



**Forrest Tract 5 Restoration  
Design-Build Project**

**at Forrest Woods Nature Preserve  
(Paulding County, Ohio)**

**Request for Proposals**

**June 7, 2024**

**Proposals must be received by 4:00pm Eastern on July 3, 2024**

## ***STATEMENT OF PURPOSE***

The Black Swamp Conservancy (“Conservancy”) is an accredited land trust that protects 22,000 acres of natural and working lands in northwest Ohio for the benefit of future generations. The Conservancy’s Strategic Conservation Plan focuses on riparian corridors and wetlands 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 restoration project on 70 acres of Forrest Woods Nature Preserve (the “Preserve”) in Paulding County, Ohio (the “Project”). The Project is funded by an H2Ohio grant through Ohio Department of Natural Resources. The 70-acre “Project Area” lies between the Maumee River and Marie DeLarme Creek. The Project will restore agricultural land to wetlands and upland buffer, and improve riparian habitat and reconnect the floodplain along an unnamed tributary to the Maumee River. Maps showing the general location of the Preserve, and the specific Project Area within it, are attached to this RFP as Exhibit A.

The 70-acre Project Area is adjacent to the Category 3 forested wetlands of the Forrest Woods Nature Preserve complex, one of the highest quality wetland forest complexes remaining in northwest Ohio. The Project Area contains active agricultural land used for row crop and hay production that will be retired and restored to natural habitat. A small, unnamed tributary runs through the agricultural area and an existing wooded riparian zone and into the Maumee River. The Conservancy’s goals for this project are to increase nutrient uptake, reduce sedimentation and erosion, increase floodplain connection, improve stream habitat, and restore wetlands and upland buffers. To achieve these goals the selected Contractor will design and implement these restoration tasks: 1) enhance and restore riparian habitat; 2) install treatment train wetlands or similar for agricultural runoff; 3) reconnect the floodplain along the tributary; 4) disable field tile and re-contour the ground to restore vernal pool wetlands; and 5) plant pollinator meadows.

A preliminary restoration concept for this project is included as Exhibit B. Contractors are encouraged to submit proposals that modify and build upon the preliminary restoration concept to result in the best nutrient reduction and habitat outcomes while still incorporating the minimum Project deliverables and staying within the budget.

## **SECTION A: GENERAL ADMINISTRATIVE PROVISIONS**

### ***THE CONSERVANCY’S PROCUREMENT PROCESS***

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

### **VENDOR'S OBLIGATIONS**

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

Through this RFP, one Contractor will be selected to implement the design, engineering, construction and planting of the Forrest Tract 5 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. 2007-01S (“Executive Order”). The Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will take any action inconsistent with such laws and/or the Executive Order. The Contractor understands that failure to comply with Ohio’s ethics and conflict of interest laws is, in itself, ground for termination of the Contract.

### ***INSURANCE REQUIREMENTS***

The selected 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.

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.

ALL insurance shall be endorsed so that it cannot be canceled in less than sixty (60) days.

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 D. If the Contractor proposes changes to that form of Contract, such proposed changes should be submitted as part of its Proposal. The Conservancy reserves the right, in its sole and absolute discretion, to reject any and all changes proposed by any Contractor submitting a Proposal.

### **TRANSFER OF RECORDS**

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

### **SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS**

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

The Contractor must be able to demonstrate the successful completion of at least 4 wetland or stream restoration projects, each greater than \$250,000 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 \$700,000 and \$840,000. The maximum amount of \$840,000 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.*

The Conservancy does not have topographical, hydrological or other technical surveys of the Project Area. If desired, any such surveys shall be the Contractor's responsibility and should be included within the Contractor's pricing structure.

Contractors may submit their proposal based on the attached Preliminary Restoration Concept (Exhibit B) , but contractors are encouraged to submit proposals with suggested modifications or an alternative conceptual design and related justification and pricing for the Conservancy’s consideration. Any alternative or modified conceptual design must incorporate the minimum Project requirements, as discussed in Section C: Project Description and Specifications and Section D: Contractor Scope of Services.

## **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 134<sup>th</sup> 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.*

The 70-acre Project Area is part of the Conservancy’s Forrest Woods Nature Preserve, located in Crane Township, Paulding County, Ohio. The 400-acre Preserve was once part of the Great Black Swamp and contains a high quality remnant of the Swamp which is home to 40 state and federally listed species. Marie DeLarme Creek flows through the Preserve and its Category 3 forested wetlands before it enters the Maumee River. A portion of the Preserve is a designated State Nature Preserve.

The Project Area is part of the newly acquired 96-acre Forrest Tract 5 Property (“the Site”) which lies along Road 192 and provides a critical link between previously discontinuous parcels of the Preserve (see Exhibit A). The restoration of the Project Area will connect fragmented habitat in the Upper Maumee River Watershed.

The Site contains approximately 26 acres of forest, including Category 3 forested wetlands. The remainder of the Site is the 70-acre Project Area, which contains active agricultural land used for row crop and hay production that will be retired in Fall 2024 and restored to natural habitat through this Project. A small, unnamed tributary runs through the agricultural area and an existing wooded riparian zone and into the Maumee River. The Conservancy previously restored the lower section of the tributary, and with the acquisition of Forrest Tract 5, can now restore the upper section as part of this Project. The topography of the Site implies that shallow groundwater movement is likely to the east-northeast in the eastern part of the Site (i.e. flowing into Marie DeLarme Creek) and to the south-southeast in the western part (i.e. flowing into the Maumee River).

