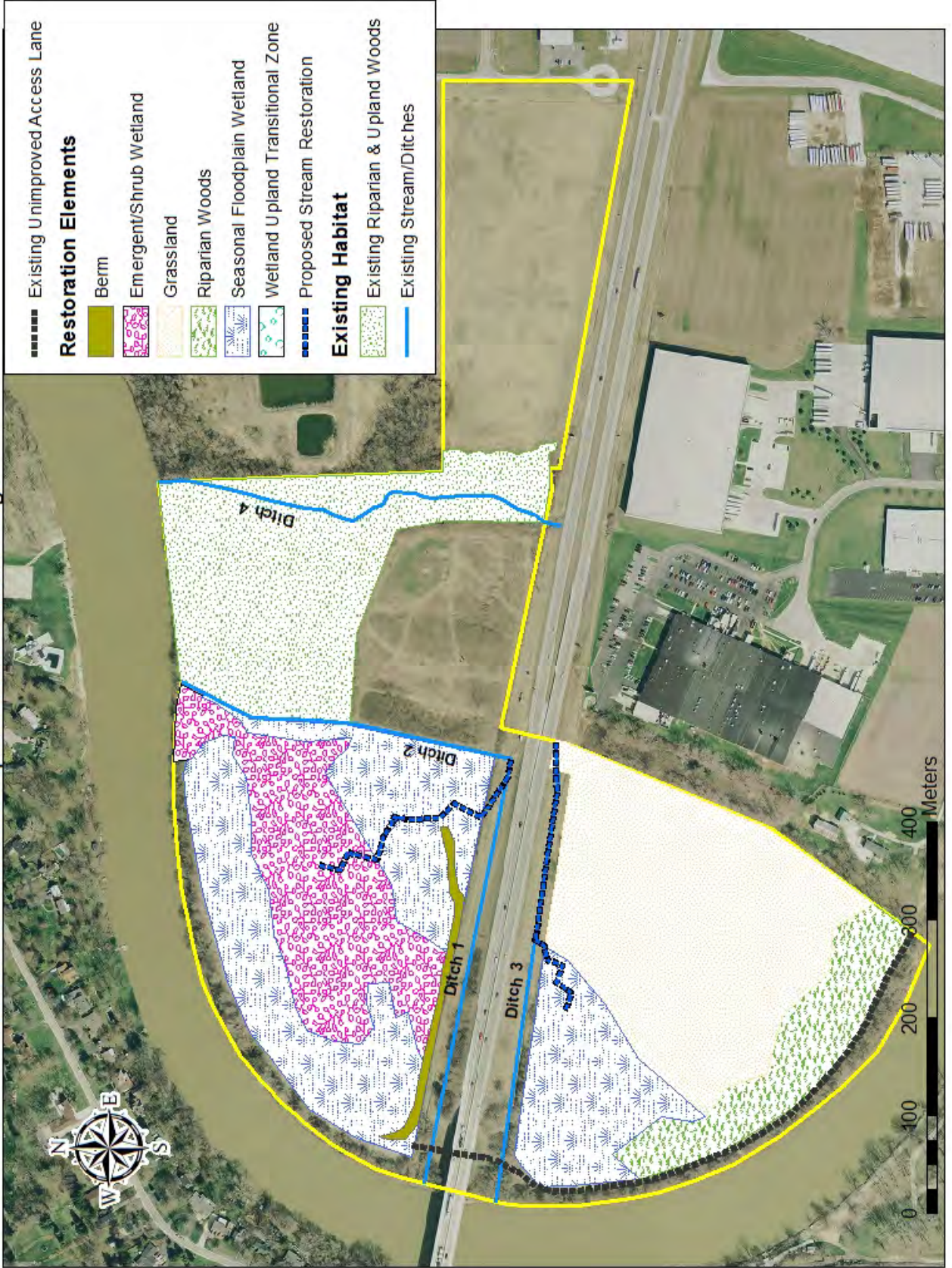
- Restore 6 acres of Seasonal Floodplain Wetland by removing/crushing field tile and planting appropriate seasonal wetland plants
- Plant ~200-ft wide riparian woods (5.2 acres)
- Reroute water from west-running Ditch 3 into Seasonal Floodplain Wetland by blocking ditch and constructing meandering stream channel that ends in alluvial fan into restored wetland
- Plant 17.4 acres of Grassland on the dryer zone

Ditch 4 Into Existing Forested Wetland

If budget allows, small water quality improvements could be made to Ditch 4. Possibilities include:

- Pulling small segments of the ditch banks back in one or two locations to allow floodplain access
- Widening the mouth of the ditch to direct its flow into the existing forested wetland before it runs into the river.

Redhorse Bend Conceptual Restoration Design



**H2Ohio Grant Agreement Between
The Black Swamp Conservancy
and the
Ohio Department of Natural Resources**

This Grant Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (the "ODNR"), acting by and through its Director, pursuant to Section 1501.01 of the Ohio Revised Code and Amended Substitute House Bill No. 166, passed by the 133rd General Assembly of the State of Ohio and signed by the Governor of Ohio on 18 July, 2019 (effective date July 18, 2019) and The Black Swamp Conservancy, (the "Grantee").

Pursuant to Am. Sub. H.B. No. 166, the 133rd General Assembly of the State of Ohio has appropriated funds of which Nine Hundred and Seventy-Six Thousand Dollars (\$976,000) has been redirected and awarded to the Grantee for costs associated with the Redhorse Bend Preserve Project (hereinafter referred to as the "Project").

