



**Stream Restoration at Little Auglaize Wildlife Reserve
Design-Build Project
(Paulding County, Ohio)**

Request for Proposals

August 22, 2023

Proposals must be received by 4:00pm Eastern on September 19, 2023

STATEMENT OF PURPOSE

The Black Swamp Conservancy (“Conservancy”) is an accredited land trust that protects more than 21,500 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 wildlife habitat.

The Conservancy is soliciting proposals for a Contractor to manage and implement all aspects (including, without limitation, design, engineering, permits, construction, and planting) of a design-build stream restoration project on 226-acre Little Auglaize Wildlife Reserve (the “Site”) in Paulding County, Ohio (the “Project”). The Project is funded by an H2Ohio grant through Ohio Department of Natural Resources. The Site lies along the Little Auglaize River and includes a mosaic of habitat types, including mature riparian oak-hickory forest, early successional oak-hickory forest, wet meadow and emergent wetlands. Maps showing the general location of the Site, and the specific Project Area within it, are attached to this RFP as Exhibit A.

A 2,000 linear foot intermittent tributary flows through the Site and into the Little Auglaize River. For the first 1,000 feet, the tributary is an agricultural ditch as it runs through the Site’s early successional hardwood habitat. The final 1,000 feet flow through the mature riparian oak-hickory woods, and have a more natural meandering manner and connected floodplain. The Conservancy’s goals for this project are to increase nutrient uptake, reduce sedimentation and erosion, increase floodplain connection, and improve stream habitat. To achieve these goals the selected Contractor will design and implement these restoration tasks: 1) convert the 1,000 feet of ditch to a meandering stream with floodplain benches; 2) if budget allows, stabilize the tributary’s lower 1,000 feet where cutting action has begun to affect the banks.

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 Little Auglaize Wildlife Reserve Stream 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.

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. 2007-015 ("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. 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, 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 Agreement 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.

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).

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 the grant that is funding 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 E. 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 4 stream restoration projects, each greater than \$150,000 in contract amount, preferably but not mandatorily within the Western Lake Erie Basin, to be eligible to submit proposals.

The expected cost for the Project is between \$300,000 and \$321,775. The maximum amount of \$321,775 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”). Photos depicting the condition of the Site are 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’ proposed concepts must include nutrient reduction approaches, improved stream and floodplain habitat and the minimum Project deliverables, as discussed in Section C: Project Description and Specifications and Section D: Contractor Scope of Services. Suggested conceptual designs and project components must be accompanied by related justification and pricing for the Conservancy’s consideration.

SECTION C: 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. 110, passed by the 134th General Assembly of the State of Ohio and signed by the Governor of Ohio on 1 July, 2021, 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. *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.*

Little Auglaize Wildlife Reserve (the “Site”) is one of Black Swamp Conservancy’s largest fee owned properties at 226 acres. The Site lies along 1.3 miles of the Little Auglaize River, which flows into the Western Lake Erie Basin through the Auglaize and Maumee Rivers. The property includes a large tract of native riparian oak-hickory forest habitat, which is a relative rarity in northwest Ohio. This mature riparian forest is one component of a mosaic of habitat types at the Site, including early successional oak-hickory forest and emergent wetlands. The Site is a rare block of native habitat surrounded by agricultural lands.

In the northeast corner of the Site, a 2,000-linear foot tributary (the “Tributary”) flows into the Little Auglaize River. The Tributary drains a 0.2 mile basin, half of which is off site on agricultural land. A hog CAFO lies only 500 feet upstream in the Tributary’s basin. The Tributary enters the Site via a culvert immediately downstream of a conventional grain farm. The farm is experiencing lack of drainage due to the Tributary filling in with sediment and cattails on the Conservancy’s side of the culvert. For its first 1,000 feet on the Site, the Tributary is basically a drainage ditch as it runs through the Site’s early successional hardwood habitat. The final 1,000 feet flow through the mature riparian oak-hickory woods, and have a more natural meandering manner and a connected floodplain. However, in recent years the banks of the lower 1,000 feet have begun to experience cutting due to the flashy nature of the watershed.

The Ohio Department of Natural Resources has designated the surrounding area as a sensitive species area for Indiana bats (federally endangered). The Site is also within the Mississippi flyway and serves as a stopover location for numerous migratory birds. River otter have been seen on the Site, in and along the Little Auglaize River. The Project is in the range of state and federally endangered mussels and must not have an impact on native mussels, listed or non-listed, as all mussels are protected in Ohio. See Exhibit D for more details on protected species whose ranges may overlap the Site.

There is a separate but concurrent grant-funded restoration project on the Site. The other project involves large scale invasive species management and re-vegetation on 125 acres of early successional forest, including the area that the Tributary flows through. The Contractor selected for this stream restoration Project will be expected to communicate with the Conservancy and our invasive species contractor to coordinate work between the two projects.

PROJECT DESCRIPTION

The Project is located at Little Auglaize Wildlife Reserve (the "Site") along Twp Road 197 in Washington Township, Paulding County, Ohio. The upstream end of the Project area is located at 41.042439, -84.380895.

The objective of this Project is to design, engineer, permit, construct and plant a restoration project that will rehabilitate the Tributary on Site. The minimum Project requirements are to increase nutrient uptake, increase floodplain capacity, reduce sedimentation and erosion, and improve stream and floodplain habitat.

The upper 1,000 feet of the Tributary provide an ideal opportunity to improve water quality in the Auglaize and Maumee River watershed by converting the ditch to a meandering stream with floodplain benches. The lower 1,000 feet of Tributary would benefit from stabilization to curb erosion.