Available information indicates that the Site has been used as agricultural farmland, including barns, sheds and livestock since at least 1950. A 1914 topographic map depicted the Site as undeveloped land with no structures and Marie DeLarme Creek transecting the northeast portion of the Site. A 1940 topo

map and 1950 aerial photo showed two structures along Road 192, which are the derelict barns still on site now. There were also several dirt paths/roads transecting the Project Area. By 1960, those dirt paths/roads are gone. The unnamed tributary in the Project Area appears to have transformed from a more natural stream with almost no trees along it in 1950 to more of a ditch, with a new feeder ditch coming in from the north, and still with no trees, by 1960. Shrubby habitat had grown in along the more stream-like section by 1972 and grew more mature until 1988 when it was again cleared. In 1995, the trees and shrubs were growing in again, and the riparian area remained wooded to now.

### ***PROJECT DESCRIPTION***

The Project is located at Forrest Woods Nature Preserve along Road 192 in Crane Township, Paulding County, Ohio. The Project Area is 70 acres of row crop and hay fields and a narrow wooded riparian band along an unnamed tributary to the Maumee River. The tributary drains upstream farm fields and provides an ideal opportunity to improve water quality in the Maumee River watershed.

The agricultural field in the Project Area is being leased for the 2024 season and will be planted to soybeans. Access for site assessment activities will be allowed during the growing season and will be coordinated with the farmer through the Conservancy. Construction activities will not begin until after crops are harvested in the fall. There are two derelict barns and associated farm equipment in the hay field area near the road. These will be removed by September 2024, separate from this Project.

This Project Area lies between two previous restoration projects at Forrest Woods Nature Preserve. There is opportunity to link the new Project to these previous projects, especially hydrologically. The lower reach of the unnamed tributary was previously restored. The field to the north of the Project Area was restored to emergent wetlands and wet meadow.

The objective of this Project is to design, engineer, permit, construct and plant a restoration project that will convert an agricultural field to native habitats, including wetland, riparian, floodplain and upland buffer habitat, and restore stream habitat. The minimum Project requirements are to increase nutrient uptake, increase floodplain capacity, reduce sedimentation and erosion, improve stream and floodplain habitat, and restore wetlands.

To achieve these goals, the Project must include:

1. Site Prep, to be determined based on final design plans and timing of construction. This may include herbicide treatments before or during construction. This may include seeding a cover crop after bean harvest, and then mowing and/or tilling in the crop before construction.
2. Enhance approximately 9 acres of existing wooded riparian habitat by controlling invasive species like reed canarygrass and honeysuckle. Replant with native species where invasive control creates bare areas.
3. Implement floodplain reconnection and/or other method(s) to increase flood storage capacity and nutrient & sediment capture in the floodplain of the approximately 1,200 linear feet of tributary that flows through the existing wooded riparian habitat. Also address any bank erosion along the tributary.

4. On the upper end of the tributary, in the current agricultural field, create meander on approximately 700 linear feet of agricultural ditch and install a treatment train of wetlands along it.
  - a. The ditch is about 5 feet deep, so alternative ideas may be required. An alternative to the treatment train wetlands might be a restored oxbow wetland or side floodplain channel.
  - b. The treatment applied here must continue to take on all water from the upstream farm field and not back up the culvert that leads into this stretch of tributary.
  - c. Drainage from the church property to the south is routed into this section of ditch. This drainage must not be disrupted.
5. Create a natural riparian buffer along the upper 700 feet of the unnamed tributary. Total acreage of treatment train wetlands (or floodplain restoration) + riparian restoration in this upper section should be approximately 2 acres.
6. Crush, remove, re-route or daylight tiles on site to direct water into restored wetlands and waterways. Tiles will still drain neighboring agricultural fields and other neighboring properties. Wetland and stream elements must be designed to take on tile outfall and surface water without backing up drainage from neighboring properties during storm events.
7. Restore a minimum of 9 acres of wetlands. In Exhibit B, the “Wetland Areas” may have conditions that allow wetland restoration once tiles are disabled. However, desktop soil reviews show “somewhat poorly drained” soils with hydric ratings of only 1% to 30% in these areas. More detailed site assessments will be required to see which acres of these “Wetland Areas” can be restored to wetlands. There are 26.5 acres of possible “Wetland Areas” in Exhibit B. Depending on site assessments and design, Contractor may restore more than 9 acres of wetland. Pollinator Meadow will be planted in the non-wetland acres.
8. Plant 20 to 42 acres of Pollinator Meadow, to create upland buffers along the restored wetlands and waterways.
9. Where practical, establish tie-ins with previously restored Conservancy-owned fields and waterways to the north and south, to increase the impact of water quality and habitat improvements.
10. Do restoration work on a total of 70 acres. To achieve 70 acres, may have to go beyond the fields of Forrest Tract 5. Possible options include:
  - a. Enhance existing forest habitat between the Project Area and Marie DeLarme Creek. This could include invasive woody removal and/or planting in disturbed areas.
  - b. Restore wetland in previous Reforestation Field.
  - c. Improve wetlands in previous Wetland Restoration Field.

Contractors should **not** include post-construction invasive species management in this Proposal. The Conservancy is contracting that work separately.

A Preliminary Restoration Concept for the Project is attached as Exhibit B. Contractors may submit their proposal based upon the attached Preliminary Restoration Concept or may submit an alternative

conceptual design and related justification and pricing for the Conservancy’s consideration. The Preliminary Restoration Concept and suggested project elements are to help guide the Contractor in the design and engineering of this project. However, upon completing site analyses and surveys, the selected Contractor may devise additional or alternative design concepts and elements that are more appropriate for the site conditions and desired outcomes. Any alternative or modified designs must incorporate the minimum Project requirements, as discussed in Section C: Project Description and Section D: Contractor Scope of Services and Schedule.