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

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

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to Am. Sub. H.B. No. 166 of the 133rd General Assembly, the parties hereto agree as follows:

1. ODNR agrees to provide the Grantee Nine Hundred and Seventy-Six Thousand Dollars (\$976,000) via qualifying advance and reimbursement to be used toward the total cost of the Project as follows:
 - a. Not less than fourteen (14) business days in advance of the date BSC anticipates making expenditures for the Project, BSC shall submit to ODNR an invoice for an advancement of funds, accompanied by a detailed statement listing the estimated item expenditures to be incurred during the invoice period;
 - b. ODNR shall review such invoices promptly and shall pay the invoice within fourteen (14) business days of receipt thereof, unless it requires and requests additional information from BSC as a condition of payment;

- c. Beginning with the second invoice, each invoice shall (i) also be accompanied by a detailed accounting of the Project expenditures of all previously-advanced funds and (ii) deduct from the amount requested any unencumbered, previously-advanced funds; and,
 - d. ODNR agrees to accept invoices for an advancement of funds submitted less than fourteen (14) days in advance of the date BSC anticipates making expenditures for the Project, but payment shall still proceed in accordance with paragraph b above.
2. In no event shall ODNR's payment to Grantee exceed Nine Hundred and Seventy-Six Thousand Dollars (\$976,000). Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not timely spent in connection with the Project shall be returned with interest to the State of Ohio calculated in accordance with R.C. § 1343.03(A).
3. Grantee agrees that the Project will be completed, in accordance with Exhibit A, on or before June 30, 2021 ("Completion Date") at which time Grantee will provide a final report to ODNR. This Agreement shall terminate five (5) years after ODNR's receipt of the final report, however, in no event shall ODNR's financial obligation extend beyond June 30, 2021. Upon written request, and subject to appropriation and renewal of funds by the State of Ohio, this Agreement may be renewed and extended by the Parties.
4. The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property to restore and/or develop wetlands and wetland function. ODNR agrees that perfection of a mechanic's lien under R.C. Ch. 1311 on the Property will not violate this Paragraph 4. The Grantee represents that it is the fee simple owner of the property described in Exhibit A ("Project Property") and that the Project Property is subject to Use and Development Restrictions (filed with the Sandusky County Recorder's Office on November 3, 2015, in Book 163, Page 2351) limiting use of the Project Property, in perpetuity, for preservation, restoration, and management of open space and habitat, education, and public access. Grantee further represents that the Project is consistent with such restrictions and such restrictions will not be removed without prior written consent from ODNR.
5. The Grantee shall be responsible for the administration of the Project. The Grantee shall have the full authority to contract with appropriate persons for the design and construction of the Project. The Grantee shall make diligent efforts to secure all necessary

permits for the Project. If the issuance of one or more such permits is delayed, ODNR agrees to extend the Completion Date to allow Grantee to complete the Project once such permits are issued. The Grantee warrants and certifies that it will cause the Project to be constructed on or before the Completion Date and reasonably adhere to the submitted development timeline set forth in Exhibit A.

6. The Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project.
7. If for any reason funds and/or interest on such funds acquired through this Agreement are required to be paid, repaid, or remitted to the State of Ohio, such shall be remitted in full within forty-five (45) days of demand to:

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

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to the Auditor of State and ODNR.

8. ODNR's sole liability under this Agreement shall be for the advancement of the grant funds described herein. ODNR shall have no liability for the construction, operation, maintenance, and/or use of the Project.
9. Grantee has furnished ODNR with acceptable proof of insurance providing coverage for all employees or agents of Grantee who are or will be responsible for maintaining or disbursing funds acquired through this Agreement against loss of such funds, with a limit of liability of \$5,000. ODNR agrees that said coverage is adequate. All funds acquired by Grantee through this Agreement shall be deposited in one or more federally-insured financial institutions until such funds are spent on the Project.
10. The Grantee will keep and make all Project-related records available to the state Auditor or the Auditor's designee for a period of not less than five (5) years after the date of the Project completion. The Grantee acknowledges that the Auditor of State or ODNR may audit the Project at any time, including before, during and after completion.
11. The Grantee assures compliance with the following Federal, State, and local laws and regulations, for the Project:
 - a. Prevailing wage pursuant to ORC Chapter 4115

b. Worker's Compensation

c. Equal Opportunity Laws

The Grantee agrees that it will fully comply with all state and federal non-discrimination laws and promptly comply with all requests and directions from the State of Ohio in this regard.

d. Domestic Steel pursuant to ORC 153.011

e. Environmental and Historical Preservation Laws and Regulations

The Grantee assures compliance with all applicable Federal, State, and local environmental and historic preservation laws and regulations pertaining to the Project.

f. Drug-free Workplace

The Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free workplace. The Grantee will make a good faith effort to ensure that all contract employees, while working on Grantee's property, will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way.

g. Laws of Professional Design

The Grantee will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect, or landscape architect.

12. The Grantee agrees it will comply with any other Federal, State, and local laws and regulations applicable to the Project, whether now known or later identified.
13. The Grantee affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section.
14. ODNR reserves the right to terminate this Agreement if the Grantee is unable to proceed with the Project described in this Agreement, or if Grantee violates any of the terms of this Agreement (a "Default"). If ODNR believes a Default has occurred, ODNR shall provide written notice of its intent to terminate this Agreement reasonably identifying the Default. Grantee shall have thirty (30) days from receipt of such notice to cure such Default or dispute that a Default has occurred. During this thirty (30) day period, Grantee shall not incur any additional expenses on the Project unless and until the Default is cured.

15. The Grantee will assure that monies expended under this Agreement are spent in conformity with their intended purpose as provided by Am. Sub. H.B. No. 166, 133rd General Assembly, Section 126.60 of the Ohio Revised Code. ODNR agrees that the expenditure of monies by Grantee to complete the Project in a manner consistent with Exhibit A will conform with the intended purposes of Am. Sub. H.B. No. 166, 133rd General Assembly, Section 126.60 of the Ohio Revised Code.
16. The Grantee certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
17. No personnel of either Party who exercises any functions or responsibilities in connection with the review or approval of this Agreement shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the other Party in writing. Thereafter, he or she shall not participate in any action affecting the Project, unless the other Party determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
18. The Grantee hereby certifies that neither it nor, to the best of its knowledge any of its officers or directors, or the spouse of any such person, has made contributions to the ODNR or the Governor in excess of the limitations specified in R.C. 3517.13.
19. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.
20. 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.

