

**Marie DeLarme Wetland Restoration Project
(Paulding County, Ohio)**

Request for Proposals

October 18, 2022

Proposals must be received by 4:00pm Eastern on November 11, 2022

STATEMENT OF PURPOSE

The Black Swamp Conservancy (“Conservancy”) is an accredited land trust that protects more than 21,000 acres of natural and working lands in northwest Ohio for the benefit of future generations. The Conservancy’s Strategic Conservation Plan focuses on riparian corridors as key areas to protect and restore to provide the greatest benefits for water quality and fish & wildlife habitat.

The Conservancy is soliciting proposals for a Contractor to manage and implement all aspects (including, without limitation, design, permits, construction, and planting) of a wetland and riparian restoration (the “Project”) on 8 acres of hay field at Forrest Woods Nature Preserve (the “Site”) in Paulding County, Ohio. The Site lies along Marie DeLarme Creek. All 8 acres are in Marie DeLarme Creek’s 100-year floodplain and have been leased for hay production for the past 10 years. Maps showing the general location of the Site, and the specific Project Area within it, are attached to this RFP as Exhibit A.

The 8-acre Project Area will be restored from hay field to native habitats as part of this Project. The restoration will include: 1) creating 2 acres of vernal pool depression(s) to promote longer water retention in the creek’s floodplain; and 2) restoring the remaining 6 acres to riparian woodland by planting native trees and shrubs and seeding with an appropriate native seed mix.

A preliminary restoration concept for this project is included as Exhibit B. Contractors may submit proposals that modify and build upon the preliminary restoration concept to result in the best plan for protecting the aquatic life uses of Marie DeLarme Creek by increasing riparian buffers and reducing sediment loads. Any proposed changes to the restoration concept must still incorporate the minimum Project deliverables and stay within the budget.

SECTION A: GENERAL ADMINISTRATIVE PROVISIONS

THE CONSERVANCY’S 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.

VENDOR’S OBLIGATIONS

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 Marie DeLarme Wetland 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 complies with the grant requirements financing the Project.

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.

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 E below. 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.

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.

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.

INSURANCE REQUIREMENTS

1. Upon signing the Contract, 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 sixty (60) days.
4. The Contractor shall also meet any further insurance requirements set forth in the Contract and/or the Grant Agreement.

BONDING REQUIREMENTS

Upon signing the Contract, the selected Contractor shall furnish and deliver to the Conservancy a performance bond and a payment bond issued by a surety authorized to do business in the State of Ohio, covering the faithful performance and completion of the Project, and covering the payment of all obligations arising hereunder. Each such bond shall be issued in an amount equal to the Contract price. The Contractor shall also meet any further bonding requirements set forth in the Contract and/or the Grant Agreement.

APPLICABLE STATE AND FEDERAL 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, notably Article XI and Article XII, attached as Exhibit C.

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.

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.

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. A draft Contract is attached to this RFP as Exhibit D. 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.

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.

SECTION B: 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 four wetland and/or riparian restoration projects, each greater than \$75,000 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 \$105,700. The maximum amount of \$105,700 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 Area is attached as Exhibit A to this Request for Proposals (“RFP”). A Preliminary Restoration Concept for the Project is attached as Exhibit B. NRCS completed a topographical survey of the Project Area in 2022. The Conservancy has the topographic data from this survey in data table form, which can be shared upon request. No other technical surveys, such as hydrological or soil surveys, have been performed. 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 Preliminary Restoration Concept, or contractors can submit proposals with suggested modifications and related justification and pricing for the Conservancy’s consideration. Any modified conceptual designs must incorporate the minimum Project requirements, as discussed in Section C: Project Description and Specifications.

