



**ESKER POINT & PALMER COVE COASTAL RESILIENCE
PROJECT**

**Located in Town of Groton
CONNECTICUT**

REQUEST FOR PROPOSALS

June 8, 2026

Proposals must be received by 3:00 P.M. (EST) on July 22, 2026



THE NATURE CONSERVANCY

BIDDER INFORMATION

PROJECT NAME: Esker Point and Palmer Cove Coastal Resilience Project

PROPOSAL DUE: 3:00 P.M. (EST) on July 22, 2026

Proposals will be received by 3:00 P.M. on July 22, 2026, for the **Esker Point and Palmer Cove Coastal Resilience Project** managed by The Nature Conservancy in accordance with the specifications and information provide herein. Proposals should be submitted via email to awhelchel@tnc.org with “Esker Point and Palmer Cove Coastal Resilience Project Proposal” in the subject line of the email.

Proposals received after 3:00 P.M. (EST) on July 22, 2026, will not be accepted.

THE NATURE CONSERVANCY
265 Church Street, 16th FL, New Haven, CT 06510

REQUEST FOR PROPOSALS
ESKER POINT & PALMER COVE COASTAL RESILIENCE PROJECT

THE NATURE CONSERVANCY (“Conservancy” or “Customer”) seeks the services of a contractor or team of contractors to secure permitting, develop designs of select project components, and installation of all project components at the Esker Point Beach Park (900 Groton Long Point Road, Groton, Connecticut), which is owned by the Town of Groton and maintained by the Town of Groton Parks and Recreation Department. Center coordinates for the Project are approximately 41.3209322 (North), -71.998685 (West). Those receiving and responding to this Request for Proposal (RFP) are referred to as “Contractor”.

This RFP is being issued to design and implement the Esker Point and Palmer Cove Coastal Resilience Project that emerged from the Conservancy’s Community Resilience Building (CRB) Program (www.CommunityResilienceBuilding.org), which seeks to create networks of resilient and sustainable municipalities and communities with climate action plans in place and prioritized actions permitted, designed, and implemented. In Connecticut, our goals are to provide the CRB process to over 100 municipalities and academic institutions (currently at 60) to help advance prioritized actions that incorporate nature-based solutions into projects that increase resilience and sustainability in a community-based, equitable manner. The Esker Point and Palmer Cove Coastal Resilience Project in the Town of Groton (“Project”) is an exemplary example of the objectives and intended outcomes of the CRB Program.

Qualified Contractors should have a solid track record of securing permits and designing and installing comparable projects. The preferred Contractor or teams of Contractors will be one that has extensive experience and understanding of resilience and sustainability issues and engineering techniques/approaches as it pertains to designing and installing resilience-related projects in public parks/spaces located in coastal areas, ideally within the state of Connecticut. Contractors responding to the RFP shall complete the Contractor Questionnaire (Attachment A). The Contractor shall also furnish all necessary drawings, plans, permits, labor, facilities, materials, equipment, and incidentals to complete the Project’s Scope of Work (the “Scope of Work”) as described in Attachment B. An initial conceptual design for the Project is provided in Attachment C. A preferred Contract for Services is provided in Attachment D to be entered into between the Conservancy and the Contractor. Finally, Contractors must complete the Conflicts of Interest Disclosure Form (Attachment E).

As further described in the attached Scope of Work (Attachment B), this RFP is for a Cost Reimbursable, Design-Build Contract. 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. **THIS IS NOT AN ORDER.**

The Project is located on property that is owned by the Town of Groton (the “Landowner”) and is/will be managed and protected in perpetuity by the Groton Parks and Recreation Department. The Conservancy will manage the Project (in partnership with the Groton Parks and Recreation Department) on the Town’s property during the contract period.

The Nature Conservancy is a District of Columbia, USA, non-profit corporation with its principal place of business in Arlington, Virginia, USA. TNC has offices across the U.S. and in over 76 countries around the world. Since 1951, TNC has been working with communities, businesses, and individuals to protect more than 119 million acres around the world. Our mission is to conserve the lands and waters on which all life depends. Please see www.nature.org for more details on what we do and where we work.

1.0 INTRODUCTION, OVERVIEW, AND GENERAL ADMINISTRATIVE PROVISIONS

1.1 BIDDER INFORMATION

It is the intent of this “Request for Proposals” to establish a Contractor to supply the Conservancy (in partnership with the Town of Groton, Parks and Recreation Department) with permitting, design, and build/construction services. Prospective bidder must provide the recommended information listed in this RFP (see Section 2.0) within their respective Proposals but need not return the entire Request for Proposals.

1.2 BID SUBMISSION

The Proposal shall be submitted to the Conservancy by **3:00 P.M. (EST) on July 22, 2026**. Proposals received after that date and time will not be considered by the Conservancy. Proposals should be sent via email to awhelchel@tnc.org with “**Esker Point & Palmer Cover Coastal Resilience Project Proposal**” in the subject line of the email. Please provide sufficient information and pricing as requested in the specifications herein so as to allow the Conservancy (in partnership with the Town of Groton, Parks and Recreation Department) to fully evaluate the Proposal (see Section 2.0 for details). If the Conservancy has any confusion or difficulty in retrieving the required information from a Proposal, it may result in disqualification of said Proposal. The Conservancy assumes no liability for any email/internet service delays or connectivity issues.