21. 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.
22. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by the Grantee, without the prior written consent of ODNR.
23. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
24. This Agreement is not binding upon ODNR unless executed in full. This Agreement is effective as of the last date of signature by ODNR.
25. All notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses set forth above. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. All Notices required or permitted to be given pursuant to the terms of this Agreement shall be respectively addressed as follows:

- (a) with respect to project progress and completion reports:

Christina Kuchle
952 Lima Ave
Findlay, Ohio 45840
419-348-5073
Christina.kuchle@dnr.state.oh.us

- (b) with respect to project fiscal management:

Christina Kuchle
952 Lima Ave
Findlay, Ohio 45840
419-348-5073
Christina.kuchle@dnr.state.oh.us

- (c) with respect to the project grantee:

Melanie Coulter
4825 Sugar Ridge Road
Pemberville, Ohio 43450
419-508-2822
mcoulter@blackswamp.org

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

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

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

FOR THE BLACK SWAMP CONSERVANCY

FOR THE ODNR



Rob Krain
Executive Director



Mary Mertz
Director

1/7/2020

Date

1/8/2020

Date

Exhibit A

Scope of Work

Redhorse Bend Preserve Restoration Project (Sandusky County)

Redhorse Bend Nature Preserve (93 acres) lies along the Sandusky River on the north edge of Fremont in Sandusky County. The Preserve is owned by The Black Swamp Conservancy ("Grantee") and will be transferred to Sandusky County Parks to manage as a public park after restoration is complete. Upon transfer, a Conservation Easement will be placed on the property, to ensure the site is protected as a natural area in perpetuity. The site contains approximately 4,410 linear feet ("LF") of Sandusky River mainstem, 2.5 acres of mature Category 2 forested wetlands, and 55 acres in grain production. The site is split almost in half by State Route 20, and two ditches run through the property carrying runoff from SR 20 and an adjacent industrial complex.

H2Ohio funding will cover all costs for restoring the 55 acres still in grain production into a wetland-upland complex with hydrologic connection to the river and water filtration built into the restoration design. Grantee will engage an outside environmental consulting firm in a design-build contract to design, engineer and implement the restoration project. The restoration will include: 1) Crushing Field Tile; 2) Constructing a 10-acre Emergent/Shrub Wetland with varied microtopography in the hydric soil zone; 3) Creating hydrologic connection between this wetland and the River; 4) Using soil from wetland construction to create a berm between the wetland and Hwy 20 ROW; 5) Creating Seasonal Floodplain Wetlands in the non-hydric soil areas by creating some microtopography elements and planting appropriate seasonal wetland plants; 6) Diverting water from two ditches into the planned wetlands by constructing streams; 7) Planting 5 acres of riparian woods buffering the River; 8) Planting 17 acres of Prairie in the dryer upland zone.

Specific tasks include the following:

Task 1 – Conceptual Design: Grantee has completed an in-house Restoration Concept.

Deliverable 1 – Restoration Concept document and map. Grantee's Conceptual Restoration Plan is attached hereto as Addendum 1.

Task 2- Engineering and Design: Grantee will use its competitive Request for Proposals process to select and engage an outside firm in a Design-Build contract. The selected firm will be responsible for the restoration from start to finish, including E&D, Permitting, and Implementation. The selected Design-Build firm will convert Grantee's Restoration Concept into an engineered design. Grantee will require 30%, 60%, 90% and final engineered designs from the firm and will meet with the firm to provide feedback on each stage of the design.

Deliverable 2a – 30%, 60% and 90% Designs for the Restoration

Deliverable 2b – Final Engineered Plan Set for the 55-acre restoration, signed and endorsed by a professional engineer.

Task 3 – Permitting: The firm Grantee selects for the Design-Build contract will be charged with determining which permits are required, developing all permit application materials, conducting any required surveys/models, and securing all necessary permits before construction begins. Grantee anticipates needing the following permits for this project:

- Ohio EPA Section 401 Water Quality Certification
- US Army Corps of Engineers Section 404 Permit
- National Pollution Discharge Elimination System (NPDES) General Permit for discharge of storm water for construction activities of over one acre in size
 - Stormwater Pollution Prevention Plan (SWPPP) will be developed for submission with the NPDES
 - Notice of Intent (NOI) for coverage under the NPDES Storm Water General Permit for Construction Activities will be required
- Special Flood Hazard Area Development Permit from the County Engineer. This permit application will be accompanied by:
 - Certification from a registered professional engineer that flood carrying capacity will not be diminished. Certification will be determined by the Design-Build firm by:
 - Obtaining FEMA flood insurance model for Sandusky River and performing a FEMA level Hydrologic and Hydraulic study along the affected reach of the River
 - Providing engineering certification that development with the floodway will not cause a rise in the Base Flood Elevation
- State Historic Preservation Office Section 106 Review

Deliverable 3a – Final List of Required Permits, vetted by selected firm.

Deliverable 3b – All Required Permits delivered to Grantee before construction begins.

Task 4 – Implementation: The firm Grantee selects for the Design-Build contract will be charged with implementing the restoration of 55 acres of cropland to native habitat with water filtration components. The firm's implementation activities will include construction staking, site prep, wetland and stream construction, native plantings, and post-restoration invasive plant control. Grantee will oversee the work of the Design-Build firm with frequent communication and site visits during construction and planting work.

Deliverable 4 – 55 acres of cropland restored to native habitat, with water filtration components. Specific restoration deliverables:

- a) 16 acres of Field Tile Crushed
- b) 10-acre Emergent/Shrub Wetland constructed with hydrologic connection to Sandusky River
- c) 20 acres of Seasonal Floodplain Wetlands restored, with microtopography restoration and seeding native seasonal wetland plants
- d) 2 streams constructed (~1,200 linear feet)

- e) 2 ditches (draining Highway 20 bridge & 0.14 square miles of land) diverted into restored wetlands via the constructed streams
- f) 5 acres of wooded riparian buffer planted along Sandusky River
- g) 17 acres of Native Prairie planted

Task 5 – Construction Oversight: The firm Grantee selects for the Design-Build contract will be charged with overseeing construction. Likely, the Design-Build firm will sub-contract with a construction firm and will directly oversee the construction firm’s work. Grantee staff will oversee the Design-Build firm by requesting frequent project updates and performing site checks during the construction and planting phases.

Deliverable 5: As-built drawings of the site licensed by a professional engineer.

Task 6 – Project Management: Grantee’s Conservation Manager, Melanie Coulter, will be the Project Manager and will be responsible for running the Request for Proposals process, drafting and negotiating the Design-Build contract, overseeing the firm selected for the Design-Build contract, reviewing and providing feedback on the 30%, 60% and 90% restoration designs, documenting project progress and reporting to ODNR.

Deliverable 6: Monthly reports in a format as specified by the Ohio Department of Natural Resources.