The following chart identifies project deliverables noted in the Scope of Work and describes if they are required or flexible.

<b>Deliverables</b>	<b>Amount in Scope of Work</b>	<b>Optional/Required</b>
Total Acres Restored	70 acres	70 acres is required. This includes 55 acres of row crop & hay fields and 9 acres of existing wooded riparian habitat. An additional 6 acres must be restored, in areas bordering the 55 acres of row crop & hay fields.
Wetland Restored	9 acres	Required minimum. Various wetland opportunities.
Pollinator Meadow	20 acres	Required minimum. Additional acres may be planted in areas that are not suitable for wetland restoration.
Riparian Woods Enhancement	9 acres	Required minimum. Enhancement of existing riparian habitat.
Floodplain Reconnection and/or Increase Flood Storage	1,200 linear feet	Method of floodplain connection is flexible along the 1,200 linear feet of tributary that flows through existing wooded riparian zone.
Convert upper ditch to wetlands + natural channel + riparian to capture nutrients	700 linear feet, 2 acres	Required element for upper end of unnamed tributary. Flexible methods

**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 wetland, stream, floodplain and riparian 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. For example, berms impounding water should be supported with corresponding hydraulic and routing studies, so the costs of those studies should be included in the Proposal.
- a. Design documents shall include 70 total acres of restored habitat, including at least 9 acres of wetland, 9 acres of riparian woods, and 20 acres of pollinator meadow. The goals of the wetland restoration are ORAM scores in the middle to high Category 2 range.
  - 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 1,900 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; the budget for this should be called out in a Permitting Contingency budget line, as it may not be required. The Contractor should anticipate and budget for completing a SWPPP for the proposed design in accordance with an Ohio EPA construction general permit. Additional permits and regulatory communications are anticipated and should be considered in Contractor's budget.
- 4) Complete three design reviews with the Conservancy at the following stages of completion: Conceptual Design, Preliminary Design, and Final Engineered 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 the Maumee River, Marie DeLarme Creek, their tributaries, and adjacent wetlands.
  - 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 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 or neighboring properties 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 impact existing infrastructure including houses, roads, utilities and drainage of neighboring properties. The design shall ensure and detail stable and appropriate tie-ins with all drainages in the Project Area.
- 7) Meetings with the Conservancy shall be conducted on the Site at pre-construction, at 50% completion, and at 100% completion before equipment is removed to ensure that all activities are satisfactorily planned for and completed. A person qualified in each design phase of the project shall be available when required to support the necessary visits. The 100% construction meeting shall be held prior to demobilization.
- 8) The Contractor shall perform re-vegetation of the Project Area per the design as approved by the Conservancy and per the terms of the Contract and permits. Vegetative survival must attain 80 percent over a two-year period after completion of construction.
- 9) Any data resulting in a formal report such as a wetland and 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.
- a. Additionally, the Conceptual Design shall be updated to reflect final conditions, and will include a table with final acres and linear feet restored for different habitat types.

## ***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.
- Updated Conceptual Design reflecting final conditions and showing final acres and linear feet of each habitat type restored
- 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 September 15, 2025. The Contractor should provide a schedule of its planned activities for completing all tasks. Contractor should assume a commencement date of July or August 2024. 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 G)
  - b. List and description of each entity, including proposed subcontractors, that are a part of the Contractor's Project team, including each entity's experience with projects similar in nature to the subject Project. If proposed subcontractors are not identified in the proposal, a rationale for how those subcontractors will be selected should be provided.
  - c. A summary of at least four 4 wetland or 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 September 15, 2025. 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 wetland or 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 E. 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 F.

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 and provide parking instructions. Email your access request to [mcoulter@blackswamp.org](mailto:mcoulter@blackswamp.org).

#### **QUESTIONS ABOUT THIS RFP MUST BE EMAILED TO:**

Melanie Coulter                      [mcoulter@blackswamp.org](mailto: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 will be answered on June 19 and additional questions will be answered on June 28.

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](mailto: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 Contractors own large file transfer service or they may be mailed to the Conservancy at P.O. Box 332, Perrysburg, OH 43552-0332.