SECTION C: PROJECT DESCRIPTION AND SPECIFICATIONS

BACKGROUND

This Project was financed through a Section 319(h) Nonpoint Source Award grant from the United States Environmental Protection Agency through an assistance agreement with the Ohio Environmental Protection Agency. A copy of the "Grant Agreement" between the Conservancy and Ohio EPA is attached as Exhibit C. *Contractors 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 8-acre Project Area is part of the Conservancy's Forrest Woods Nature Preserve, located in Crane Township, Paulding County, Ohio. The 400-acre Preserve was once part of the Great Black Swamp, and contains a high quality remnant of the Swamp, which is home to over 30 state and federally listed species. Marie DeLarme Creek flows through the Preserve and its Category 3 forested wetlands before it enters the Maumee River.

PROJECT DESCRIPTION

The Project Area is 8 acres of former hay field in the floodplain of Marie DeLarme Creek, on the upstream end of the Great Black Swamp remnant. See Exhibit A. There are no known drainage tiles in the Project Area.

The Project Area is located at 41°14'09.7"N 84°39'59.2"W (41.236016, -84.666430) and is accessed from County Road 73. Parking is available on the Preserve's gravel parking lot, located at 17750 C-73, Cecil, OH 45821.

The objective of this Project is to do a simple restoration on the 8 acres of former hay field. Earth excavation should be minimal and should not require complex engineering and design. The Contractor will be responsible for any necessary site assessments, designs, permitting, construction and planting. The Project will restore a natural floodplain plant community and 2 acres of vernal pool(s) on the 8-acre Project Area to reduce nutrient and sediment runoff from the Site.

The timeline for project completion is short, with a deadline of September 2023. The project is small, at 8-acres, and simple with only 2 acres of excavation and minimal permitting needs. Site Assessments have already begun, with the topographic survey available for the Contractor.

The minimum Project requirements are to:

- 1) Treat/remove invasive species on 8 acres
- 2) Complete a wetland delineation report
- 3) Develop project plans or design documents
- 4) Reconstruct and restore 2 acres of vernal pool wetland
- 5) Plant wetland species in those 2 acres
- 6) Plant trees, shrubs and/or live stakes on 6 riparian acres
- 7) Plant native grasses, sedges and forbs on 6 riparian acres

- 8) Set the project area on track to reduce nitrogen, phosphorus and sediment loads through the conversion of the site from agricultural land to native riparian habitat

A Preliminary Restoration Concept for the Project is attached as Exhibit B. Contractors may submit their proposal based upon the attached Concept or may submit proposals with suggested modifications and related justification and pricing for the Conservancy's consideration. Any alternative or modified designs must incorporate the minimum Project requirements.

SECTION D: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

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 soils, hydrology, wetland delineation. A topographic survey has already been performed by NRCS, and their data is shared in table form. It has not been run through CAD.
- 2) Provide plans for riparian and wetland 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. Note we are looking for simple excavation of vernal pools and nothing complex.
- 3) Procure 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. NRCS and Paulding SWCD have already begun permitting discussions with the local Floodplain Administrator. The Floodplain Administrator has indicated he is inclined to permit the project, as long as any excavated spoil be removed from the floodplain. The Conservancy-owned field west of the Project Area is a possible area for spoils.

Other permits likely to be required include the Ohio EPA General Permit with associated SWPP. We don't expect a Nationwide Permit to be required, but the Contractor will be responsible for determining all required permits.

- 4) Complete design reviews with the Conservancy at the following stages of completion: Conceptual, Preliminary and Final Designs.

- 5) Project Construction: The selected Contractor shall perform construction of this Project per the Final 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. The Contractor shall prevent erosion and transport of materials into Marie DeLarme Creek.
 - 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.
- 7) Meetings with the Conservancy shall be conducted on Site at pre-construction, at 50% completion, and at 100% completion to ensure that all activities are satisfactorily planned for and completed. 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. 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.
- 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) Provide 1 to 2 years of post-restoration invasive species control, and a written 3-year invasive species management plan to guide future care of the Site.