Project Timeline and Budget:

Project Timeline – Redhorse Bend Preserve Restoration Project	Q1 FY20 July 2019	Q2 FY20 Oct 2019	Q3 FY20 Jan 2020	Q4 FY20 April 2020	Q1 FY21 July 2020	Q2 FY21 Oct 2020	Q3 FY21 Jan 2021	Q4 FY21 April 2021
Task 1 – Conceptual Design								
Task 2 – Engineering and Design								
Task 3 – Permitting								
Task 4 – Implementation								
Task 5 – Construction Oversight								
Task 6 – Project Management								

Budget Summary	
Reimbursable Item	\$ Amount
Salaries and Benefits	\$4,260
Travel	\$250
Supplies	\$0
Equipment	\$0
Contractual	\$947,090
Other	
Total Direct Expenses	\$951,600
Indirect Expenses	\$24,400
Total Reimbursable	\$976,000

Budget Justification

Total: \$976,000

Salaries & Benefits: \$4,260 = 5 weeks of salary for Conservation Manager's time for Project Management over the course of the 2 year project.

Travel: \$250 = \$0.505 per mile for 10 round trips to project site

Contractual: \$947,090

Design-Build Contract Component	Cost	Justification
Construct & Plant 10-acre Emergent/Shrub Wetland w/ berm	\$152,500	\$15,250 per acre includes all components of construction & planting, plus as-built survey*
Restore 20 acres of Seasonal Floodplain Wetland	\$160,000	\$8,000 per acre includes Tile Search & Removal, minimal earth moving for micro-topography contouring, site prep, erosion control and planting. *
Plant 17 acres of Grassland	\$20,400	\$1,200 per acre includes native seed mix from Ohio Prairie Nursery and seeding**
Plant 5 acre of Wooded Riparian Buffer	\$18,720	\$16.64 per tree @ 225 trees/ac – includes trees, stakes, protective tubes, weed mats, fertilizer**
Construct 2 Streams (~1200 lf) and redirect ditches into them	\$396,000	\$330 per linear foot includes staking, construction, water control, bank stabilization, erosion control, as-built survey**
Design & Engineering	\$74,970	~10% of restoration / construction costs
Permitting	\$20,000	Based on permits for two recent projects
2 years of invasive plant treatments post-restoration	\$104,500	\$1,900 per acre based on costs of current 2-yr contract at Forrest Woods
	\$947,090	

*Costs are based on similar farmland to wetland conversion completed in 2019 by Grantee at Carter Historic Farm.

**Costs based on similar farmland to riparian buffer restoration with construction of new stream channel, completed in 2019 at Grantee's Forrest Woods Nature Preserve

Indirect Costs: \$24,400 = 2.5% of total project costs.

Addendum 1

Conceptual Restoration Plan for Redhorse Bend

By Black Swamp Conservancy, Conservation Manager and Sandusky County Park District, Stewardship Coordinator

Background Info on Redhorse Bend

Redhorse Bend is owned by Black Swamp Conservancy. After this proposed restoration is complete, the property will be transferred to Sandusky County Parks to manage. Upon transfer, a Conservation Easement will be placed on the property, to ensure the site is protected as a natural area in perpetuity. Due to this partnership, the Conservancy and the Park District are collaborating on the planning and execution of this restoration & public access development plan.

The site contains approximately 4,410 linear feet of Sandusky River mainstem and 2.5 acres of mature Category 2 forested wetlands that will be permanently protected by this project. Even more impressive is the property's restoration potential. Much of the agricultural lands are conducive to wetland restoration having hydric soils. Project site soils (per Natural Resources Conservation Service Soil Survey) are all alluvial (water deposited) therefore, probability of wetlands historically on site very high.

The property is located within Sandusky County a short distance north of the City of Fremont. It is accessed off of Bloom Road and is split almost in half by State Route 20. The property is located immediately adjacent to the Sandusky River, which borders it on 3 sides. The site is just upstream from additional riverfront conservation lands. The site has been farmed for decades, and is still being leased for grain production until restoration funds are secured.

Restoration Units

In designing the Conceptual Restoration Plan for Redhorse Bend, we consider the property as 4 management units:

1. Northern Wetland Complex
2. Southern Wetland Complex
3. Ditch 4 into Existing Forested Wetland

Northern Wetland Complex

The 24.5-acre zone north of Highway 20 is mostly low and seasonally flooded and contains a 10-acre core of hydric soils. Our restoration concept for this northern area includes:

- Remove / Crush Field Tile
- Construct a **10-acre Emergent/Shrub Wetland** with varied microtopography in hydric soil zone
- Create hydrologic connection between this wetland and the River
- Use soil from wetland construction to create a berm between the wetland and Hwy 20 ROW

- Create Seasonal Floodplain Wetland in the non-hydric soil areas by creating some microtopography elements and planting appropriate seasonal wetland plants (14.5 acres)
- Reroute water from west-running Ditch 1 and north-running Ditch 2 into Emergent/Shrub Wetland by blocking ditches and constructing meandering stream channel that ends in alluvial fan into the constructed wetland

Southern Wetland-Upland Complex

The 28.5-acre zone south of Highway 20 is mostly higher and dryer, featuring a steep slope running down to the River. There are no hydric soils in the southern zone, but the 6 acres in the northwestern corner are low and can flood occasionally. Our restoration concept for this southern area includes:

- Restore 6 acres of Seasonal Floodplain Wetland by removing/crushing field tile and planting appropriate seasonal wetland plants
- Plant ~200-ft wide riparian woods (5.2 acres)
- Reroute water from west-running Ditch 3 into Seasonal Floodplain Wetland by blocking ditch and constructing meandering stream channel that ends in alluvial fan into restored wetland
- Plant 17.4 acres of Grassland on the dryer zone

Ditch 4 Into Existing Forested Wetland

If budget allows, small water quality improvements could be made to Ditch 4. Possibilities include:

- Pulling small segments of the ditch banks back in one or two locations to allow floodplain access
- Widening the mouth of the ditch to direct its flow into the existing forested wetland before it runs into the river.