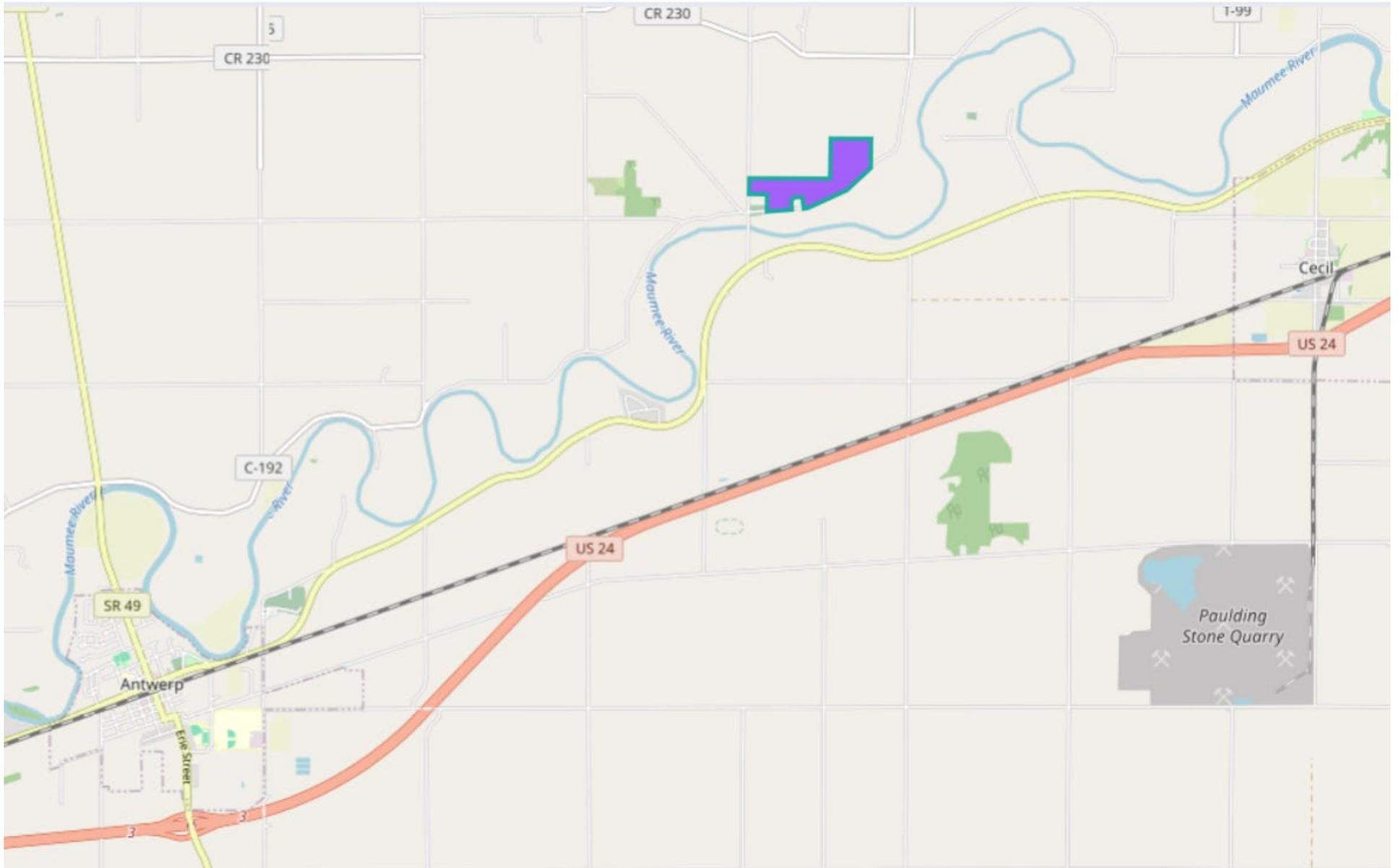
Submissions, including submissions that are mailed or shipped to the above P.O. Box, must be received no later than 4:00 pm on July 3, 2024. Proposals received after this date will not be accepted. The Conservancy expects to award the contract by the end of July 2024. Work will commence after successful execution of a contract for services between the Contractor and the Conservancy.

**EXHIBITS**

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

# Exhibit A: Maps

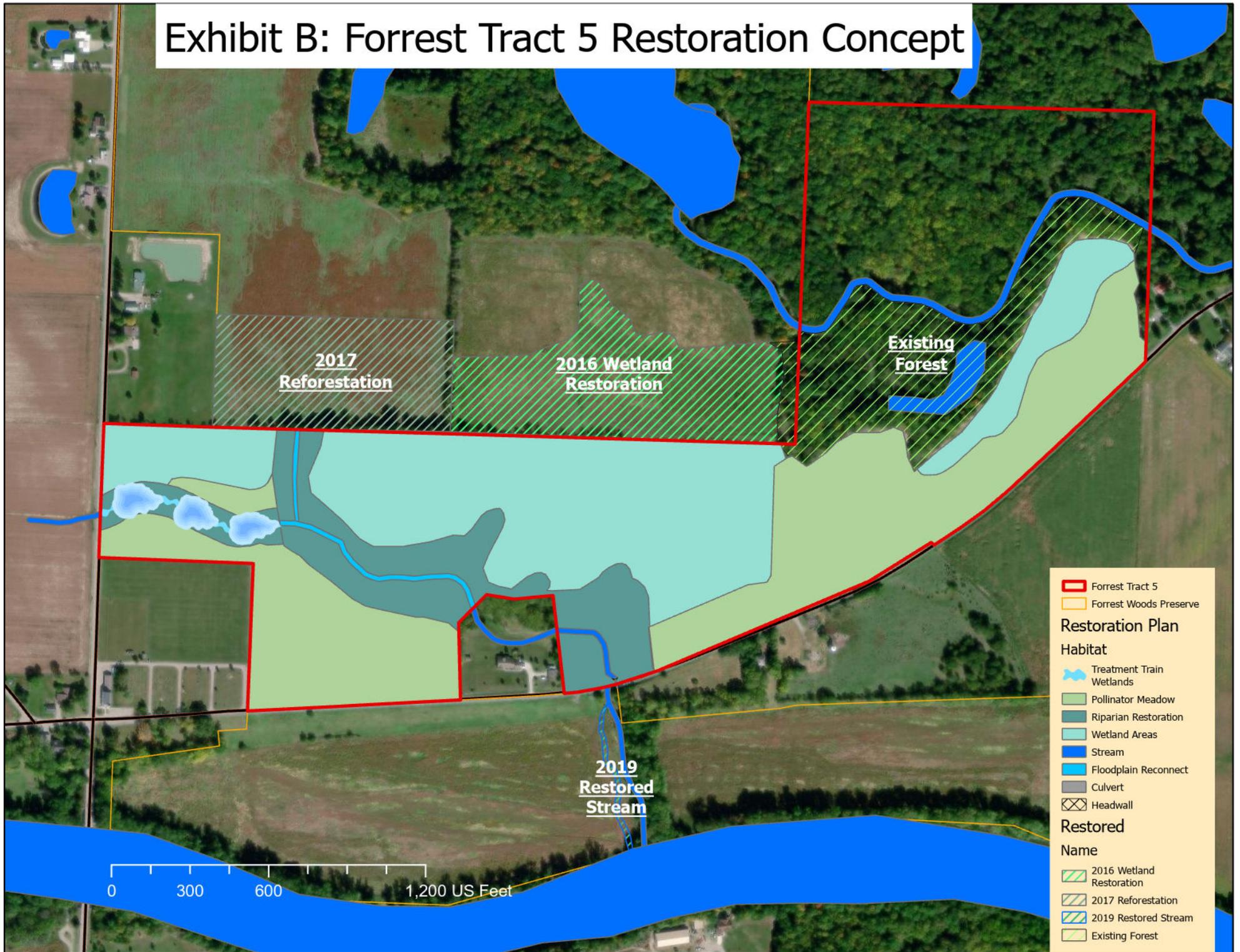
## Location of Forrest Tract 5 (the Site)