1.3 WITHDRAWAL OF BIDS

No bidder may withdraw their bid for a period of 90 days after the actual date of the bid opening, during which time bids will be firm. Bids may be withdrawn by written authorization only and only if withdrawal request is received one (1) day or more prior to the bid opening. The proposed prices in the bid shall hold through each delivery date indicated.

Costs for the preparation of Proposals are to be borne entirely by the bidders. They shall not in any way be charged to the Conservancy or the Town of Groton. All submissions become the property of the Conservancy to use as required to meet the objectives of this bid. Proposals may be returned only at the option of the Conservancy and at the expense of the submitter. Successful and unsuccessful Contractors will be notified via email. The Conservancy shall not be obligated to detail any of the results of the evaluation.

1.4 CONSERVANCY’S PROCUREMENT PROCESS

Procurement activities will be conducted in a nondiscriminatory manner with fair treatment given to all Contractors. 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. **This is an evaluated bid and will be evaluated based on criteria stated within this document** (see Section 2.0). References are required within Proposals. At least three (3) references are requested from clients who can document the Contractor’s ability to provide comparable goods and/or services specified in this RFP. Each reference shall be from clients whom the Contractor has provided comparable goods and/or services within the past five (5) years and shall include the following information:

- a. Name of client organization (work with the Conservancy or Town of Groton being particularly relevant);
- b. Name, title, telephone number, and e-mail address, if available, point of contact for client organization; and
- c. Value, type, duration, and description of goods and/or services provided.

The Conservancy reserves the right to request additional references or utilize references not provided by the Contractor. Points of contact must be accessible and knowledgeable regarding Contractor’s performance.

If two (2) or more bidders submit identical bids and are equally qualified, the decision of the Conservancy to make award to one or more of such bidders shall be final.

The Contractor shall provide a complete list of all subcontractors that will work on the Contract for this Project, if known at the time of Proposal submission. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this Project.

1.5 RIGHT TO REJECT

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. The Conservancy shall not be required to award a Contract to any entity that responds to this RFP. Reasons for non-award of this contract may include, but are not limited to, the Conservancy's dissatisfaction with the submitted Proposals. The final award of the Project is conditional on Contractor executing a written Contract acceptable to the Conservancy (see Attachment D), in its sole and absolute discretion.

1.6 CONSERVANCY'S OBLIGATIONS

The Conservancy shall incur no obligation or liability whatsoever by reason of issuance of this RFP or action by anyone relative thereto.

1.7 CONTRACTOR QUALIFICATION

Each Contractor shall present evidence that they are normally engaged in the purveying of the type of service proposed. The Contractor shall make themselves familiar with the contents of the RFP before submitting a proposal. The Contractor automatically acknowledges and accepts all the provisions, conditions, and specification of this RFP. No proposal shall be considered from Contractors who are unable to show that they are normally engaged in the purveying of the type of materials/equipment or workmanship proposed. For any type of service, construction, or commodity, the Contractor certifies that their product or service meets all Local, State, and Federal regulations applicable to their product or service. The Contractor is responsible for complying with all ordinances, laws and regulations affecting their particular product or service and holds the Conservancy and the Town of Groton harmless for any claims for damages whether bodily, personal, or property due to the avoidance of any requirement of any governing body.

1.8 LIABILITY

The Contractor agrees to indemnify, defend, and to hold the Conservancy and its officers, directors, partners, employees and trustees harmless and immune against and from any and all claims, for injury or damages, proceedings, penalties and costs (whether initiated or sought by governmental authorities or private parties), including reasonable fees and out of pocket expenses of attorneys and expert witnesses, investigatory fees, and remediation costs, whether incurred in connection with any judicial (including appellate) or administrative process or otherwise, arising directly or indirectly arising from this RFP or work, services, improvements or implementation pursuant to any awarded Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures. The rights and obligations contemplated in this RFP shall survive the award of any Contract, the execution and delivery of said Contract, and the performance of obligations thereunder.

1.9 INDEPENDENT CAPACITY OF CONTRACTOR

The parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the Conservancy. Nothing herein or in a submitted Proposal shall be construed so as to create a partnership, joint venture, or other relationship between the parties.

1.10 CONTRACTUAL COMMITMENT OF PROPOSAL

The contents of submitted Proposals will be considered obligations of the successful Contractor. No information should be submitted that is not intended to be incorporated into the Proposal and any Contract that may result from such Proposal. If there is any inconsistency between the terms herein and any of the other Contract documents, the terms in the other Contract documents shall prevail.

1.11 CONSERVANCY INFORMATION

Any data, documentation or other business information furnished or disclosed to the Contractor shall be deemed the property of the Conservancy and must be returned to the Conservancy upon request. Contractors shall not use the names, logos, images or any data or results arising from the anticipated contract for advertising without the Conservancy's prior written consent.