Redhorse Bend Conceptual Restoration Design

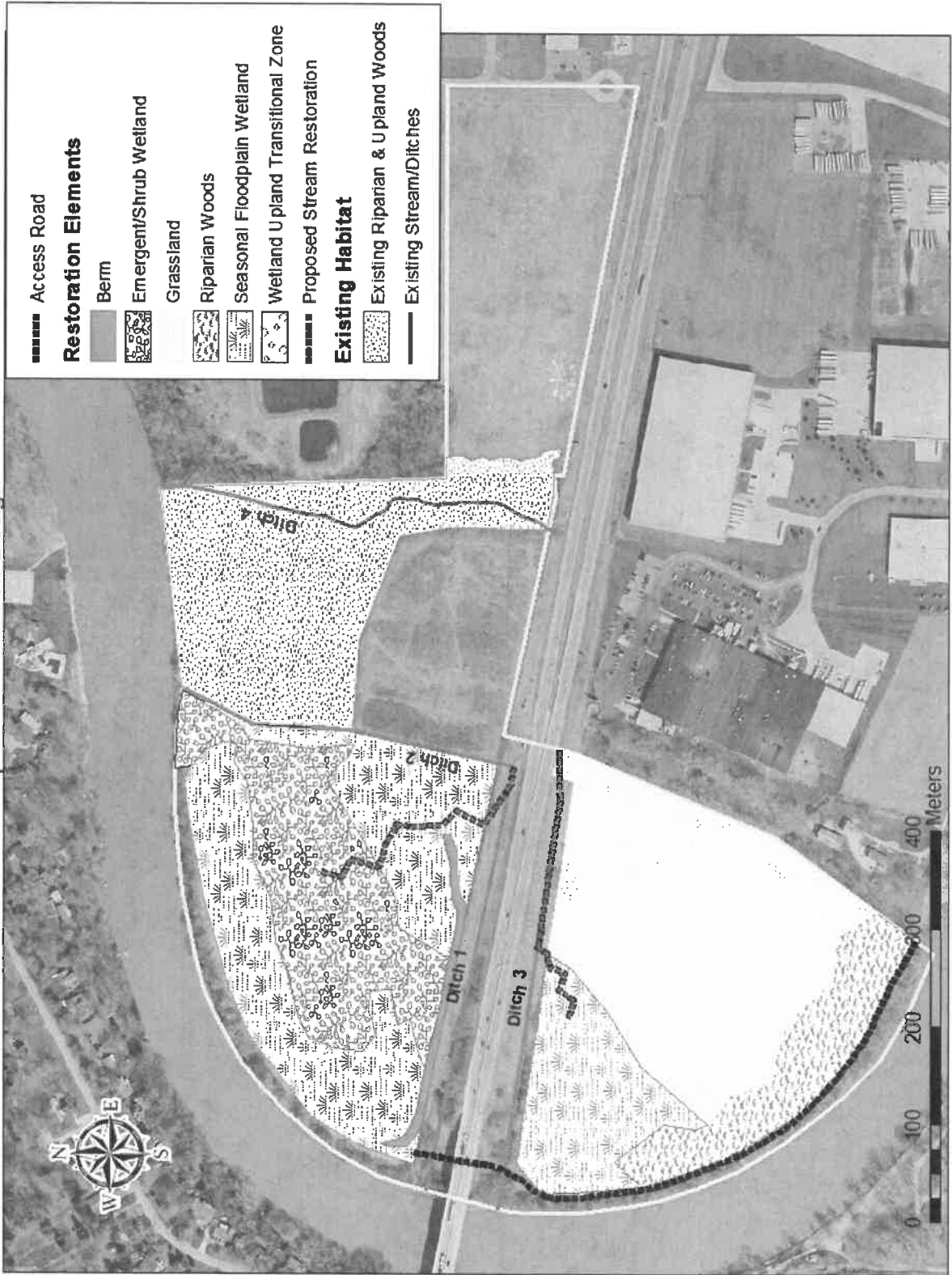


Exhibit D

Black Swamp Conservancy

CONFLICT OF INTEREST DISCLOSURE FORM

It is the policy of Black Swamp Conservancy (the Conservancy) to identify actual, potential, or perceived conflicts of interest in any situation in which the Conservancy has a significant business interest. To assist the Conservancy in complying with this policy, we request that all individuals and/or organizations that will be involved in a proposed transaction with the Conservancy complete this form.

TRANSACTION

Describe the type of agreement (e.g., service contract, grant, etc.).

Design-Build Contract

Total dollar value of transaction: \$ _____

PARTIES

Copies of this form should be completed for each company submitting a proposal AND for each company included in a proposal team. Additional forms should be submitted for any individual within the company that meets these two criteria: (1) would be working directly on this project and/or are a partner or principle or owner of the company, and (2) whose answer to any question on this form is “Yes.”

Please check the box to indicate the type of party for which this form is being completed, list all individuals and/or organizations that will be involved in this transaction, then complete the applicable section that follows. An “organization” includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation or unincorporated entity of any kind, a foundation, public board, commission, and a 501(c) (3) or other charitable organization.

- Individuals (list all, then have each complete Section 1):** _____
- For Profit Organizations (list all, then complete Section 2):** _____
- Not for Profit Organizations (list all, then complete Section 3):** _____

Note: Please refer to the attached list of the Conservancy’s key employees and current and prior members of the Conservancy’s Board of Directors when completing the rest of this form.

1. INDIVIDUALS:

Please check all that apply and attach an explanation for any “Yes” answers.

	Yes	No
a. Are you now, or have you been at any time since July 1, 2014, a Conservancy “key employee” or a member of the Conservancy’s Board of Directors as identified on the attached list?		
b. Are you now or have you been in the past 12 months a Conservancy employee (other than a key employee) or member of an Advisory Council ?		

c. Have you contributed to the Conservancy U.S. \$500 or more during the current year, or U.S. \$2,500 or more, cumulatively, in this year and the prior five (5) years?		
d. To your knowledge, are you a Family Member of any individual identified in paragraph a, b, or c above? (For those purposes, the term “Family Member” includes the individual’s spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; and any person with whom the covered person shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent upon the covered person.)		

2. FOR PROFIT ORGANIZATIONS

Please check all that apply and attach an explanation for any “Yes” answers.

	Yes	No
a. Has the organization made total aggregate contributions to the Conservancy (i) during the current year of U.S. \$500 or more, or (ii) during the current and last five (5) years of U.S. \$2,500 or more?		
b. Now or at the time of the proposed transaction, does or will any Conservancy employee (includes former Conservancy employee who left within last year); member of the Conservancy’s Board of Directors; or Conservancy Chapter Trustee or Advisory Council Member (includes former ones who served within the last year) , individually or collectively with other such persons (including Family Members of such persons; see Section 1 (d) above for definition of Family Members), own more than 35% of the stock or value of the organization (directly or indirectly), or have the legal or <i>de facto</i> power to exercise a controlling influence over the organization’s management or policies , e.g., as an officer, key management employee, board member, or partner?		
c. Now, or at the time of the proposed transaction, have or will any members of the Conservancy’s current Executive Team or Board of Directors (see attached list) serve as: <ul style="list-style-type: none"> • An officer, director, trustee, key employee, or partner; or • If the entity is a limited liability corporation, a members; or • If the entity is a professional corporation, a shareholder? 		