# Map of Forrest Tract 5 (the Site), within Forrest Woods Nature Preserve (the Preserve)



# Exhibit B: Forrest Tract 5 Restoration Concept



**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 134<sup>th</sup> 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 134<sup>th</sup> General Assembly of the State of Ohio has appropriated funds of which up to Two Million and Seven Hundred Thousand Dollars (\$2,700,000.00) has been redirected and awarded to the Grantee for costs associated with the Parcel-based Ecological Restoration Model Driven Acquisition and Restoration in the Western Lake Erie Basin 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 134<sup>th</sup> General Assembly, the parties hereto agree as follows:

1. ODNR agrees to provide the Grantee up to Two Million and Seven Hundred Thousand Dollars (\$2,700,000.00) via qualifying reimbursement to be used toward the total cost of the Project as follows:
  - a. PERM Expansion:
    - i. Consistent with Exhibit A, up to \$175,790 in grant funds may be used to expand the scope of Grantee’s existing Parcel-based Ecological Restoration Model (PERM) to include all of the Western Lake Erie Basin and improve functionality for ODNR’s use.

H2Ohio Grant Award Agreement Between BSC and ODNR  
Legal Contract ID No. 2023-0335

b. Parcel Identification and Property Acquisition:

- i. Consistent with Exhibit A, Grantee will use PERM to identify parcels of property scoring 90 or more points within the modeling and prepare a list of priority parcels.
- ii. Within these 90+ point parcels, Grantee will identify landowners willing to convey property for restoration activities.
- iii. As set forth in Exhibit A, remaining grant funds will be used to reimburse Grantee for work associated with the acquisition and restoration of one or more 90+ point parcels, totaling no less than 80 acres, as agreed upon by ODNR and Grantee.
- iv. Grantee understands that it will not be reimbursed for work associated with identifying parcels that are not approved by ODNR for restoration.

c. Completion Date:

- i. It is mutually agreed that Grantee will complete all deliverables set forth in Exhibit A by September 30, 2025. (“Completion Date”).

d. 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 Two Million and Seven Hundred Thousand Dollars (\$2,700,000.00). 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

H2Ohio Grant Award Agreement Between BSC and ODNR  
Legal Contract ID No. 2023-0335

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, 10<sup>th</sup> 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.
5. The Grantee shall be responsible for the administration of the Project. The Grantee shall have the full authority to contract with appropriate persons for the design and permitting of the Project. The Grantee shall secure all necessary permits for the Project. If the issuance of one or more permits is delayed through no fault of Grantee, ODNR may extend the Completion Date to the extent necessary to allow Grantee to complete the Project once such permits are issued.
6. 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.
7. 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.
8. 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.
9. 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

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Legal Contract ID No. 2023-0335

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.

10. 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

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 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.

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- 11.** 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.
- 12.** 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.
- 13.** 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.
- 14.** 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.
- 15.** 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.
- 16.** No personnel of either Party who exercises any functions or responsibilities in connection with the review or approval of this Agreement shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the other Party in writing. Thereafter, he or she shall not participate in any action affecting the Project, unless the other Party determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

H2Ohio Grant Award Agreement Between BSC and ODNR  
Legal Contract ID No. 2023-0335

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. This Agreement is not binding upon ODNR unless executed in full. This Agreement is effective as of the last date of signature by ODNR.
24. All notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses set forth above. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. All Notices required or permitted to be given pursuant to the terms of this Agreement shall be respectively addressed as follows:

For ODNR:  
Kevin Nemer

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Legal Contract ID No. 2023-0335

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

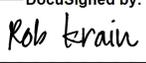
For Grantee:  
Rob Krain  
Director  
PO Box 332  
Perrysburg, Ohio 43552-0332  
419-833-1025  
director@blackswamp.org

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.