To achieve these goals, the Project must include:

- 1) Conversion of approximately 1,000 linear feet of drainage ditch (the upper Tributary) to a more natural channel with meanders and improved floodplain connection.
- 2) Increase sediment and nutrient capture from the approximately 0.2 square mile basin that drains through the Tributary (according to StreamStats, see Basin Map in Exhibit A).
- 3) Make changes to the upper Tributary (such as recontouring or regrading) to increase capture of runoff from upstream farm.
- 4) Native plantings on floodplain benches, re-contoured Tributary banks and any disturbed areas along the Tributary.

If funds allow, the Project may include:

- 5) Stabilizing the channel in the lower approximately 1,000 lf of the Tributary to stop downcutting and reduce erosion. The Contractor will determine the best practices to stabilize the channel. Possible practices include installing riffle grade control structures or redirecting incoming flow to reduce velocity.

The 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 this Section C: Project Description and in Section D: Contractor Scope of Services and Schedule.

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, topography, soil, and hydrology.
- 2) Provide plans for stream and floodplain restoration and re-vegetation. If the proposed design creates a need for any specialized engineering or geotechnical services, the Contractor's proposal should address each service.
 - a. Design documents shall include those elements needed to convert the upper Tributary from a drainage ditch to a more natural channel including meanders and floodplain benches or other increased floodplain connection and floodplain capacity.
 - b. Design documents shall include elements that will increase nutrient and sediment capture and reduce erosion in the Tributary and floodplain, for a minimum restoration length of 1,000 lf.
 - 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. Some initial permit work has been initiated by the Conservancy. Ohio Department of Natural Resources' Environmental Review is complete and attached as Exhibit D.
- 4) Complete three design reviews with the Conservancy at the following stages of completion: Restoration Concept, Preliminary Design, and Final Design. At least one of these design reviews will be on Site.
- 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 Little Auglaize River and its Tributary. Please note that the Site contains a slope which may require special consideration to prevent erosion.
 - 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. The Contractor shall sanitize 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 parts of the property outside of the Project boundaries that they or their subcontractors damage or change while doing work on the Project.
 - g. The Contractor shall be responsible for ensuring that hydrology of the project as designed will not flood Road 197 and will continue to drain the adjacent roadside ditches and increase drainage from the upstream neighboring farm. The design shall ensure and detail stable and appropriate tie-ins with all drainages in the Project Area.

- 7) During construction, 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 stream delineation, endangered species survey etc. shall be given to the Conservancy at or before 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 waterway restoration within the limits of the Project area will also be prepared.

DELIVERABLES

The selected Contractor, during the course of the Project, will deliver the following to the Conservancy:

- Digital files of all data, plans and regulatory permits gathered and generated in a format acceptable to the Conservancy.
- Conceptual Design Plan
- Preliminary / Interim Design Plan (usually 30%)
- Final Engineered Plan (often 60% or 90%), signed and endorsed by a professional engineer
- As-Built drawings and longitudinal profile showing final site conditions. A set of red-line as-built drawings shall also be submitted displaying deviations from the approved design plan.
- Construction photographs: The Contractor 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 December 15, 2024. The Contractor should provide a schedule of its planned activities for completing all tasks. Contractor should assume a commencement date of October 2023. Include within the schedule a proposed payment schedule.

SECTION E: INSTRUCTIONS FOR OFFERERS

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

1. Statement of Qualification including the following:
 - a. Vendor Questionnaire (Exhibit H)
 - 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 4 stream 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. Include the experience, knowledge, technical expertise, certifications and licenses (including state of licensure) 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, alternative approaches, cost-saving strategies, etc.
 - e. A table should be provided that clearly defines the quantity of proposed restoration features (i.e. linear feet of stream restored, number of in-stream structures, 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.
 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 linear feet of stream will be restored for the specified costs). The budget should include categories for engineering and design, permitting, construction and site preparation, planting, any post-restoration monitoring, 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 December 15, 2024. 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 the four stream restoration projects requested in Item 1(c) above.
7. Completed Conflict of Interest (COI) Disclosure Form(s), a blank copy of which is attached as Exhibit F. Each entity that is a part of the Contractor's Project team, including proposed subcontractors, 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 on the COI Form, must fill out an individual COI Disclosure Form.
8. A completed Non-Collusion Affidavit, a blank copy of which is attached as Exhibit G.

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 quality and quantity 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 assess the conditions of the Site to inform their responses to this RFP, all firms interested in submitting a proposal are encouraged to visit the Site. Please notify the Conservancy before visiting the Site, and we will issue a site access permit. Email your access request to mcoulter@blackswamp.org.

QUESTIONS ABOUT THIS RFP MUST BE EMAILED TO:

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

Questions must be received via email. 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. There will be two scheduled question and answer periods. All questions received via email by September 6, 2023, will be answered on September 7, 2023. All questions received by September 14, 2023, will be answered by September 15, 2023.

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.

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. 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.

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 the Contractor's own large file transfer service or they may be mailed to the Conservancy at P.O. Box 332, Perrysburg, OH 43552-0332.