3. NON PROFIT ORGANIZATIONS

Please check all that apply and attach an explanation for any “Yes” answers.

	Yes	No
a. Now or at the time of the proposed transaction, have or will any Conservancy employee (includes former Conservancy employee who left within last year); member of the Conservancy’s Board of Directors; Chapter Trustees, Council Advisors (includes former ones who served within the last year) , or Family Members of any of these, individually or collectively, have the ability to control management of the entity? See Section 1(d) above for definition of Family Members.		

Individuals who in the current fiscal year (FY20) are or during the preceding five fiscal years have been a Conservancy “key employee” or a member of the Board of Directors:

Key Employees

Other/Former Key Employees

Current Team

Elisabeth Anderson

Melanie Coulter

Rob Krain

Laura Rodriguez

Linda Wegman

Sarah Brokamp

Christopher Collier

Christopher Dickey

Julie Pompa

Aly Rumer

Sarah Williams

Current Board of Directors (FY '20)

Steve Bowe

Eric Britton

Paul Croy

Mary Fedderke

Virginia Keller

Brian Kennedy

Mary Krueger

Dani Kusner

Will Lewis

Tim Minning

Rachael Niemer

Tom Reed

Tim Schetter

Karen Raney Wolkins

Anne Yager

Prior Board Members (FYs '15-'19)

Sally Gladwell

Julie Brotje Higgins

Eric Kraus

Don Leary

Katie Rousseau

Alec Vogelpohl

Laurie VonSeggern

Karen Wood

SIGNATURES

The undersigned certifies that the information in the disclosure form is true and correct to the best of his/her knowledge

Signatures for Organizations:

Name of Organization: _____

Signature: _____

Printed name of person: _____

Title: _____

Date: _____

Signatures for Individuals:

Signature: _____

Printed name: _____

Date: _____

Signature: _____

Printed name: _____

Date: _____

Signature: _____

Printed name: _____

Date: _____

Signature: _____

Printed name: _____

Date: _____

Exhibit E

NON-COLLUSION AFFIDAVIT

City of _____

County of _____

ss

State of _____

_____ being first duly sworn deposes and

says that s/he is _____ (Sole Owner, Partner, President, etc.)

of _____ the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price or that of any other bidder, or to secure any advantage against the Black Swamp Conservancy or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; further, that such bidder has not directly or indirectly submitted this bid or the contents thereof, or divulged information or data relative to any association or member or agent thereof.

Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

CONTRACT FOR DESIGN-BUILD

This Contract is dated, made, and entered into as of the ____ day of _____, 2020.

BETWEEN:

The Black Swamp Conservancy (“BSC”)
P.O. Box 332
Perrysburg, OH 43552

AND:

CONTRACTOR NAME (“Contractor”)

ADDRESS

CITY, STATE ZIP

Tax Identification Number: _____

Sec. 1. Background and Purpose. This Project is funded with a grant from the State of Ohio, Department of Natural Resources (the “ODNR”), acting by and through its Director, pursuant to Section 1501.01 of the Ohio Revised Code and Amended Substitute House Bill No. 166, passed by the 133rd General Assembly of the State of Ohio and signed by the Governor of Ohio on 18 July, 2019, with the following funds: H2Ohio Fund (Fund 6H20 725681). A Grant Agreement was entered into by and between ODNR and BSC on January 8, 2020 (“Grant”) (Exhibit A). All terms, conditions, restrictions and documents constituting the Grant are incorporated into this Agreement and, to the extent there is any conflict between this Agreement and the Grant documents, the terms of the Grant documents shall prevail.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. BSC requires design and construction of a wetland, stream and upland restoration project on Redhorse Bend Nature Preserve in Sandusky County, Ohio, as detailed in (i) “Redhorse Bend Preserve Design-Build Restoration Project Request for Proposals” dated January 20, 2020 (“RFP”) (Exhibit B) and (ii) the CONTRACTOR NAME Proposal dated February 28, 2020 (“Proposal”) (Exhibit C) (collectively, the “Project”). Contractor shall furnish all licensing, permits, certifications, designs, plans, equipment, materials, labor and supervision, as may be necessary to complete the Project as described herein. Contractor shall abide by all Ohio EPA and United States Environmental Protection Agency regulations for activities on or near open water and otherwise. In this Agreement, “Work” means the services that Contractor is required to perform to complete the Scope of Work for this Project and all of Contractor’s duties to BSC necessary to complete the Scope of Work for this Project. There shall be no additional compensation for mobilization, signage, licensing, permits, certifications, equipment, or materials and no adjustments to the compensation based on changes in the Scope of Work on the Project. Unless the context requires otherwise, if this Project states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor. The Contract Documents consist of this Agreement and Exhibits A, B, and C hereto, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in

this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein (the "Agreement").

Sec. 3. Scope of Work.

(a) Project Overview. Contractor shall provide Work as set forth in (i) the RFP (Exhibit B) and (ii) the Proposal (Exhibit C) (collectively, the "Scope of Work").

(b) Scheduling and Hours of Work. Contractor's operations shall be governed by the following schedule: Contractor shall coordinate with and provide to BSC a written schedule of activities required to complete the Project. All activities pertaining to Work affecting the Project Areas shall be performed in accordance with Contractor's pre-approved schedule, and changes to scheduling must be communicated to BSC as soon as possible. Pre-approved scheduling is likely to vary due to weather or other unforeseen events, but it is the responsibility of Contractor to adhere to this Contract, and to Ohio EPA and United States Environmental Protection Agency regulations. BSC retains the right and authority to cease and reschedule Work to address special needs of BSC, if meteorological conditions degrade, or scheduling conflicts arise which would preclude Contractor's ability to safely and effectively conduct the Work. BSC will notify Contractor and coordinate to reschedule when appropriate.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this Contract, Contractor shall obtain and provide, without additional cost to BSC, all designs, plans, labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform Work.