- 25. 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.
- 26. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

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

**FOR GRANTEE**

DocuSigned by:  
  
 \_\_\_\_\_  
8EACC2894EA6476...  
 Rob Krain  
 Director  
 March 6, 2023  
 \_\_\_\_\_  
 Date

**FOR THE ODNR**

DocuSigned by:  
  
 \_\_\_\_\_  
6DC82A2DBC484A7...  
 Mary Mertz  
 Director  
 March 7, 2023  
 \_\_\_\_\_  
 Date

## **Exhibit A**

### **Scope of Work**

**Project:** Forrest Tract 5 Restoration, Paulding County - A “Sub-Project” of the H2Ohio-funded PERM Driven Acquisition & Restoration in the WLEB

**Project Coordinator:** Melanie Coulter, Black Swamp Conservancy Conservation Manager

#### **Project Description:**

The 94.5-acre Forrest Tract 5 Property provides a critical link between parcels already owned by Black Swamp Conservancy (“Grantee”) at its ~400 acre Forrest Woods Nature Preserve (see Figure 1), a portion of which is a designated State Nature Preserve. The acquisition of Forrest Tract 5 is being accomplished with H2Ohio funds, and will be complete in April 2024. The acquisition will reunite fragmented habitat in the Upper Maumee River Watershed. This SOW describes Grantee’s planned restoration for the site, which will retire agricultural land, restore wetlands, and reconnect the floodplain along a tributary to the Maumee River. The property scores 100 out of 100 possible points on the PERM model; therefore, this restoration is in line with Grantee’s project goals and deliverables for the PERM Driven Acquisition & Restoration in the WLEB project.

The property contains approximately 26 acres of Category 3 forested wetlands that are part of the Forrest Woods Nature Preserve complex, one of the highest quality wetland forest complexes remaining in northwest Ohio and home to 40 listed species of plants, animals and insects. The remainder of the property contains active agricultural land used for row crop and hay production that will be retired and restored to natural habitat. A small, unnamed tributary runs through the agricultural area and an existing wooded riparian zone and onto the land Grantee owns along the Maumee River. The Grantee previously restored the lower section of the tributary, and with the acquisition of Forrest Tract 5, can now restore the upper section.

The Grantee has previously completed 5 habitat restoration projects at Forrest Woods funded by H2Ohio (Forder Bridge), Clean Ohio, Sustain our Great Lakes, GLRI and the Clean Water Act Section 319 program. The restoration of Forrest Tract 5 will be Grantee’s final project for the foreseeable future for remediating water quality concerns in this area – the confluence of the Maumee River mainstem and Marie DeLarme Creek.

Specific tasks for this restoration project include the following:

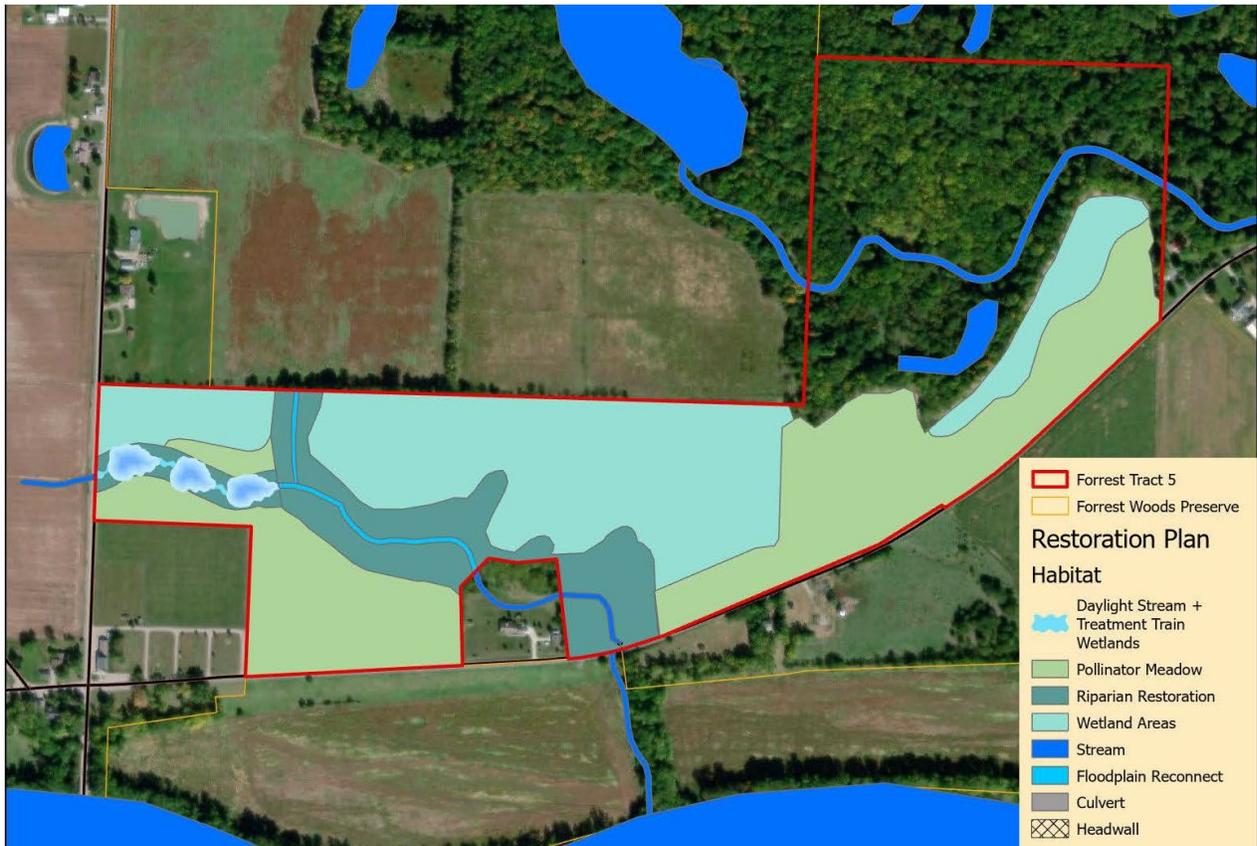
#### **Task 1 – Restoration Concept**

The in-house restoration concept for this project entails enhancing and restoring riparian habitat; installing treatment train wetlands for agricultural runoff; reconnecting the floodplain along the tributary; disabling field tile to restore vernal pool wetlands; and planting pollinator meadows. See Figure 2. Note that Grantee plans to reforest the pollinator meadows in a few years, as a second phase of this restoration, for which Grantee will seek other funding. When restoring agricultural fields, installing only native meadow species for the first few years prepares the site for later reforestation by reducing field weeds and improving the soil.