DELIVERABLES

Deliver the following to the Conservancy:

- Digital copies of all data, plans and regulatory permits gathered and generated in a format acceptable to the Conservancy.
- Preliminary Design Plan
- Final Project Plan
- Construction photographs: The Contractor shall furnish a series of digital construction photos to show the progress of work. Photos must be provided in digital format.

SCHEDULE

All Project activities must be completed no later than September 30, 2023. The Contractor should provide a schedule of its planned activities for completing all tasks. Contractor should assume a commencement date of December 2023. Include within the schedule a proposed payment schedule.

SECTION E: INSTRUCTION FOR OFFERERS

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

1. Statement of Qualification including the following:
 - a. Vendor Questionnaire (Exhibit G)
 - b. List and description of 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.
 - c. A summary of at least four wetland or riparian restoration projects, preferably performed within the Western Lake Erie Basin.
 - d. Identification of 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.

2. 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.
3. 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.
4. 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 channel will be restored for the specified costs). The budget should include categories for design, permitting, construction and site preparation, planting, and contingencies. The Contractor may also include a budget narrative (no more than one page) in order to better support the budget.
5. A proposed Project schedule with completion of all Project activities no later than September 30, 2023. The Project schedule should include key milestones, deliverables, coordination meetings, and a proposed payment schedule.
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 Item 1(c) above.
7. Completed Conflict of Interest Disclosure Form(s), a blank copy of which is attached as Exhibit E. Each entity, including proposed subcontractors, that are a part of the Contractor's Project team must fill out a COI Disclosure Form. Additionally, any individual who works for any of the entities and can answer Yes to any of the questions must fill out an individual COI Disclosure Form.
8. A completed Non-Collusion Affidavit, a blank copy of which is attached as Exhibit F.

The selection process will involve screening of submitted proposals and possible interviews. The Conservancy will select a Contractor based on 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 grant 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. Please notify the Conservancy before visiting the Site. Email your access request to mcoulter@blackswamp.org.

SIZE OF PROPOSAL

The total size of the proposal submitted to the Conservancy under this RFP should be no more than 100 pages in pdf format, or 50 pages, double sided, if in printed format. The proposal should be in Times New Roman 12 point font on 8.5" x 11" page size. If concept plans are provided in conjunction with the proposal, such concept plans can be sized for 11" x 17" pages. The required Conflict of Interest Forms and Non-Collusion Affidavits will not be included in the page count limit.

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 submitted via the Contractor's own large file transfer service or they may be mailed in hard copy or CD-ROM format to the Conservancy at P.O. Box 332, Perrysburg, OH 43552-0332.

QUESTIONS AND RESPONSE TO THIS RFP MUST BE EMAILED TO:

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

All questions about this RFP must be emailed to Melanie Coulter. 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. Answers will be distributed on Oct 28 and Nov 7. Questions received after Nov 7 will not receive a response. 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.



All Proposal Submissions in response to this RFP, including submissions that are mailed or shipped to the above P.O. Box, must be received no later than 4:00 pm on November 11, 2022. Proposals received after this date will not be accepted. The Conservancy expects to award the contract in December 2022. Work will commence after successful execution of a contract for services between the Contractor and the Conservancy.