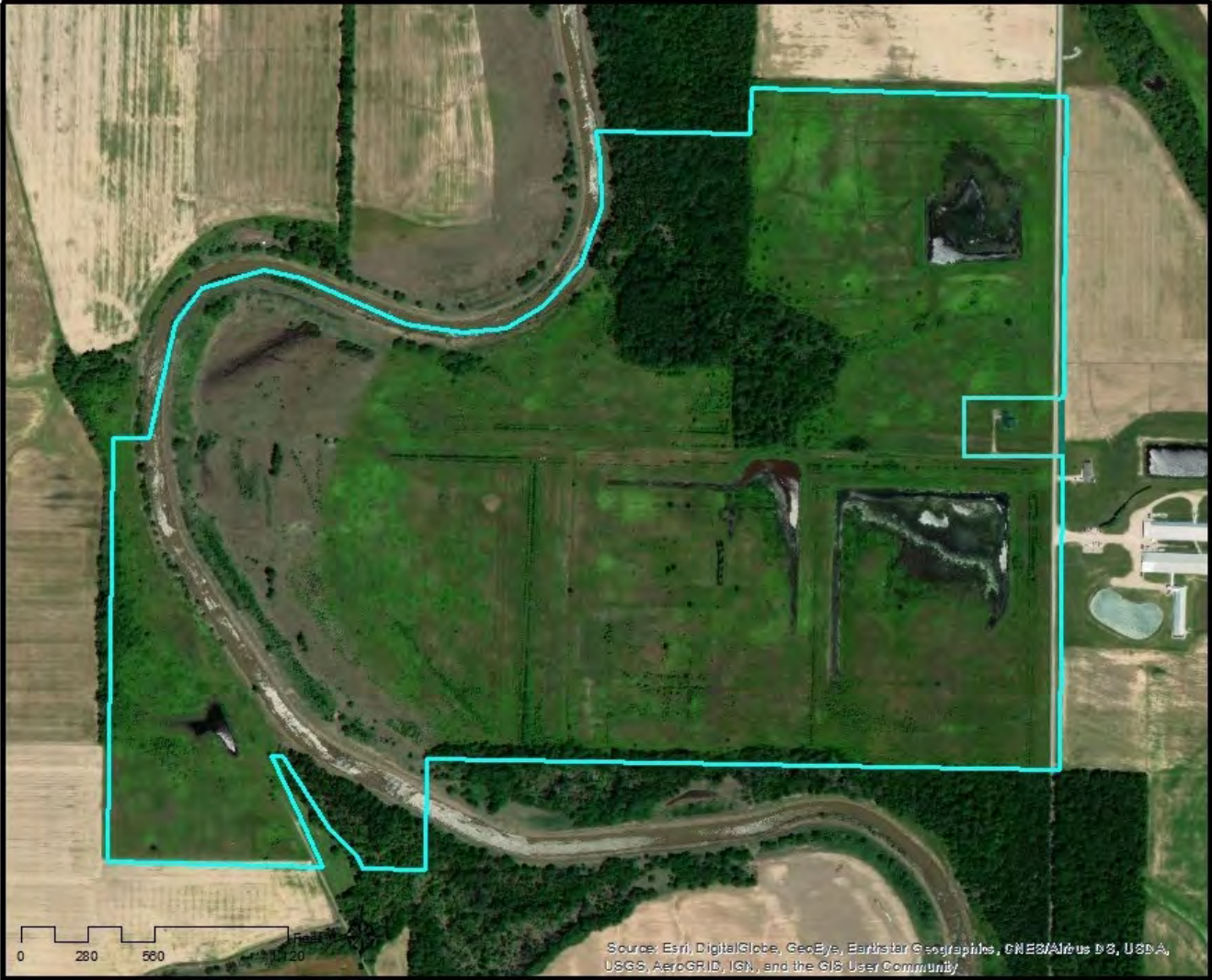
Submissions, including submissions that are mailed or shipped to the above P.O. Box, must be received no later than 4:00 pm on September 19, 2023. Proposals received after this date will not be accepted. The Conservancy expects to award the contract by the first week of October 2023. Work will commence after successful execution of a contract for services between the Contractor and the Conservancy.

EXHIBITS

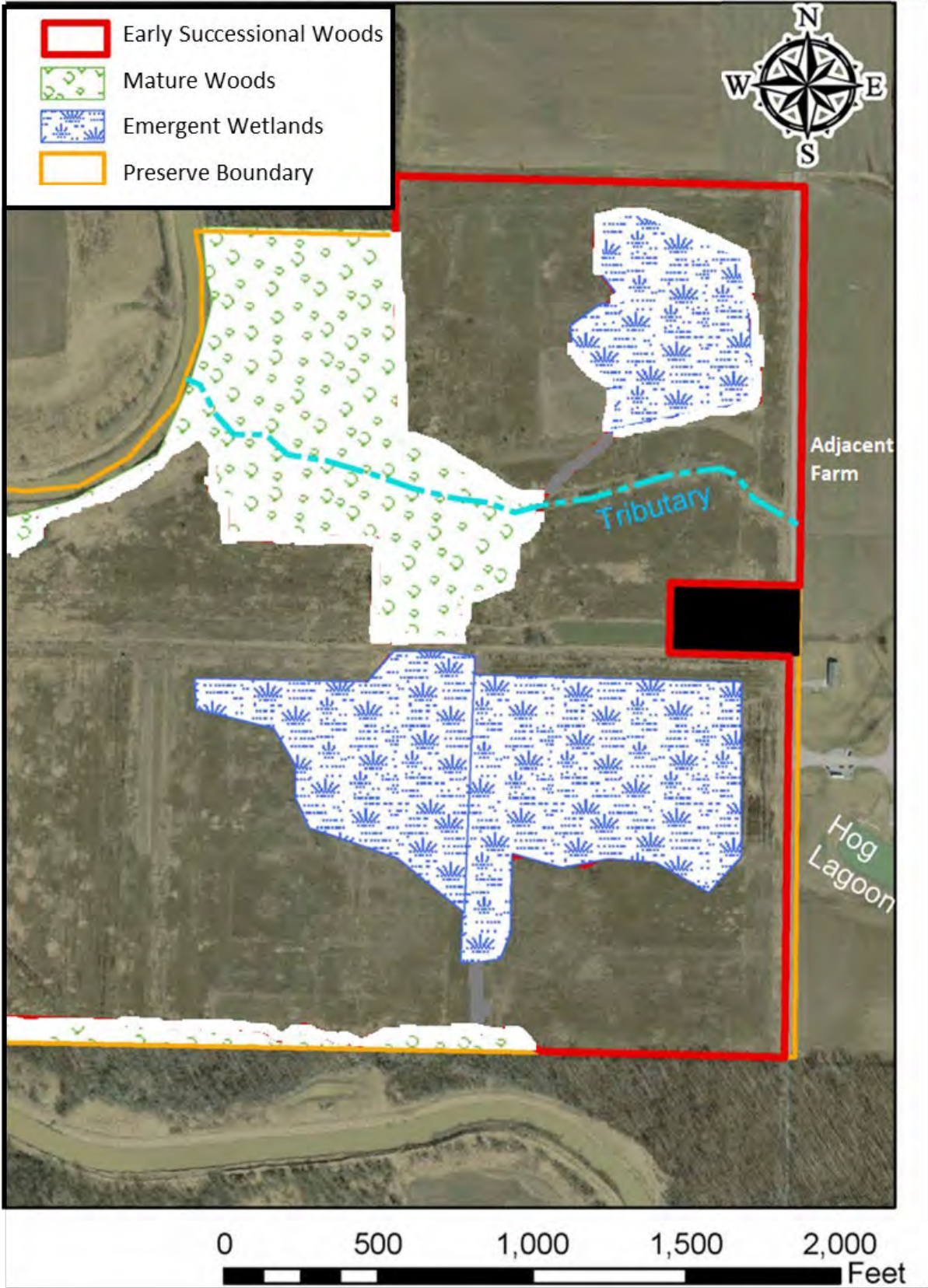
- Exhibit A – Maps of Project Site and Project Area
- Exhibit B – Site Photos
- Exhibit C – Grant Agreement between Black Swamp Conservancy and Ohio DNR
- Exhibit D – ODNR Environmental Review
- Exhibit E – Draft Contract
- Exhibit F – Conflict of Interest Disclosure Form
- Exhibit G – Non-Collusion Affidavit
- Exhibit H – Vendor Questionnaire