**Deliverable 1** – The restoration concept is completed – see Figure 2



**Figure 1.** Aerial map showing Property. Forrest Woods Tract 5 Acquisition in Red. Existing Black Swamp Conservancy land (Forrest Woods Nature Preserve and Forder Bridge River Access site) in Green.



**Figure 2.** Restoration Concept for Forrest Tract 5 at Forrest Woods Nature Preserve

## **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, including any changes that their knowledge and site assessments suggest. 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) for submission with the NPDES
  - Notice of Intent (NOI) for coverage under the NPDES
- Special Flood Hazard Area Development Permit from the County Engineer
- Cultural Resources Preliminary Review
  - State Historic Preservation Office Section 106 Review if required

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

**Deliverable 3b** – All Required Permits delivered to Grantee prior to construction.

## **Task 4 – Restoration Implementation**

After hiring a Design-Build firm, Grantee will work closely with the selected contractor through the design, engineering and implementation phases of the project. The contractor will perform all site prep, earthwork, planting and invasive species control to convert agricultural fields to native habitats and implement nutrient and sediment capture practices.

**Deliverable 4** - Approximately 54 acres of row crop and hay fields will be restored to native habitat including wetlands, riparian, floodplain and upland buffer habitat. Additionally, approximately 9 acres of existing wooded riparian habitat will be enhanced, and there will be a stream restoration. Specific implementation deliverables, subject to change as a firm completes the full engineering and design, could include:

- Enhance approximately 9 acres of existing wooded riparian habitat by controlling invasive species like reed canarygrass and honeysuckle. Replant with native species where invasive control creates bare areas.
- Implement floodplain reconnection and/or other method(s) to increase flood storage capacity and nutrient & sediment capture in the floodplain of the approximately 1,200 linear

- feet of tributary that flows through the existing wooded riparian habitat. Also address any bank erosion along the tributary.
- Daylight or naturalize approximately 700 linear feet of agricultural ditch / grassed waterway, and install a treatment train of wetlands along it. See Figure 2 for location of this element.
    - An alternative to the treatment train wetlands and stream might be a restored oxbow wetland or floodplain channel. These elements will depend on what the consulting firm finds during site assessments and what is determined best for the site during the design phase.
  - Create a natural riparian buffer along the daylighted stream + treatment train wetland. Total acreage of treatment train wetlands + riparian restoration is approximately 2 acres.
  - Crush, remove, re-route or daylight tiles on site to direct outfall into restored wetlands and waterways. Tiles will still drain neighboring agricultural fields and other neighboring properties. Wetland and stream elements will be designed to take on tile outfall and surface water without backing up drainage from neighboring properties during storm events.
  - Restore approximately 9 acres of wetlands. In Figure 2, the “Wetland Areas” may have conditions that allow wetland restoration once tiles are disabled. However, desktop soil reviews show “somewhat poorly drained” soils with hydric ratings of only 1% to 30% in these areas. More detailed site assessments will be required to see which acres of these “Wetland Areas” can be restored to wetlands. There are 26.5 acres of possible “Wetland Areas.” Depending on site assessments and design, Grantee may restore more than 9 acres of wetland. Pollinator Meadow will be planted in the non-wetland acres.
  - Planting of 25 to 42 acres of Pollinator Meadow, to create upland buffers along the restored wetlands and waterways.
  - Where practical, establish tie-ins with previously restored Conservancy-owned fields and waterways to the north and south, to increase the impact of water quality and habitat improvements.
  - After construction is complete, a Contractor will provide 2 years of invasive species management on the restored areas of the site.

#### **Task 5 – Construction Oversight**

The firm selected for the Design-Build contract will be charged with overseeing construction. The Grantee anticipates that the Design-Build firm will sub-contract with a construction firm and will directly oversee the construction firm’s work. Grantee’s staff will oversee the Design-Build firm by requiring frequent project updates and performing weekly site checks during the construction and planting phases.

**Deliverable 5:** As-built drawings of the restoration by a professional engineer.

#### **Task 6 – Project Management:**

Grantee will provide oversight on this restoration project. Conservation Manager, Melanie Coulter, will provide general oversight for the restoration project. Reviews of the project will be conducted for the Conceptual, Preliminary and Final restoration designs, documenting project progress and reporting to ODNR on a quarterly basis.