Sec. 5. Contractor's Billings to BSC. Compensation. Contractor shall send its invoice to BSC upon completion of the Work. All Work on the Project shall be completed prior to **May 31, 2021.** Any penalties, fines or other payments assessed to BSC as a result of any delay beyond May 31, 2021, shall be paid by Contractor. Prior to payment, Contractor shall provide lien waivers for all labor and materials furnished to complete the Project. **Upon completion of all Work as defined herein and on the Exhibits attached hereto on or before May 31, 2021, BSC shall pay to the Contractor, the sum of \$947,090.00. The entire \$947,090 will be paid with funds from the H2Ohio award. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, CONTRACTOR ACKNOWLEDGES AND AGREES THAT BSC'S ACTUAL RECEIPT OF THE GRANT FUNDS FROM ODNR IS A *CONDITION PRECEDENT* TO PAYMENT BY OWNER TO CONTRACTOR FOR THAT WORK. THE CONTRACTOR *EXPRESSLY AND UNEQUIVOCALLY* ASSUMES THE RISK OF NON-PAYMENT OF THE GRANT FUNDS TO BSC.**

Sec. 6. BSC shall be permitted, at the time of payment due to Contractor, to withhold payment or a portion thereof for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the Contractor to make timely payments to its subcontractors for labor, equipment, and materials; and/or other damages suffered to BSC.

Sec. 7. Bonding. The Contractor shall provide a performance and payment bond for 100% of the performance price. This performance and payment bond is intended to secure fulfillment of the Contractor's obligations under this Contract. The bond shall be obtained from a company holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

Sec. 8. Insurance. The Contractor shall maintain insurance not less than the following:

(a) Commercial General Liability, covering premises/operations products/completed operations broad form property damage contractual liability and for independent contractors, if they are used in the performance of this Contract.

(i) BSC must be named additional insured, and an original of the endorsement to affect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)

(ii) Combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

(b) Automobile Liability Insurance, covering owned, hired or borrowed vehicles, employee vehicles, if used in performance of this Contract

(i) Combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

(c) Workers' Compensation Insurance, covering statutory benefits covering employees; covering owners, partners, officers and relatives (who work on this Contract)

(d) Employers' liability, \$1,000,000.

(e) All insurance required hereunder shall be provided by:

(i) Companies authorized to do business in the State of Ohio.

(ii) Companies with Best rating of A-VIII or better

(f) Contractor shall furnish BSC with certificates of such insurance, which shall name BSC as an additional insured and shall also specifically provide that coverage will not be canceled or materially changed prior to sixty (60) days' advance written notice to BSC.

(g) Both the insurance certificate and the additional insured endorsement must be originals and must be approved by BSC before Contractor can begin any work under this Contract.

(h) Waiver of Subrogation. The Contractor hereby waives all causes of action and rights of recovery against BSC, and its directors, officers, independent contractors, employees, agents, successors, and assigns for any loss or damage occurring to the Project resulting from any perils covered by insurance regardless of cause or origin, including the negligence of either party, their respective directors, officers, independent contractors, employees, agents, successors, assigns,

guests, and invitees to the extent of any recovery under a policy or policies of insurance, provided that any such policy or policies will not be invalidated in whole or in part by this subrogation. To the extent necessary to affect the foregoing waiver of subrogation, the Contractor agrees to obtain from its insurance carrier(s) endorsements to such policies of insurance waiving the right of subrogation of the insurance carrier as to BSC.

Sec. 9. Performance of Work by BSC. If Contractor fails to perform Work in accordance with the schedule referred to in Section 3 above, BSC may, in its sole discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of BSC's rights and remedies. Contractor shall reimburse BSC for additional costs incurred by BSC in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 10. Exhibits. The following exhibits are incorporated by reference and made a part of this Contract: **(only Exhibit D is included in this Draft version of the Contract)**

~~Exhibit A – Grant Agreement between Black Swamp Conservancy and Ohio DNR~~

~~Exhibit B – Redhorse Bend Preserve Design-Build Restoration Project Request for Proposals” dated January 20, 2020, which includes:~~

- ~~• map of location where restoration will be done~~

~~Exhibit C – CONTRACTOR NAME Proposal dated February 28, 2020, which includes:~~

- ~~• listing of all items and/or services to be provided~~
- ~~• itemized cost for items and/or services being purchased by BSC~~

Exhibit D - Ohio Department of Natural Resources Requirements

In case of conflict between the Exhibits and the text of this Contract excluding the exhibits, the text of the Exhibits shall control.

Sec. 11. Notice. (a) All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To BSC:
Melanie Coulter
Black Swamp Conservancy
P.O. Box 332
Perrysburg, Ohio 43552-0332
419-883-1025
mcoulter@blackswamp.org

To the Contractor:
PROJECT MANAGER'S NAME
CONTRACTOR NAME
ADDRESS
CITY, STATE ZIP
PHONE NUMBER
EMAIL ADDRESS

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 12. Indemnification.

(a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to BSC.

(b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this Contract). "Indemnitees" means BSC and its directors, officers, independent contractors, agents, employees, successor, and assigns, excluding the Contractor.

(c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of BSC that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be contained in this Agreement.

(d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and/or termination of the services of the Contractor under this Agreement.

Sec. 13. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This Contract shall be deemed made in Wood County, Ohio. This Contract shall be governed by and construed in accordance with the law of Ohio. The exclusive forum and venue for all actions arising out of this Contract

shall be the Court of Common Pleas of Wood County, Ohio or the United States District Court located in Toledo, Ohio. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor.

(b) Waiver. No action or failure to act by BSC shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Severability. If any provision of this Contract shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(d) Assignment, Successors and Assigns. Without BSC's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Agreement. BSC may consent or not consent to an assignment in its sole discretion. Unless BSC otherwise agrees in writing, the Contractor and all assignees shall be subject to all of BSC's defenses and shall be liable for all of the Contractor's duties that arise out of this Agreement and all of BSC's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(e) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(f) EEO Provisions. During the performance of this Agreement the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, BSC may cancel, terminate, or suspend this Contract, in whole or in part, and

BSC may declare the Contractor ineligible for further BSC contracts. (5) Unless exempted by BSC, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this Agreement and in every subcontract related to this Agreement so that these EEO provisions will be binding upon such subcontractors and vendors.

(g) No Third Party Rights Created. This Contract is intended for the benefit of BSC and the Contractor and not any other person.

(h) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this Contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this Contract. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this Contract will not apply to the extent the context requires otherwise.