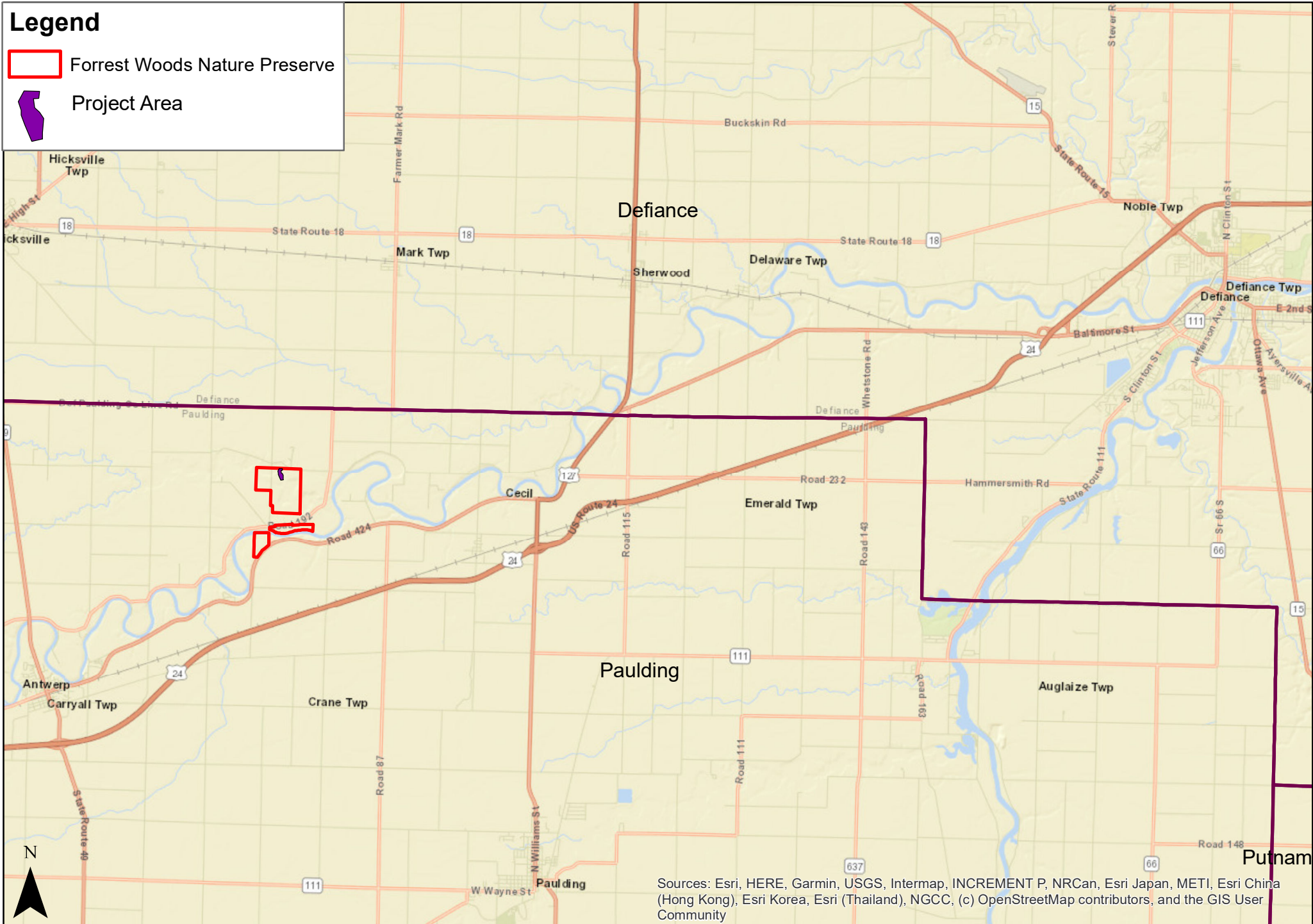
EXHIBITS

- Exhibit A – Maps of the Site and Project Area
- Exhibit B – Preliminary Restoration Concept for Project
- Exhibit C – Grant Agreement between Black Swamp Conservancy and Ohio EPA
- Exhibit D – Draft Contract
- Exhibit E – Conflict of Interest Disclosure Form
- Exhibit F – Non-Collusion Affidavit
- Exhibit G – Vendor Questionnaire

Exhibit A: Location Map of Site (Forrest Woods Nature Preserve)