1.12 DISCLOSURE STATEMENT

It is the policy of the Conservancy to identify actual, potential, or perceived conflicts of interest in business transactions. To assist the Conservancy in complying with this policy, it will be necessary that all individuals and/or organizations that will be involved in proposed transaction with the Conservancy complete and sign the attached Conflict Inquiry Form (Attachment E). This relates to people who will be working, directly or indirectly, to respond to this RFP, as well as may be doing the resultant work if the Contractor receives the contract. The Conservancy will evaluate all information based on its internal policies and procedures regarding conflict of interest. The Conservancy reserves the right to reject any and all proposals if the Conservancy, in its sole discretion, determines that there is a conflict of interest.

The information will be kept confidential and given out only on a "need to know" basis.

1.13 DRUG FREE WORKPLACE

The Contractor shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to 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.

2.0 PROPOSAL SUBMISSION AND EVALUATION

2.1 CONTRACTOR SUBMISSION REQUIREMENTS

Notice of Intent to Submit a Proposal

2.1.1 Contractors interested in submitting a proposal shall inform the Conservancy of their intent to do so via email (awhelchel@tnc.org) by **3:00 P.M. (EST) on June 22, 2026**. The email shall contain “**Esker Point & Palmer Cover Coastal Resilience Project Proposal**” in the subject line.

Questions Regarding the RFP

2.2.2 Questions from Contractors regarding this RFP can be submitted to the Conservancy via email (awhelchel@tnc.org) by **3:00 P.M. (EST) on June 26, 2026**. The Conservancy will address questions received and respond to all Contractors that submitted their intent to apply per section 2.1.1 above by **3:00 P.M. (EST) on July 3, 2026**. Contractors understand and agree that it has a duty to inquire about and clarify any RFP questions that the Contractor does not fully understand or believes may be interpreted in more than one way. The Conservancy, however, is not required to answer all questions that are not pertinent to the RFP or are considered proprietary information.

It is the policy of the Conservancy to avoid situations which (1) place it in a position where its judgment may be biased; (2) create an appearance of conflict of interest with respect to rendering an impartial, fair, technically sound, and objective decision prior to selection; or (3) give an unfair competitive advantage to competing Contractors. Therefore, to ensure an ethical RFP process, all inquiries or other communications regarding this RFP shall be exclusively directed to the Conservancy’s contact person listed in this RFP. Furthermore, Contractors will not be able to submit questions or otherwise communicate with the Conservancy after the date listed above. Contractors are hereby expressly instructed not to otherwise communicate with the Conservancy’s officers or employees regarding this RFP. This prohibition is also applicable to Contractors' affiliates, officers, employees, agents, consultants, and subcontractors.

Submission of Proposal:

2.1.3 Contractor will send its response to this RFP via email to the address in Section 1.2 Bid Submission.

Specific Proposal Requirements:

All of the following components must be included in the Proposal:

a. **Contractor Questionnaire** (Attachment A)

Statement of qualifications must include descriptions of at least three (3) projects completed by the Contractor that are similar in size and scope to the Project described in this RFP. Statement of qualifications must reference Contractor’s experience designing and constructing experience designing and constructing other projects that include impervious pavement installation, green stormwater infrastructure design and installation, native habitat/ecological enhancements, and/or park/recreational signage/way finding improvement projects in Connecticut or in a regionally and ecologically similar location(s).

b. **Approach.** Proposal and technical approach for completing all tasks described in the Scope of Work provided in Attachment B. Contractors may provide discussion and comment on alternative approaches to achieve the restoration objectives identified for the Project and propose alternative and/or complementary tasks to complete the Project more efficiently and economically.

c. **Delivery Schedule.** The schedule should include the following dates at a minimum:

1. Contract execution.

2. Conceptuals, 30%, 90%, and Final, design plan completion dates.
3. Anticipated receipt of all necessary and approved permits.
4. Construction start date.
5. Interim construction benchmarks of 50% and 75% completion dates.
6. Construction completion and inspection completion date.
7. Overall Project completion date.

All work must be completed by December 6, 2027. Contractor is responsible for ensuring that all actions necessary to meet this deadline are taken and met.

d. Budget

Payments will be made to the successful Contractor on a cost reimbursable basis up to an agreed upon not-to-exceed value for each task. Provide a detailed budget based on the Scope of Work (Attachment B) and broken out by each of the tasks listed below, as well as any other necessary tasks deemed appropriate. List all net pricing and include a budget narrative if deemed helpful to support the budget. All prices quoted shall include any and all shipping, handling, insurance, training, consulting, out of pocket expenses, and delivery charges. Submitted pricing must be guaranteed through December 6, 2027, or completion of the project.

1. Planning and Administration.
 - a. Conduct planning and administrative activities throughout project.
2. Construction Management and General Oversight.
 - (a) Permitting, Design, and Construction Management of all project components.
 - a. Construction management of all subcontractor.
 - b. Completion of conceptuals and interim (30%, 90%) and Final design plans.
 - c. Permitting coordination/completion (by prime and/or sub-contractor).
3. Construction.
 - a. Corrective Action.
 - b. Interim construction benchmarks of 50% and 75%.
 - c. Construction and inspection completion.
 - d. As-built plans and report.
 - e. Any additional costs (e.g., mobilization).