(i) Modifications. Entire Agreement. A modification of this Agreement shall not be enforceable unless it is in writing and signed by both parties. Further, a modification is not enforceable against BSC unless it is signed by Melanie Coulter, BSC's Project Manager on behalf of BSC. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

Sec. 14. Termination for Convenience ("TFC"). (a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that BSC may, without cause, and in its discretion, terminate this Agreement for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this Agreement titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give BSC all Work, including partly completed Work. In case of TFC, the Contractor shall follow BSC's instructions as to which subcontracts to terminate. (c) *Payment.* Within 20 days after TFC, BSC shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed in accordance with this contract, except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, BSC shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 15. Defective Work and Materials. Contractor shall immediately remedy at its own expense all Work that BSC determines, in its sole discretion, is not in accordance with this Agreement. Payment for work performed shall not be considered as acceptance of that work at any time before the work is inspected and found to be adequate.

Sec. 16. Subcontractors. Contractor shall not assign or subcontract any portion of this Contract without the written consent of Melanie Coulter, BSC's Project Manager. Contractor shall be held responsible for the faithful completion of that part of the work and the assignment or subcontracting shall not relieve the Contractor of any of the obligations or requirements under the Contract.

Sec. 17. Licenses, Permits, and Certifications. Any fees or charges for licenses, permits, registrations, and/or certifications required for the project shall be paid by Contractor. Contractor shall be responsible for all applicable safety and environmental considerations with regards to the application of any herbicides and/or other chemicals to be employed in this Contract. Any additional equipment or items required shall be obtained, maintained, and paid for by Contractor are at no additional cost to BSC.

Sec. 18. Damages and Damage Prevention.

(a) Contractor shall use appropriate Best Management Practices to prevent pollution, contamination, and spillage into streams and adjacent property of fuel, oils, chemicals, debris, or other harmful material. If such pollution, contamination, and/or spillage occurs, remediation shall include, but not be limited to, removal of contamination and material, removal and replacement of contaminated soil, and payment of any associated fees, fines or other costs incurred. Contractor must notify BSC immediately in the case of chemical spills or any pollution. BSC shall be notified of damages immediately upon occurrence as well.

(b) Contractor shall take measures to avoid and minimize the removal, injury, or damage to any non-target vegetation and adjacent property by the appropriate selection of manual methods for work on the Project.

(c) Damage to Project Areas, adjacent property, infrastructure, and landscaping due to any cause shall be corrected by Contractor. Any work that leads to damaged material must be removed and properly disposed of as soon as is reasonably practicable at no additional cost to BSC. If any damage or material represents a hazard to the public or BSC, then removal must occur immediately.

(d) Contractor shall conduct operations so as to minimize damage to all turf, roads, road banks, trails, ditches, storm drains, culverts, other infrastructure and other improvements, landscaping etc in the Project Area. Operations shall be scheduled and conducted to minimize erosion of soils and to prevent siltation and/or excessive discharge of sediment into streams, rivers, and impoundments.

(e) Contractor shall conduct operations so as to ensure that the Project will not negatively affect drainage of neighboring properties.

(f) Except as otherwise specified, Contractor shall notify BSC of any damages within twelve hours of occurrence. Any damage caused by Contractor, other than normal wear, shall be repaired at Contractor's expense. If Contractor fails to repair and/or replace damaged material to the satisfaction of BSC, BSC shall charge the Contractor the cost of all labor & materials

required to repair and/or replace damaged material. BSC will notify Contractor prior to replacement or repair.

Sec. 19. Safety. Contractor shall protect the entire Work embraced in this Contract until the final acceptance of the same. The Contractor shall be responsible for any act or omission by it or its employees or agents causing any injuries to persons or any damages to public or private property.

i. Appropriate safety equipment must be used and in operating condition. OSHA compliance must be adhered to when performing Work on BSC properties and Contractor shall adhere strictly to all OSHA regulations. The use of high visibility clothing and head protection is strongly advised. Personnel shall wear appropriate personal protective clothing and/or equipment as recommended. First aid equipment, a supply of clean water, soap, and eyewash equipment shall be provided by Contractor and must meet OSHA regulations. Spills shall be reported to BSC immediately. Spills shall be handled in accordance with the standard procedures for spill clean-up. A spill is considered a Damage as per Section 18 Damages and Damage Prevention of this Contract and shall be treated accordingly.

Sec. 20. Changes to Work. It is agreed that BSC will have the right to determine the amount of work to be done under this Contract and at any time may make changes to the quantity of work to be done or may entirely exclude any of the items or work. Changes to the Scope of Work in which a reduction or elimination of Services is made shall result in a reduction of fee based on the price as described herein. Any additional pricing as described in this Contract and not associated with the change of Scope of Work shall not be altered or invalidated. BSC reserves the right to extend the Agreement upon the same terms and conditions for a period mutually agreed upon in writing by both parties. BSC reserves the right to request that Contractor do additional work not covered in this Agreement. Such extensions of work may be at any point where extensions are authorized by written agreement of both parties signed by Melanie Coulter, BSC's Project Manager on behalf of BSC. Contractor shall accept as payment such prices as authorized by written agreement of both parties signed by Melanie Coulter, BSC's Project Manager on behalf of BSC prior to the commencement of such work. No work or labor shall be done or materials furnished other than those included in the Contract except as authorized by written agreement of both parties signed by Melanie Coulter, BSC's Project Manager on behalf of BSC prior to the commencement of such work. Without such a written agreement, Contractor shall not be entitled to payment for such work, either on the principle of oral contract, implied contract, quantum merit, unjust enrichment, extra work, or any other legal or equitable theory.

Sec. 21. Ohio Department of Natural Resources Requirements. Contractor shall comply with all requirements of the Ohio Department of Natural Resources for the Project as set forth in Exhibit D hereto.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, BSC and the Contractor have caused this Contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

Black Swamp Conservancy

By: _____
Melanie Coulter, Project Manager

CONTRACTOR NAME

By: _____ (SEAL)
Title of officer: _____

STATE OF OHIO, WOOD COUNTY, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of the Black Swamp Conservancy on behalf of the corporation.

My commission expires:

Notary Public

STATE OF OHIO, _____ COUNTY, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Davey Resource Group, Inc.

My commission expires:

Notary Public

EXHIBIT D to the Contract

(Ohio Department of Natural Resources Requirements)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio

Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractors' workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Sections 102.03, 102.04, 2921.42 and 2921.43 of the Ohio Revised Code.

8. ENVIRONMENTAL AND HISTORICAL PRESERVATION LAWS AND REGULATIONS

Contractor assures compliance with all applicable Federal, State and local environmental and historic preservation laws and regulations pertaining to the Project.

9. LAWS OF PROFESSIONAL DESIGN

Contractor will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect, or landscape architect.

10. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

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