Exhibit A: Maps

Map of Little Auglaize Wildlife Reserve (the Site)



Map of Project Area (Tributary)



StreamStats Report for Little Auglaize Tributary

Region ID: OH
Workspace ID: OH20230822151018061000
Clicked Point (Latitude, Longitude): 41.04395, -84.38766
Time: 2023-08-22 11:10:51 -0400



This report contains information about the basin of the unnamed Tributary to Little Auglaize River that flows through Black Swamp Conservancy's Little Auglaize Wildlife Reserve

[+ Collapse All](#)

➤ Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	0.17	square miles
LAT_CENT	Latitude of Basin Centroid	41.0426	decimal degrees
LC11DEV	Percentage of developed (urban) land from NLCD 2011 classes 21-24	2.85	percent
LC11IMP	Average percentage of impervious area determined from NLCD 2011 impervious dataset	0.69	percent
LC92STOR	Percentage of water bodies and wetlands determined from the NLCD	0	percent

Parameter Code	Parameter Description	Value	Unit
LFPLENGTH	Length of longest flow path	1.12	miles
OHREGA	Ohio Region A Indicator	0	dimensionless
OHREGC	Ohio Region C Indicator	0	dimensionless
PRECIPCENT	Mean Annual Precip at Basin Centroid	34.9	inches
STREAM_VARG	Streamflow variability index as defined in WRIR 02-4068, computed from regional grid	0.63	dimensionless

➤ General Flow Statistics

General Flow Statistics Parameters [Low Flow LatLE 41.2 wri02 4068]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.17	square miles	0.12	7422
LC92STOR	Percent Storage from NLCD1992	0	percent	0	19
STREAM_VARG	Streamflow Variability Index from Grid	0.63	dimensionless	0.25	1.13
LAT_CENT	Latitude of Basin Centroid	41.0426	decimal degrees	38.68	41.2

General Flow Statistics Flow Report [Low Flow LatLE 41.2 wri02 4068]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE	ASEp
Harmonic Mean Streamflow	0.00835	ft ³ /s	65.9	65.9

General Flow Statistics Citations

Koltun, G. F., and Whitehead, M. T., 2002, Techniques for Estimating Selected Streamflow Characteristics of Rural, Unregulated Streams in Ohio: U. S. Geological Survey Water-Resources Investigations Report 02-4068, 50 p (<https://pubs.er.usgs.gov/publication/wri024068>)

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Application Version: 4.16.1 StreamStats Services Version: 1.2.22 NSS Services Version: 2.2.1

Exhibit B : Photos of Site



Upstream end of Tributary, at Road 197



Where upper Tributary (ditch) enters mature woods



Where Tributary starts run through mature woods

Meandering section of Tributary in mature woods



Exhibit C

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. 110, passed by the 134th General Assembly of the State of Ohio and signed by the Governor of Ohio on 1 July, 2021 (effective date June 30, 2021) and The Black Swamp Conservancy (the “Grantee”).

Pursuant to Am. Sub. H.B. No. 110, the 134th General Assembly of the State of Ohio has appropriated funds of which Five Hundred and Thirty-Three Thousand, One Hundred and Eighty Dollars (\$533,180.00) has been redirected and awarded to the Grantee for costs associated with the Stream Restoration and Habitat Improvements at Little Auglaize Wildlife Reserve 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 is set forth in Exhibit A, which is attached hereto and by reference fully incorporated into this Agreement, with the total amount funded 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. 110 of the 134th General Assembly, the parties hereto agree as follows:

1. ODNR agrees to provide the Grantee up to Five Hundred and Thirty-Three Thousand, One Hundred and Eighty Dollars (\$533,180.00) via qualifying reimbursement to be used toward the total cost of the Project.
 - a. Property Restoration Costs:
 - i. Consistent with Exhibit A, grant funds will be used to convert approximately 1,000 feet of tributary from traditional ditch to meandering stream with floodplain benches, improve 65 acres of grassland, and improve 5 acres of wet meadow habit on property located on the Little Auglaize Wildlife Reserve in Paulding County, Ohio (the “Project Property”);

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- ii. It is mutually agreed that Grantee will complete the Project by December 31, 2024 (“Completion Date”).

b. Invoicing.