Note: The Conservancy and the Town of Groton do not have survey-grade topographic surveys or other technical surveys of the Project area including hydrologic site conditions or engineering plans. Any such surveys shall be the Contractor's responsibility and should be included within the Contractor's pricing structure. The Conservancy does not have estimated cut and fill calculations. Contractor shall be solely responsible for any additional costs incurred due to underestimating the amount of cut and/or fill required for the Project, if any. Any remaining fill not used for the Project's construction shall be removed from the site by the Contractor upon completion of Project.

e. Contract

Do you agree to use our attached contract (see Attachment D)? If not:

1. Review attached contract and express any concerns you have regarding the terms of the Agreement using the following conventions:

Modification Proposed - where Contractor is unable to accept the terms as stated but will accept a modification of the terms. Consultant must provide: (1) the reason for its inability to accept the term as stated and (2) modified language, which would be acceptable to the Contractor.

Not Agreed - where the term is completely unacceptable, and no modification is possible. Please state the reason such term is unacceptable.

2. Attach a draft copy of the contract with redlines as noted above in the Proposal for review. Where redlines are not provided, the Conservancy will assume terms are acceptable. Contractor recognizes that further negotiation of final Contract terms and conditions may take place based on the final agreed upon scope of work and budget.

- f. **Subcontracting.** The Conservancy requests that the selected Contractor oversee any and all necessary subcontractors for permitting, design, and/or construction work. Any subcontractors must be identified along with the defined work they will perform. The Conservancy will not refuse a Proposal based on the use of subcontractors, but it does retain the right to refuse the subcontractors selected. Fully describe your rationale for using subcontractors in Proposal. The Contractor shall remain solely responsible for all subcontracted work.
- g. **Conflict of Interest Disclosure Form** (Attachment E).

2.2 PROPOSAL EVALUATION/SELECTION PROCESS

Contractors shall provide written proposals, which present Contractor's qualifications and understanding of the work to be performed. Contractors are asked to address each evaluation criterion provided herein and to be specific in presenting their qualifications. The Conservancy's preferred qualification for the Contractor includes the successful completion of at least (3) projects that include design-build elements such as impervious pavement, green stormwater infrastructure, native habitat improvement, and/or park/recreational signage projects in Connecticut or in a regionally and ecologically similar location(s). The (3) projects should be of comparable size and scope to the current request, but in any event not less than \$500,000 in contract amount. Proposals should be as thorough and detailed as possible so that the Conservancy may properly evaluate Contractor's capabilities to provide the required goods/services. Selection of the successful Contractor will be based upon submission of proposals meeting the selection criteria provided herein. The Conservancy will evaluate Contractor's proposals in one internal review stage.

The Conservancy's evaluation process is based on a confidential method involving ratings and scores that will not be shared with the Contractors. In general, the Proposals will be evaluated based on the following evaluation criteria:

The minimum selection criteria will include the following:

- a. Qualifications of Contractor.
- b. Demonstrated ability to understand and perform the Project.
- c. Technical solutions for creating deliverable products.
- d. Quality of Proposal.

e. Evidence of sufficient insurance.

f. Costs.

Note: A Contract award is not finalized until both parties mutually accept and sign the Contract in writing. If neither the Conservancy nor the Contactor reaches a Contract agreement, the Conservancy reserves the right to rescind the award notification and either begin discussions with other ranked qualifying Contractor, restart the RFP process, or terminate the Project.

Successful and unsuccessful Contactors will be notified of the evaluation outcome in writing via email. The Conservancy shall not be obligated to provide specific details of any of the scores or results of the evaluation.

2.3. CERTIFICATE OF INSURANCE

The Contractor shall provide the Conservancy with a current Certificate of Insurance showing the types and limits of insurance in effect as of the Proposal submission date. If selected for Contract award, the Contactor will then be required to ensure the Conservancy and the Landowner be specifically named as an “additional insured” on all policies covering work under the Contract and 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 thirty (30) days. Satisfactory insurance requirements include commercial general liability for claims for damages because of bodily injury, including death, in the amount of Five Million Dollars (\$5,000,000) general aggregate and Two Million Dollars (\$2,000,000) per incident, Two Million Dollars (\$2,000,000) automobile liability (combined single limit), and One Million Dollars (\$1,000,000) workers compensation and employers’ liability per each accident. Umbrella Liability type of insurance of equivalent or larger amounts is acceptable and additive to the types and amounts mentioned above.

2.4 KEY RFP MILESTONES AND TIMELINE

The dates for each RFP requirement are as follows:

Event	Date	Time and Zone
Request for Proposals Released	June 8, 2026	
Interest Contractors Submit Notice of Intent to Apply	June 22, 2026	15:00 EST
Contractors Submit any Clarification Queries	June 26, 2026	15:00 EST
Customer’s Response to Contractor’s Queries	July 3, 2026	15:00 EST
Proposal Due Date (with signed Conflict Inquiry Form)	July 22, 2026	15:00 EST
Interview of shortlisted Contractors prior to Selection	July 27, 2026	TBD
Selection of Contractor	July 31, 2026	
Work Completion	December 6, 2027	

ATTACHMENTS

- A Contractor Questionnaire
- B Scope of Work
- C Initial Conceptual Designs
- D Standard Contract for Services
- E Conflict of Interest Disclosure Form

ATTACHMENT A: CONTRACTOR QUESTIONNAIRE

Please answer each of the following questions in the space provided. If additional space is required, please continue on a separate sheet, and attach it to this form.