**Deliverable 6:** Reporting will take place quarterly as required, submitted by the Grantee.

**Project Timeline**

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 – Forrest Tract 5 Restoration	Q4 FY23 Apr-Jun 2024	Q1 FY24 Jul-Sep 2024	Q2 FY24 Oct-Dec 2024	Q3 FY24 Jan-Mar 2025	Q4 FY24 Apr-Jun 2025	Q1 FY25 Jul-Sep 2025
Task 1 –Conceptual Design						
Task 2 – Engineering & Design						
Task 3 – Permitting						
Task 4 – Restoration Implementation						
Task 5 - Construction Oversight						
Task 6 – Project Management						

**Budget Summary**

<b>Budget Summary</b>	
<b>Reimbursable Item</b>	<b>\$ Amount</b>
Salaries and Benefits	\$5,770
Travel	\$0
Equipment	\$0
Supplies	\$0
Contractual	\$890,560
Other	\$0
<b>Total Direct Costs</b>	<b>\$896,330</b>
Indirect Costs	included in overall PERM project budget

**Budget Justification Total: \$896,530**

**Salaries:**

We are asking that \$5,770 be shifted from the Other budget line to the Salary budget line in the overall PERM Project budget. This is to provide additional salary, above the \$8,605 already included in the overall PERM project budget. The \$8,605 included 7 weeks of Conservation Manager’s salary (and 1 week of Executive Director’s salary). We generally use 5 weeks of Conservation Manager’s time on each H2Ohio restoration project. The Forrest 5 Restoration project is the third restoration “sub-project” under the PERM Project. Therefore, we are asking for 5 more weeks of Conservation Manager’s salary.

**Travel: (\$0)**

No charges for travel.

**Supplies: (\$0)**

No charges for supplies.

**Equipment: (\$0)**

No charges for equipment.

**Contractual: (\$890,560)**

<b>Design-Build Contract Component</b>	<b>Cost</b>	<b>Justification</b>
Riparian Enhancement (~9 acres)	\$28,185	\$2,230 per acre, includes two years of mowing and spraying reed canarygrass, stump-cut treatment of honeysuckle, plus re-seeding budget and 100 native trees and shrubs to replace honeysuckle
Floodplain reconnection (or other flood storage and nutrient/sediment capture methods) on ~1,200 linear feet	\$193,545	\$153 per linear foot, includes construction, planting, permits, E&D, prep, water control, etc.
Stream restoration w/ treatment train wetlands along it, on ~700 linear feet	\$155,490	\$213 per linear foot includes construction, planting, permits, E&D, prep, water control, etc.
~2 acres of riparian woods and understory plantings along the 700 feet of stream restoration	\$9,400	\$4,700 per acre with trees and shrubs planted in herbivory fencing pods and native herbaceous seeding
Wetland restoration with tile decommission (~9 acres to 18 acres)	\$360,000	\$24,000 per acre includes finding & breaking/daylighting tiles, construction, planting, permits, E&D, prep, etc.
Pollinator Meadow (~23 acres to 42 acres)	\$82,940	\$2,200 per acre includes diverse native seed mix, site prep, seed installation, straw mulch
Design & Engineering, Permitting, Site Assessments	Included	Included in the costs of stream and wetland restoration elements.
Contingency / Bonding	\$10,000	1% of restoration / construction costs
2 years of invasive plant treatments post-restoration on ~64 acres	\$51,000	\$800 per acre, for 4 visits
	<b>\$890,560</b>	

**Other:**

No Other costs.

**Indirect:**

Indirect expenses are set at 6% of total project costs and are tracked in the overall PERM Project budget, and not detailed in each individual project's budget

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

This Contract is dated, made, and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

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 restoration work on Forrest Woods Nature Preserve in Paulding County, Ohio, as detailed in (i) “Forrest Tract 5 Restoration Design-Build Project Request for Proposals” dated June 7, 2024 (“RFP”) (Exhibit B) and (ii) the CONTRACTOR Proposal dated July 3, 2024 (“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 September 15, 2025, 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 September 15, 2025, 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, \$xxx,xxx 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 September 15, 2025. The entire \$xxx,xxx 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 – Forrest Tract 5 Restoration Design-Build Project at Forrest Woods Nature Preserve Request for Proposals dated June 7, 2024, which includes:

- map of location where restoration will be done

Exhibit C – CONTRACTOR Proposal dated July 3, 2024, 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 E

## Black Swamp Conservancy

### CONFLICT OF INTEREST DISCLOSURE FORM

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

#### TRANSACTION

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

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 <b>Conservancy “key employee”</b> or a <b>member of the Conservancy’s Board of Directors</b> as identified on the attached list?		
b. Are you now or have you been in the past 12 months a <b>Conservancy employee</b> (other than a key employee) or member of an <b>Advisory Council</b> ?		

c. Have you <b>contributed to the Conservancy</b> 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 <b>Family Member</b> 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 <b>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)</b> , individually or collectively with other such persons (including <b>Family Members</b> of such persons; see Section 1 (d) above for definition of Family Members), <b>own more than 35% of the stock or value of the organization</b> (directly or indirectly), or have the legal or <i>de facto</i> <b>power to exercise a controlling influence over the organization’s management or policies</b> , 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 <b>the Conservancy’s current Executive Team or Board of Directors</b> (see attached list) serve as: <ul style="list-style-type: none"> <li>• An officer, director, trustee, key employee, or partner; or</li> <li>• If the entity is a limited liability corporation, a members; or</li> <li>• If the entity is a professional corporation, a shareholder?</li> </ul>		

## 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 <b>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)</b> , or <b>Family Members</b> of any of these, individually or collectively, <b>have the ability to control management of the entity?</b> 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: \_\_\_\_\_

Exhibit F

NON-COLLUSION AFFIDAVIT

City of \_\_\_\_\_

County of \_\_\_\_\_

ss

State of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and

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

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

\_\_\_\_\_  
Affiant

Sworn and subscribed for me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Ohio

My Commission Expires:

\_\_\_\_\_, 20\_\_\_\_\_.

## Exhibit G – Vendor Questionnaire

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### 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: \_\_\_\_\_

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### Service Information

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

YES                      NO

If yes, please list.

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### 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)