- i. Grantee will submit invoices for qualifying reimbursement via Ohio’s Shared Services Supplier Operations website.
- ii. ODNR will review and process invoices in a timely manner. If needed, ODNR may request additional information from Grantee as a condition of payment.

2. In no event shall ODNR’s payment to Grantee exceed Five Hundred and Thirty-Three Thousand, One Hundred and Eighty Dollars (\$533,180.00). 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 to State of Ohio in accordance with Paragraph 3 below.

3. 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:

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

Mailed to: Department of Natural Resources
Office of Budget and Finance
2045 Morse Road, Bldg D-2
Columbus, OH 43229

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 (88 E. Broad Street, 10th Floor, Columbus, Ohio 43215) and ODNR.

4. Grantee agrees that the Project will be completed by the Completion Date and in accordance with Exhibit A. Upon completion, Grantee will provide a Final Report to ODNR. This Agreement shall terminate five (5) years after ODNR’s receipt of the Final Report, however, all provisions that logically ought to survive termination of this Agreement shall survive. 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.

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5. 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 Area, 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 in accordance with Exhibit A.
6. 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 secure all necessary permits for the Project. If the issuance of one or more such permits is delayed, ODNR may extend the Completion Date to the extent necessary to allow Grantee to complete the Project once such permits are issued.
7. Grantee shall provide routine status reports to ODNR in a format and on a timeframe as set forth by ODNR. These reports shall include updates related to Project progress and fiscal expenditures.
8. Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project.
9. The Project Property shall be maintained, in perpetuity, in a condition consistent with Exhibit A hereto. Grantee shall secure an environmental covenant on the Project Property, in a form substantially similar to the form attached hereto as Exhibit B, to be recorded with the County Recorder. Such environmental covenant must, in perpetuity, prohibit any activity or construction on the Project Property inconsistent with the Project set forth in Exhibit A. Grantee shall deliver a copy of the environmental covenant to ODNR upon completion of the Project.
10. **Monitoring Access.** For a period of no less than fifteen (15) years after the Completion Date, Grantee shall permit or ensure ODNR and its representatives or agents to access the Project Property for the purpose of conducting nutrient related monitoring. Upon completion of the project, the parties shall agree upon reasonable access terms, including, but not limited to data and sample collection at the project site, use of equipment to conduct monitoring, and timing of monitoring.
11. ODNR's only liability under this Agreement shall be for the advancement of the grant funds described herein. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

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12. Grantee represents that it maintains adequate insurance 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. 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.

13. The Grantee will keep and make all Project-related records available to ODNR, 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.

14. 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
To the extent applicable, the Grantee agrees that it will fully comply with Ohio's prevailing wage laws pursuant to Ohio Revised Code Chapter 4115.

 - b. Worker's Compensation
The Grantee agrees that it will fully comply with Ohio's Worker's Compensation Laws.

 - 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
To the extent applicable, the Grantee agrees to comply with Ohio Revised Code 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

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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.

15. 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.
16. 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 to be awarded state funds.
17. 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. During this thirty (30) day period, Grantee shall not incur any additional expenses on the Project unless and until the Default is cured.
18. 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 Section 126.60 of the Ohio Revised Code.
19. 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.
20. 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

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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.

- 21.** 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.
- 22.** 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.
- 23.** 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.
- 24.** 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.
- 25.** 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.
- 26.** 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.
- 27.** This Agreement is not binding upon ODNR unless executed in full. This Agreement is effective as of the last date of signature by ODNR.
- 28.** 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

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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:

For ODNR:
Kevin Nemer
Division of Natural Areas and Preserves
952 Lima Ave
Findlay, Ohio 45840
614-381-1929
Kevin.Nemer@dnr.ohio.gov

For Grantee:
Rob Krain
Director
PO Box 332
Perrysburg, Ohio 43552-0332
419-833-1025
director@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.

- 29.** 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.
- 30.** 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.

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

FOR GRANTEE

FOR THE ODNR

Rob Krain
Director

Mary Mertz
Director

Date

Date

H2Ohio Grant Award Agreement Between the BSC and ODNR -Exhibit A

Exhibit A

Scope of Work

Stream Restoration and Habitat Improvements at Little Auglaize Wildlife Reserve

Little Auglaize Wildlife Reserve (LAWR) is located along 7,000 linear feet of the Little Auglaize River and consists of 25 acres of mature riparian oak-hickory woods, 125 acres of grassland/early successional hardwood forest, and 57 acres of restored wetlands. The 125 acres of early successional forest were planted with seedlings and direct seeded with acorns about 25 years ago. In 2018, Black Swamp Conservancy (the Conservancy) was granted funding through Clean Ohio Green Space and the Ohio Forested Habitat Fund (The Conservation Fund / USFWS) to purchase LAWR as a fee owned preserve to be protected in perpetuity. Prior to Conservancy acquisition, invasive plant management efforts declined, allowing degradation of the early successional forest and a 5-acre wet meadow through expansion of large populations of invasive teasel (*Dipsacus* spp.) and reed canary grass (*Phalaris arundinacea*).