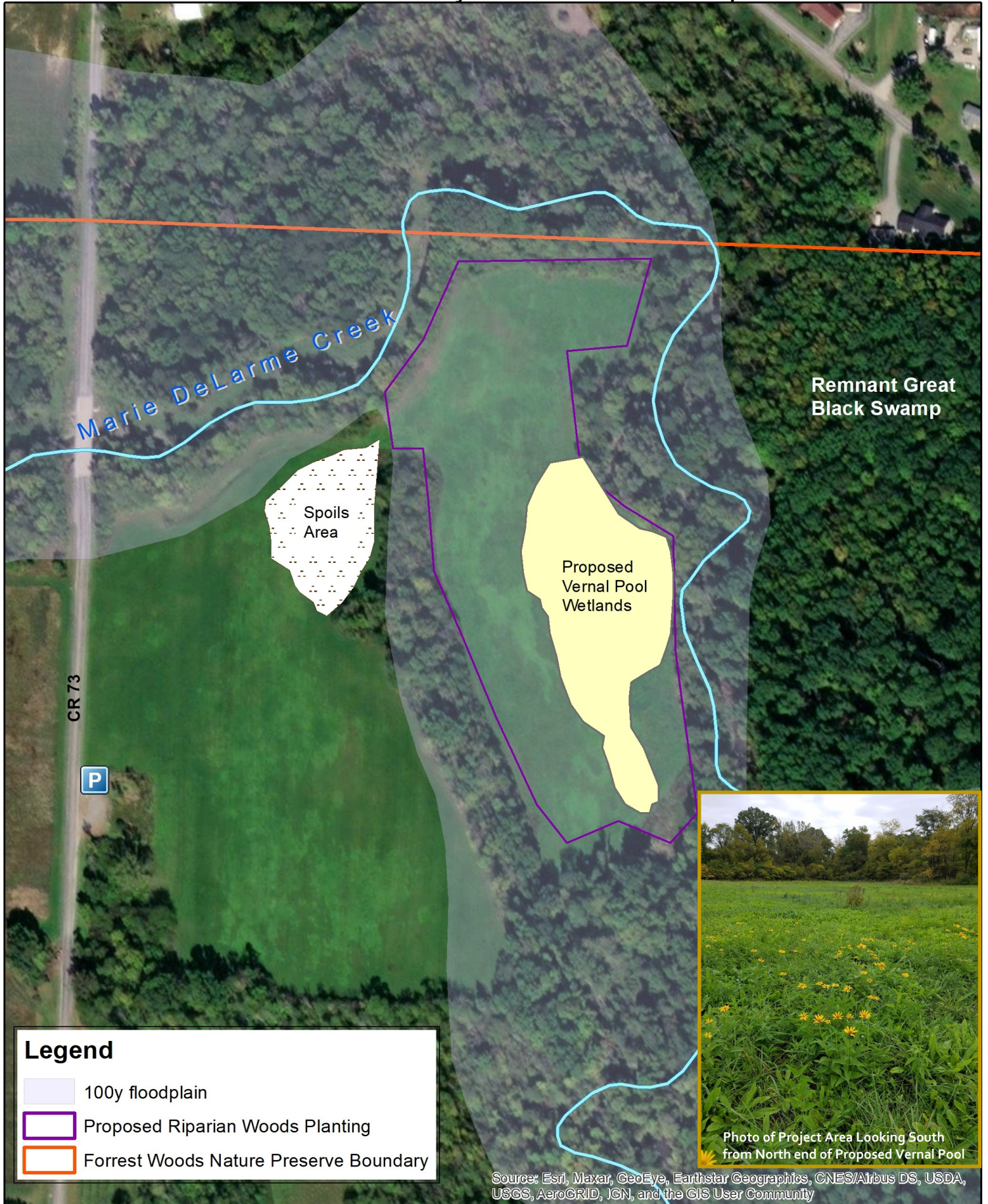
Legend

-  Forrest Woods Nature Preserve
-  Project Area



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

Exhibit B - Preliminary Restoration Concept



0 225 450 900 Feet

CONTRACT FOR CONSTRUCTION

This Contract is dated, made, and entered into as of the _____ day of _____, 2022.