General Information:

Company Name: _____
Company Address: _____
Contact Name: _____
Phone & Email: _____
Years in Business: _____

Contractor Information:

Please indicate if you have done business with TNC or the town of Groton (the Landowner) in the past and provide contact information below.

Statement of Qualifications:

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

Employee and Project Team Information

Number of Employees: _____

Please identify the key personnel who will be committed to this project, their roles, and their qualifications for this project. In addition, please provide a detailed organizational chart of the Contractor's proposed account team for TNC. The account structure should include, but may not be limited to, an account representative, an inside support person, and a customer service representative. Provide their names, title, location, telephone number and email.

Service Information

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

YES NO

If yes, please list.

Safety Information

Does your company have a written safety plan, including one that addresses COVID-19?

YES NO

If yes, please include the plan with your proposal.

Legal

If your firm is bonded, please indicate type:

Performance Bond YES NO

Labor & Material Payment Bond YES NO

Are there any judgments, suits or claims pending against your firm? If yes, please explain:

YES NO

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

References

Please provide up to three references with contact name and phone number. Projects for the references included should be of similar size and scope to the current request.

ATTACHMENT B: SCOPE OF WORK

B.1 PROJECT BACKGROUND

Project Background:

The Conservancy's Community Resilience Building (CRB) Program (www.CommunityResilienceBuilding.org), seeks to create networks of resilient and sustainable municipalities and communities with climate action plans in place and prioritized actions permitted, designed, and implemented. In Connecticut, our goals are to provide the CRB process to over 100 municipalities and academic institutions (currently at 60) to help advance prioritized actions that incorporate nature-based solutions into projects that increase resilience and sustainability in a community-based, equitable manner. The Esker Point and Palmer Cove Coastal Resilience Project was identified as a priority project during individual CRBs and the Southeastern Connecticut Regional Framework for Coastal Resilience (nine municipality regional collaborative) largely due to potential of the Project to help serve as a catalytic example for other municipalities around Long Island Sound looking to manage storm surge and sea level rise implications prominent in coastal Connecticut and along the East and Mid-Atlantic coastal areas of the United States.

This Project will serve as a novel demonstration site to educate the public, academic community, municipal/regional planning/development departments, and elected officials on net-positive coastal responses that balance risk reduction, enhanced public amenities, and improved ecological integrity and function (i.e. resilient triple bottom line) in a highly desirable, coastal public park. The resulting outcomes, once installed, will help to better manage coastal erosion/storm surge, increase the quantity and quality of habitat, and maximize stormwater runoff infiltration and water quality improvements in the adjoining tidal embayment of Long Island Sound.

Project Site Background:

Groton is a coastal town located on the Long Island Sound in southeastern Connecticut. It has a population of approximately 39,000 people and a land area of approximately 31.8 square miles. Groton is bounded on the west side by the Thames River and the City of New London, on the north side by the Town of Ledyard, and on the east side by the Mystic River and Town of Stonington. Groton is located both on I-95 and Amtrak's northeastern corridor and is the economic engine of southeastern CT. It has several political subdivisions, including the City of Groton, Groton Long Point, and Noank and shares the historic village of Mystic with Stonington. Groton's neighborhoods are diverse and include federal housing for Navy personnel, subsidized housing, age-restricted housing, single family home subdivisions, and multi-family apartments. It also has significant coastal and riparian habitats and forests in addition to its developed areas.

Esker Point and Palmer Cove Coastal Resilience Project will be conducted at Esker Point Beach Park which is a coastal, municipally managed, public park located in the Town of Groton, Connecticut. The project site is a low-lying coastal park resource that is currently highly susceptible to the impacts of storm surge (i.e. Superstorm Sandy, Irene), intense precipitation events, and longer-term sea level rise issues. The majority of the Park is dominated by two relatively large parking lots along with a picnic area, boat launch (with signage), and nature trail (with signage) adjoining Palmer Cove. The parking lot closest to Palmer Cove (Lower Parking Lot) is subjected to periodic flooding due to high tides and storm surge from Palmer Cove up onto this parking lot. Parking Lot A (adjoining Palmer Cove) is also subjected to large amounts of stormwater runoff from the abutting, upslope, and larger parking lot that begins along Groton Long Point Road (Upper Parking Lot). Currently, there is a small curbed grassy swale that largely separates Lower Parking Lot from Upper Parking Lot except for a two-car wide entrance way on the southside and a larger opening on the north side of the curbed grassy swale. The large opening on the north side and the immediately adjoining natural or unpaved areas are often flooded due to stormwater runoff during routine precipitation events and remain wet for days to weeks afterward.