In the northeast corner of the site, a 2,000-linear foot tributary flows into the Little Auglaize. The tributary starts immediately upstream of LAWR's eastern boundary in a conventional grain farm with a hog CAFO only 500 feet upstream in the watershed. The tributary enters LAWR via a culvert. For the first 1,000 feet, the tributary is an agricultural ditch as it runs through LAWR's grassland/early successional hardwood habitat. The final 1,000 feet flow through the mature riparian oak-hickory woods and have a more natural meandering manner and a connected floodplain.

We were invited to submit a Full Proposal to Sustain Our Great Lakes (SOGL), in which we proposed to improve 125 acres of grassland/early successional forest and 5 acres of wet meadow habitat with intensive invasive vegetation treatments followed by native plantings. If selected for funding, SOGL would provide \$200,000 for the habitat improvement task and would require a \$203,000 match.

If we receive funding from SOGL, in addition to H2Ohio funding, the project will include:

- 1.) Engineering & Design to:
 - a.) Convert the upper 1,000 feet of the tributary from traditional ditch to meandering stream with floodplain benches
 - b.) Improve 125 acres of grassland / early successional forest
 - c.) Improve 5 acres of wet meadow habitat
- 2.) Implementation of the approved Engineered Design Plan

If we are not awarded the SOGL funds, the project will have to be scaled back and will include:

- 1) Engineering & Design to:
 - a. Convert the upper 1,000 feet of the tributary from traditional ditch to meandering stream with floodplain benches
 - b. Improve 65 acres of grassland / early successional forest
 - c. Improve 5 acres of wet meadow habitat
- 2) Implementation of the approved Engineered Design Plan

H2Ohio Grant Award Agreement Between the BSC and ODNR -Exhibit A

Specific tasks include the following:

Task 1 – Conceptual Design

The in-house preliminary restoration concept for this project entails increasing nutrient uptake and floodplain capacity along the tributary and reducing weed pressure from Phalaris monoculture and heavy Dipsacus infestations on 125 acres of grassland / early successional forest and 5 acres of wet meadow. See Figure 1. We will refine this Concept during the formulation of our RFP to hire qualified consulting firm.

Deliverable 1a – Preliminary Restoration Concept is completed – see Figure 1

Deliverable 1b – Refined Conceptual Design

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 Engineering and Design, Permitting, and Implementation. The selected Design-Build firm will convert Grantee’s Restoration Concept into an engineered design for the stream restoration, and a detailed invasive species management plan and native planting schedule for the habitat improvement.

Grantee will require Conceptual, Preliminary and Final engineered designs from the firm and will meet with the firm to provide feedback on each stage of the design.

Deliverable 2a - Conceptual and Preliminary Designs for the restoration.

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

Task 3 – Permitting

All permitting will be investigated and prepared by the firm hired to complete the Design-Build contract and may include the following:

- 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.

H2Ohio Grant Award Agreement Between the BSC and ODNR -Exhibit A

- 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 providing engineering certification that development within 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 prior to construction.

Task 4 – Implementation

After hiring a Design-Build firm, the Black Swamp Conservancy will provide oversight by working closely with the selected contractor through the engineering/designing and implementation phases. Implementation of the habitat improvements will begin in 2023, while the stream restoration is in engineering & design phase. Stream restoration implementation may not start until 2024, after the design is complete and permits are in hand. Habitat improvement implementation will continue in 2024.

Deliverable 4 - Approximately 1,000 lf of drainage ditch converted to a more natural channel with improved floodplain connection, and between 70 and 130 acres of improved habitat through intensive treatment of invasive plant monocultures and replacement with early successional native plant communities.

Task 5 – Construction Oversight

The firm selected for the Design-Build contract will be charged with overseeing construction. The Black Swamp Conservancy anticipates that 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 stream restoration and channel alterations licensed by a professional engineer.

Task 6 – Project Management

Grantee's Conservation Manager Melanie Coulter, and Land Steward Freya Berntson, will provide general oversight throughout the project; however, additional direct component oversight may be given to a private firm, yet to be determined once an engineer/contractor is determined. Reviews of the project will be conducted on the Conceptual, Preliminary and Final restoration designs, documenting project progress and reporting to ODNR on a quarterly basis.

H2Ohio Grant Award Agreement Between the BSC and ODNR -Exhibit A

Deliverable 6: Reporting will take place quarterly as required, submitted by the Grantee. The tentative timeline provided in the chart below indicates approximate proposed time frames for accomplishments, that may be modified during the engineering/design phase. The implementation/construction schedule is highly variable, as it is weather and permit dependent.

Project Timeline – name of project here	Q2 FY23 Oct 2022	Q3 FY23 Jan 2023	Q4 FY23 Apr 2023	Q1 FY24 July 2023	Q2 FY24 Oct 2023	Q3 FY24 Jan 2024	Q4 FY24 Apr 2024	Q1 FY25 July 2024	Q2 FY25 Oct 2024
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	H2Ohio Amount	SOGL Amount
Salaries and Benefits	\$0	\$0
Travel	\$0	\$0
Supplies	\$0	\$0
Equipment	\$0	\$0
Contractual	\$503,000	\$200,000
Other	\$0	\$0
Total Direct Expenses	\$503,000	\$200,000
Indirect Expenses (at 6%)	\$30,180	\$0
Total Reimbursable	\$533,180	\$200,000 (SOGL)

Budget Justification**H2Ohio Total: \$533,180****Project Total: \$733,180****Salaries and Benefits: \$0**

No charges for salary.

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Travel: \$0

No charges for travel.

Supplies: \$0

No charges for supplies.

Equipment: \$0

No charges for equipment.