BETWEEN:

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

AND:

CONTRACTOR (“Contractor”)
ADDRESS
CITY, STATE ZIP
Tax Identification Number: XX-XXXXXX

Sec. 1. Background and Purpose. This Project is financed through a Section 319(h) Nonpoint Source Award grant from the United States Environmental Protection Agency through an assistance agreement with the Ohio Environmental Protection Agency. A Subaward was entered into by and between Ohio EPA and BSC on November 24, 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 construction of a wetland and riparian restoration project on 8 acres of the Shaffer Tract of our Forrest Woods Nature Preserve in Paulding County, Ohio, as detailed in (i) “Marie DeLarme Wetland Restoration Project Request for Proposals” dated October 18, 2022 (“RFP”) (Exhibit B) and (ii) CONTRACTOR Proposal dated DATE (“Proposal”) (Exhibit C) (collectively, the “Project”). Contractor shall furnish all licensing, permits, certifications, 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 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 quarterly or bi-monthly, on a schedule agreed to by both parties. All Work on the Project shall be completed prior to September 30, 2023. Any penalties, fines or other payments assessed to BSC as a result of any delay beyond September 30, 2023, 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 September 30, 2023, BSC shall pay to the Contractor, the sum of \$105,700.00. The entire \$105,700 will be paid with funds from the Section 319(h) award. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, CONTRACTOR ACKNOWLEDGES AND AGREES THAT BSC'S ACTUAL RECEIPT OF THE GRANT FUNDS FROM OHIO EPA 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 effect 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:

Exhibit A – Grant Agreement between Black Swamp Conservancy and Ohio EPA

Exhibit B – Marie DeLarme Wetland Restoration Project Request for Proposals dated October 18, 2022, which includes:

- map of location where restoration will be done

Exhibit C – CONTRACTOR Proposal dated DATE

The Proposal includes:

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

Exhibit D - Appendix II to Part 200 of CFR —Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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:

CONTACT NAME
COMPANY NAME
ADDRESS
CITY, STATE, ZIP
PHONE
EMAIL

(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 at no additional cost to BSC.

Sec. 18. Damages and Damage Prevention.

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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 17 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.

[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

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 E

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 in the past 5 years, 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 (FY23) 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

Melanie Coulter

Rob Krain

Polly Peterson

Laura Rodriguez

Linda Wegman

Elisabeth Anderson

Freya Berntson

Christopher Collier

Christopher Dickey

Julie Pompa

Sarah Williams

Current Board of Directors (FY '23)

Steve Bowe

Eric Britton

Mary Fedderke

Virginia Keller

Brian Kennedy

Will Lewis

Tim Minning

Rachael Niemer

David Nunn

Dana Reising

Tim Schetter

Josh Unice

Karen Ranney Wolkins

Anne Yager

Prior Board Members (FYs '18-'22)

Paul Croy

Sally Gladwell

Julie Brotje Higgins

Mary Krueger

Dani Kusner

Tom Reed

Katie Rousseau

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 F

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_____.

Exhibit G – Vendor Questionnaire

General Information:

Company Name: _____
Company Address: _____
Contact Name: _____
Phone & Email: _____
Federal ID or SSN #: _____
Years in Business: _____

Vendor Information:

Please indicate if you have done business with Black Swamp Conservancy in the past and provide contact information below.

Statement of Qualifications:

Please provide a statement of qualifications below. This statement of qualifications must include information pertaining to the attached scope of work.

Employee Information

Number of Employees: _____

Service Information

Are there any geographical areas that your company is not able to serve?

_____ YES _____ NO

If yes, please list.

Minority and Women - Owned Business Enterprise

Please indicate below if your firm is at least 51% minority or women owned, controlled and operated. Identify the % of minority or women ownership.

Legal

If your firm is bonded, please indicate type:

Performance Bond _____ YES _____ NO

Labor and Material Payment Bond _____ YES _____ NO

If yes, please specify the amount: _____

Are there any judgments, suits or claims pending against your firm? _____ YES _____ NO

If yes, please explain:

Has your firm operated under a different name? (Please provide)