B.2 GENERAL PROJECT INFORMATION

Project Type	Coastal Resources and Public Park Enhancement
Project Name	Esker Point and Palmer Cove Coastal Resilience Project
Landowner	Town of Groton, Connecticut
Project Manager	The Nature Conservancy Adam Whelchel, Ph.D. (Director of Science)
Locality	New Haven, Connecticut

B.3 ASSIGNMENT SCOPE OF WORK

The Contractor shall respond to the Scope of Work outlined herein (reference Section 2.1.1). The Contractor may deviate from this scope; however, they should clearly note and explain the reasons for the deviation. The final Scope of Work may be adjusted based on the selected Contractor's Proposal. Qualified Contractors should have a solid track record of securing permits, designing, and installing similar projects, ideally within the coastal areas of the state of Connecticut. The preferred Contractors will be one that has extensive experience and understanding of permitting, resilience and sustainability issues, and engineering techniques/approaches as they pertain to designing and installing resilience-related projects in public parks/spaces located in coastal areas.

Project Purpose:

The purpose of this coastal resilience Project is to enhance Esker Point Beach Park **primarily** through the installation of water quality and flood control measures including the installation of pervious materials (i.e., pervious pavers or equivalent) on the project site's Lower Parking Lot (closest to Palmer Cove; western portion of larger parking lot complex for the Park) and the design and installation of stormwater management filtration system (i.e., bioswale or other comparable green stormwater infrastructure (GSI)) to manage stormwater runoff from the second Upper Parking Lot situated in the eastern half of the site. The stormwater management filtration system should focus on utilizing the existing depression between the two parking lots as well as incorporating an adjoining area along the northern edge of the upper parking lot closest to the existing depression, which is subjected to routine and ongoing inundation. A **secondary** activity will be to enhance the recreational value of the Park for residents and visitors by installing directional and educational signage, restoring native habitat, and improving the existing walking path and access system at the Park. These **primary** (pervious pavers and GSI design and installation) and **secondary** activities (signage, habitat restoration, pathways design and installation) will help enhance a critical natural resource and the water quality in Palmer Cove, and beyond. Refer to the Initial Conceptual Designs (Attachment C).

Project Objectives:

- To help fulfill the Conservancy's Community Resilience Building Program's principal objective of helping to create a network of resilient and sustainable municipalities and communities in Connecticut with climate action plans in place and priority nature-based solutions designed, permitted, and installed so as to increase the resilience of that community moving forward.
- Complete the Esker Point and Palmer Cove Coastal Resilience Project so it can serve as an exemplary example of the objectives and intended outcomes of the Conservancy's Community Resilience Building Program and help support the Southeastern Connecticut Regional Framework for Coastal Resilience.
- Remove the current surface of the Project site's Lower Parking Lot (closest to Palmer Cove; western portion of larger parking lot complex for the Park) and replace it with the installation of pervious materials (i.e., pervious pavers or equivalent).

- Design and install stormwater management filtration system to manage runoff from the second Upper Parking Lot situated in the eastern half of the Park’s parking lot complex. The new stormwater management system will incorporate the existing depression between the two parking lots and suitable adjoining areas along the northern edge of the Upper Parking Lot closest to the existing depression, which is subjected to routine and ongoing flooding.
- Enhance the recreational value of the Park by improving the educational signage and wayfinding aspects along the western edge of the Park adjoining Palmer Cover. In addition, complete modest repairs and improvements to existing walking paths and access points currently in the Park.
- Conduct habitat restoration via the planting and installation of native plants and shrubs in (3) locations within the western edge of the Park adjoining Palmer Cove.

Project Scope:

The Contractor will be responsible for the following construction activities and deliverables of the completed Project. The Initial Conceptual Design (Attachment C) provides the description and location of construction activities, which are subject to redesign based on the Contractor’s assessment of the site needs and constraints. The Contractor hired through this RFP will lead the development and completion of the following **primary** and **secondary** construction activities and deliverables in coordination, and communications with the Conservancy and the Town of Groton, Parks and Recreation Department.

Primary Construction Activities

1. Esker Point Lower Parking Lot Construction

- a. Remove existing asphalt (approximately 28,000 sq. ft.) from Lower Parking Lot closest to Palmer Cove (western side of project area) and replace with permeable/pervious pavers.
 - i. See Initial Conceptual Design (Attachment C – Sheet 03) – “Long-Term Ecological Design Proposal Legend” - NO. 15 – “Remove existing concrete pad and replace with pervious pavers to increase the size of park, increase water infiltration, introduce additional planting strategies”.
 - ii. See Initial Conceptual Design (Attachment C – Sheet 03) – “Long-Term Ecological Design Proposal Legend” – NO. 47 – “Permeable pavers with or without grass coming out”.
- b. Install planted vegetation in designated zones within Lower Parking Lot closest to Palmer Cove.
 - i. See Initial Conceptual Design (Attachment C – Sheet 03) – “Long-Term Ecological Design Proposal Legend” – NO. 14 – “Designated Zone for planted vegetation in parking area”.