Contractual: \$503,000 from H2Ohio + \$200,000 anticipated from SOGL

Design-Build Contract Component	H2Ohio Cost	SOGL Cost	Justification
Habitat improvement on 125 acres of grassland/early successional forest and 5 acres of wet meadow	\$203,000	\$200,000	\$1,000 per acre for mechanical & chemical treatment of 130 acres + \$538 per acre for seed mix and planting services
Convert about 1,000 feet of ditch to more natural channel with increased floodplain connectivity	\$260,000	\$0	\$260 per linear foot includes staking, construction, water control, bank stabilization, erosion control, as-built survey
Design, Engineering & Permitting	\$40,000	\$0	Max cost for E&D of stream restoration
	\$503,000	\$200,000	

Other: \$0

No charges for Other

Indirect Costs: \$30,180

Indirect expenses are set at 6% of total project costs.



Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

Office of Real Estate
Tara Paciorek, Chief
2045 Morse Road – Bldg. E-2
Columbus, OH 43229
Phone: (614) 265-6661
Fax: (614) 267-4764

June 28, 2023

Willow Kenneda
Ohio Department of Natural Resources
2045 Morse Road, Building C
Columbus, Ohio 43229

Re: 23-0675; H2Ohio Little Auglaize Wildlife Reserve

Project: The proposed project involves a restoration effort in the Little Auglaize Wildlife Reserve.

Location: The proposed project is located in Washington Township, Paulding County, Ohio.

The Ohio Department of Natural Resources (ODNR) has completed a review of the above referenced project. These comments were generated by an inter-disciplinary review within the Department. These comments have been prepared under the authority of the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661 et seq.), the National Environmental Policy Act, the Coastal Zone Management Act, Ohio Revised Code and other applicable laws and regulations. These comments are also based on ODNR's experience as the state natural resource management agency and do not supersede or replace the regulatory authority of any local, state, or federal agency nor relieve the applicant of the obligation to comply with any local, state, or federal laws or regulations.

Natural Heritage Database: A review of the Ohio Natural Heritage Database indicates there are no records of state or federally listed plants or animals within one mile of the specified project area. Records searched date from 1980.

Please note that Ohio has not been completely surveyed and we rely on receiving information from many sources. Therefore, a lack of records for any particular area is not a statement that rare species or unique features are absent from that area.

Fish and Wildlife: The Division of Wildlife (DOW) has the following comments.

The DOW recommends that impacts to streams, wetlands and other water resources be avoided and minimized to the fullest extent possible, and that Best Management Practices be utilized to minimize erosion and sedimentation.

The project is within the vicinity of records for the Indiana bat (*Myotis sodalis*), a state endangered and federally endangered species. Because presence of state endangered bat species has been established in the area, summer tree cutting is not recommended, and additional summer surveys would not constitute presence/absence in the area. However, limited summer tree cutting inside this buffer may be acceptable after further consultation with DOW (contact Eileen Wyza at Eileen.Wyza@dnr.ohio.gov).

In addition, the entire state of Ohio is within the range of the Indiana bat (*Myotis sodalis*), a state endangered and federally endangered species, the northern long-eared bat (*Myotis septentrionalis*), a state endangered and federally endangered species, the little brown bat (*Myotis lucifugus*), a state endangered species, and the tricolored bat (*Perimyotis subflavus*), a state endangered species. During the spring and summer (April 1 through September 30), these bat species predominately roost in trees behind loose, exfoliating bark, in crevices and cavities, or in the leaves. However, these species are also dependent on the forest structure surrounding roost trees. The DOW recommends tree cutting only occur from October 1 through March 31, conserving trees with loose, shaggy bark and/or crevices, holes, or cavities, as well as trees with DBH ≥ 20 if possible.

The DOW also recommends that a desktop habitat assessment is conducted, followed by a field assessment if needed, to determine if a potential hibernaculum is present within the project area. Direction on how to conduct habitat assessments can be found in the current USFWS “[RANGE-WIDE INDIANA BAT & NORTHERN LONG-EARED BAT SURVEY GUIDELINES](#).” If a habitat assessment finds that a potential hibernaculum is present within 0.25 miles of the project area, please send this information to Eileen Wyza for project recommendations. If a potential or known hibernaculum is found, the DOW recommends a 0.25-mile tree cutting and subsurface disturbance buffer around the hibernaculum entrance, however, limited summer or winter tree cutting may be acceptable after consultation with the DOW. If no tree cutting or subsurface impacts to a hibernaculum are proposed, this project is not likely to impact these species.

The project is within the range of the club shell (*Pleurobema clava*), a state endangered and federally endangered mussel, and the pondhorn (*Unio merus tetralasmus*), a state threatened mussel. This project must not have an impact on native mussels. This applies to both listed and non-listed species, as all species of mussel are protected in Ohio. Per the Ohio Mussel Survey Protocol (2022), all Group 2, 3, and 4 streams (Appendix A) require a mussel survey. Per the Ohio Mussel Survey Protocol, Group 1 streams (Appendix A) and unlisted streams with a watershed of 5 square miles or larger above the point of impact should be assessed using the Reconnaissance Survey for Unionid Mussels (Appendix B) to determine if mussels are present. Mussel surveys may be recommended for these streams as well. Therefore, if in-water work is planned in any stream that meets any of the above criteria, the DOW recommends the applicant provide information to indicate no mussel impacts will occur. If this is not possible, the DOW recommends a professional malacologist conduct a mussel survey in the project area. If mussels that cannot be avoided are found in the project area, the DOW recommends a professional malacologist collect and relocate the mussels to suitable and similar habitat upstream of the project site. Mussel surveys and any subsequent mussel relocation should be done in accordance with the [Ohio Mussel Survey Protocol](#). If there is no in-water work proposed, impacts to mussels are not likely.

The project is within the range of the greater redhorse (*Moxostoma valenciennesi*), a state threatened fish. The DOW recommends no in-water work in perennial streams from March 15 through June 30 to reduce impacts to indigenous aquatic species and their habitat. If no in-water work is proposed in a perennial stream, this project is not likely to impact this or other aquatic species.