2. Stormwater Management Filtration System Construction (between Lower & Upper Parking Lot)

- a. Install Stormwater Management Filtration System (bioswale or other comparable green stormwater infrastructure) based on site needs and constraints in depression between Lower and Upper Parking Lots and along northwest edge of Upper Parking Lot. This should incorporate the use of an adjoining area along the northern edge of the Upper Parking Lot closest to the existing depression.
 - i. See Initial Conceptual Design (Attachment C – Sheet 03) – “Long-Term Ecological Design Proposal Legend” – NO. 16 – “New parking lot bioswale”.
 - ii. See Initial Conceptual Design (Attachment C – Sheet 03) – “Long-Term Ecological Design Proposal Legend” – NO. 19 – “New landscaping in bioswale to increase function and aesthetics”.
 - iii. See Initial Conceptual Design (Attachment C – Sheet 03) – “Long-Term Ecological Design Proposal Legend” – NO. 20 – “Drainage gate linked underground to adjacent bioswale”.

Secondary Construction Activities

3. Improve Walking Paths and Install Directional and Educational Signage.

- a. Contractor shall install signage in at least three (3) locations including on the path from Esker Point Beach along Groton Long Point Road, at the kayak/boat launch, and near the stormwater management system infrastructure. Final locations will be agreed to by the Conservancy and Groton Parks and Recreation Department before installation. The Contractor shall provide signage that is waterproof and tamper resistant.

4. Restore Native Habitat through Vegetative Plantings.

- a. See Initial Conceptual Design (Attachment C – Sheet 03)– “Long-Term Ecological Design Proposal Legend” – NO. 6 – “New restored maritime shrubland community or other no/low maintenance planting strategies”.
- b. Final locations and planting scheme in (3) locations will be agreed to by the Conservancy and Groton Parks and Recreation Department before installation.

Description of Deliverables:

1(a) Pre-project Permits and Planning Design Coordination

Deliverable: Documentation of any federal, state, and local permits needed and approved.

Deliverable: Conceptuals, Interim (30%, 90%) and Final asphalt removal and permeable/porous paver installation design plan(s).

Deliverable: Conceptual, Interim (30%, 90%) and Final Stormwater Management Filtration Infrastructure design plan(s).

Deliverable: Conceptual and Final signage designs.

Deliverable: Conceptual and Final habitat restoration plan.

Deliverable: Final design plans and construction documents for all construction elements.

1(b) Project Management and Construction Oversight

Deliverable: Documentation of project team meetings.

Deliverable: Documentation of construction oversight activities.

Deliverable: Documentation project progress and milestones achievements.

1(c) Project Construction

Deliverable: Report documenting construction progress (50%, 75%, Final) including as-built maps for all Construction Elements.

Project Schedule/Timing of Key Project/Construction Activities

Include a project schedule for completing the Scope of Work, based on the anticipated start date of August 2026, through to the completion of construction and the Project (December 6, 2027) or before. Identify phases of the work, key milestones, and decision points. Please provide comments on the Contractor’s ability to complete the work within the Conservancy’s desired timeline and schedule. Key phases to call out include Permitting and Design and Construction.

a. Permitting and Design (including engineering)

Approval of all necessary Permits (Local, State, Federal).

Designs, reviewed and approved by the Conservancy (30%, 90%, Final), should be completed by so that construction activities - parking lot and stormwater management system infrastructure – may commence well within a construction window not impeded by early spring or late fall and winter inclement weather as well as outside the highest use period for the Park and parking lots (June till early-August).

b. Construction

Construction progress (50%, 75%, Final (as-builts)).

All construction activities (primary and secondary) must be completed by December 6, 2027, if not before.

If the Project demands further seasonal or time-bound considerations, please elaborate on the needs in your proposal.

Cost Proposal

The cost proposal should be itemized by the Tasks listed below and further for labor and materials. Proposals should be structured to accommodate the following constraints:

- The Conservancy's funding is disbursed on a reimbursement basis through December 6, 2027, to include the following professional services as references in **2.1.1 d. Budget** above.
 - Planning and Administration.
 - Conduct planning and administrative activities throughout project.
 - Construction Management and General Oversight.
 - Permitting, Design, and Installation of project components.
 - Construction management of all subcontractors.
 - Completion of conceptualls and interim (30%, 90%) and Final design plans
 - Permitting coordination/completion (by prime and/or sub-contractor).
 - Construction.
 - Corrective Action.
 - Interim construction benchmarks of 50% and 75%.
 - Construction and inspection completion.
 - As-built plans and report.
 - Any additional costs (e.g., mobilization).

Additional Considerations for Proposals

Site Access and Staging:

Access for construction activities must be coordinated with the Conservancy and Groton Parks and Recreation Department. Primary access will be from Groton Long Point Road at the entrance to the primary parking lot for the Esker Point Beach Park. The entrance to the primary parking lot to the north of Groton Long Point Road (900 Groton Long Point Road, Groton, Connecticut). Construction staging opportunities exist within the Project area in close proximity to the proposed construction activities with final determination made during the design phase and coordinated with the Conservancy and Groton Parks and Recreation Department so as to minimize disruption to ongoing activities and requirements of visitors to the Esker Point Beach Park.

Customer Tasks:

The Conservancy shall work with Contractor to secure access to the property in accord with the Groton Parks and Recreation Department for the activities specified within this Scope of Work. The Conservancy shall coordinate

with the Contractor regarding approval of task deliverables. The Conservancy shall be onsite as needed during site activities.