The project is within the range of the Blanding's turtle (*Emydoidea blandingii*), a state threatened species. This species inhabits marshes, ponds, lakes, streams, wet meadows, and swampy forests. Although essentially aquatic, the Blanding's turtle will travel over land as it moves from

one wetland to the next. Due to the location, the type of habitat within the project area, and the type of work proposed, this project is not likely to impact this species.

The project is within the range of the Kirtland's snake (*Clonophis kirtlandii*), a state threatened species. This secretive species prefers wet meadows and other wetlands. Due to the location, the type of habitat within the project area, and the type of work proposed, this project is not likely to impact this species.

The project is within the range of the northern harrier (*Circus hudsonius*), a state endangered bird. This is a common migrant and winter species. Nesters are much rarer, although they occasionally breed in large marshes and grasslands. Harriers often nest in loose colonies. The female builds a nest out of sticks on the ground, often on top of a mound. Harriers hunt over grasslands. If this type of habitat will be impacted, construction should be avoided in this habitat during the species' nesting period of April 15 through July 31. If this habitat will not be impacted, this project is not likely to impact this species.

Due to the potential of impacts to federally listed species, as well as to state listed species, we recommend that this project be coordinated with the US Fish & Wildlife Service.

Water Resources: The Division of Water Resources has the following comment.

The [local floodplain administrator](#) should be contacted concerning the possible need for any floodplain permits or approvals for this project.

ODNR appreciates the opportunity to provide these comments. Please contact Mike Pettegrew at mike.pettegrew@dnr.ohio.gov if you have questions about these comments or need additional information.

Mike Pettegrew
Environmental Services Administrator

Exhibit E

CONTRACT FOR DESIGN-BUILD Stream Restoration at Little Auglaize Wildlife Reserve

This Contract is dated, made, and entered into as of the ____ day of _____, 2023.

BETWEEN:

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

AND:

CONTRACTOR (“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. 110, passed by the 134th General Assembly of the State of Ohio and signed by the Governor of Ohio on 1 July, 2021, with funds to be disbursed from the H2Ohio Fund (Fund 6H20 725681). An H2Ohio Grant Agreement was entered into by and between ODNR and BSC on September 27, 2022 (the “Grant”) setting forth the terms, conditions, and restrictions of the Grant (Exhibit A). All terms, conditions, and restrictions set forth in the Grant are incorporated into this Agreement and, to the extent there is any conflict between this Agreement and the Grant, the terms of the Grant shall prevail.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. BSC requires stream restoration work on Little Auglaize Wildlife Reserve in Paulding County, Ohio, as detailed in (i) “Stream Restoration at Little Auglaize Wildlife Reserve Design-Build Project Request for Proposals” dated August 22, 2023 (“RFP”) (Exhibit B) and (ii) the CONTRACTOR Proposal dated September 19, 2023 (“Proposal”) (Exhibit C) (collectively, the “Project”). Contractor shall furnish all licensing, 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, 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), Maps,

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, and licenses necessary to perform Work.

Sec. 5. Contractor's Billings to BSC. Compensation. Contractor shall send its invoices to BSC on a schedule agreed to by both parties. Invoices shall be based on direct costs incurred or percent of work completed. All Work on the Project shall be completed prior to December 15, 2024, unless this date is extended by mutual written agreement of BSC, Contractor, and ODNR. Any penalties, fines or other payments assessed against BSC as a result of any delay beyond December 15, 2024, shall be paid by Contractor. Prior to final payment, Contractor shall provide lien waivers for all labor and materials furnished to complete the Project. **In total, BSC shall pay to the Contractor a sum up to, but not to exceed, \$321,775 for completion of all Work as defined herein and on the Exhibits attached hereto. Final payment will be paid when all Work is successfully completed on or before December 15, 2024. The entire \$321,775 will be paid with funds from the Grant. 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 THE 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 DNR

Exhibit B – Stream Restoration at Little Auglaize Wildlife Reserve Request for Quotations dated August 22, 2023, which includes:

- map of location where restoration will be done

Exhibit C – CONTRACTOR Proposal dated September 19, 2023, which includes:

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

In case of conflict between the text of 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 mcoulter@blackswamp.org
Black Swamp Conservancy
P.O. Box 332
Perrysburg, Ohio 43552-0332
419-883-1025

To the Contractor: CONTACT NAME EMAIL
 COMPANY NAME
 ADDRESS
 CITY, STATE, ZIP
 PHONE

(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, 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, including without limitation, the Federal, State and local laws identified in the Grant.

(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) 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 set forth in the Grant attached as Exhibit A 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.

Black Swamp Conservancy

By: _____
Melanie Coulter, Conservation Manager

CONTRACTOR

By: _____ (SEAL)

Name, 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 CONTRACTOR.

My commission expires:

Notary Public

Exhibit F

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.).

Restoration 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

Current Team

Melanie Coulter

Rob Krain

Scarlet Rice

Laura Rodriguez

Ellie Schiappa

Linda Wegman

Other/Former Key Employees

Elisabeth Anderson

Freya Berntson

Christopher Collier

Julie Pompa

Sarah Williams

Current Board of Directors (FY '23)

Steve Bowe

Eric Britton

Mary Fedderke

Brian Kennedy

Will Lewis

Tim Minning

Rachael Niemer

David Nunn

Dana Reising

Karen Ranney-Wolkins

Josh Unice

Anne Yager

Prior Board Members (FYs '18-'22)

Paul Croy

Virginia Keller

Mary Krueger

Dani Kusner

Tom Reed

Katie Rousseau

Tim Schetter

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 G

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 H—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.

Employee Information

Number of Employees: _____

Service Information

Are there any geographical areas in Ohio 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)