Contractors Tasks:

Development of Preliminary Design Plans and Cost Opinions: The Contractor shall design the Project by utilizing (and adapting as needed based on site conditions and cost considerations) the existing Initial Conceptual design for the Project area (Ecopolitan Design – March 1, 2019) (Attachment C). The Contractor shall adapt the Initial Conceptual Design, as needed, based on site conditions, cost considerations, and decisions arrived at in consultation with the Conservancy. In addition to a pre-design kickoff meeting, the Contractor shall at a minimum submit a conceptual (based on the existing conceptual design), 30%, and 90% design set in order to solicit feedback from the Conservancy and the Groton Parks and Recreation Department prior to beginning construction of any identified construction activities. The Contractor should anticipate input from the Conservancy throughout the design process and incorporate feedback accordingly. Thirty percent design plans shall define the major elements of the project to align both the Contractor's and the Conservancy and Groton Parks and Recreation Department vision for the Project area, including a general site plan. At the 90% design stage, all expectations and objectives of the Project shall be finalized, and design drawings should be advanced to a point of constructability. Early and frequent communication between the Contractor and the Conservancy will be required. The Contractor will be responsible for scheduling and coordinating regular Project meetings, unless otherwise agreed upon.

Development of Construction Documents: The Contractor will provide the Conservancy and Groton Parks and Recreation Department with preliminary plans (30% complete) and final draft design plans (90% complete) to review and provide design comments, which shall be incorporated by the Contractor to develop the final design plans stamped by a professional engineer. The final design plans shall be sufficient to support all required permitting and implementation of design activities. The final design plans must also contain all construction plans and specifications necessary for all construction firm(s) involved in the Project (i.e., Contractor and any and all subcontractors). The Conservancy must approve all design components before any implementation activities can go forward. The Contractor shall deliver the final design plans (100%) on signed and sealed electronic CDs to the Conservancy.

The Final Design Plans will include the following (and any others deemed necessary):

- Technical specifications
- General notes and construction sequence and schedule
- Narrative description of proposed restoration activities
- Existing conditions data
- Grading plans
- Typical sections for the green stormwater infrastructure, if applicable
- Planting plans, details, and proposed vegetation species lists
- Erosion and sedimentation control measures
- Soil management plan
- Ingress/egress routes

Acquisition of Permits: The Contractor shall be responsible for acquiring all required federal, state, and local permits and authorization in the name of the Contractor, needed to implement the final design. This task includes filling out and signing all necessary permit applications, providing all necessary information (plans, contact info, etc.) to acquire the permits, paying all fees required to acquire the necessary permits, coordinating, and attending any necessary site visits or other meetings required to secure permits or authorizations, and addressing agreed upon comments resulting from the permitting agencies' review. Contractor shall be responsible for all aspects of obtaining required permits.

The Contractor shall be responsible for complying with all conditions of all federal, state, and local permits and requirements for the duration of the project and the contract. Any ramifications (fines, fees, delay in work, etc.) related to the violation of the requirements of the permits shall be the responsibility of the Contractor. The Contractor shall inform the Conservancy immediately of any permit issues/violations that occur on the site.

The Contractor shall notify the Conservancy of any permit conditions and/or restrictions imposed or recommended by the permitting agencies during the permitting process. The Contractor shall not proceed with discussions with

the permitting agencies regarding permit conditions and/or restrictions until the Conservancy and the Contractor have agreed on a response to the agencies.

The Contractor shall submit applications for all required permits to complete the implementation of the design to the appropriate agencies following the Conservancy and Groton Parks and Recreation Department approval of the final design. The Contractor shall submit copies of all permit documents to TNC following issuance of permits/authorizations.

Construction: The Contractor shall be responsible for the implementation of the Project in accordance with the final design plans, including managing and overseeing all implementation activities, and all subcontractors. The Contractor shall be responsible for the quality and completion of the Project and the work of all subcontractors and for adhering to applicable regulations, permits, plans, and specifications.

The Contractor shall notify the Conservancy at least 5 calendar days prior to any mobilization to the site. The Contractor shall provide an estimated schedule for the number of days required to complete each task. The Contractor shall also provide an estimated demobilization date for construction and notify the Conservancy within 5 calendar days prior to the anticipated demobilization date.

The Contractor shall be responsible for ensuring all components of the design (including all grading, seeding, stabilization, erosion and sediment control measures, invasive species management, planting, and construction tasks) are implemented according to the final design plans and specifications. The Contractor shall be responsible for the activities of any and all subcontractors hired by the Contractor to complete the implementation of the design plan. During the field activities, the Contractor shall use best professional judgment to implement necessary changes to the approved design or technical specifications if site conditions warrant such a change. However, the Contractor shall notify the Conservancy as soon as possible to discuss this change. The failure to respond by the Conservancy shall not be construed as a waiver of the Conservancy's right to reject the changes or approval of a change order. All changes shall be submitted and approved in writing.

The Contractor shall be responsible for all usual and customary coordination to locate and protect utilities present within the project corridor. The Contractor shall be responsible for conducting construction activities in a manner that does not damage utilities, other structures, roads, or trails, and shall repair or pay for repair of any damages to utilities, other structures, roads, or trails occasioned by such activities. All existing trees that will remain on site after the Project is completed should be protected with fencing out to the dripline during the Project.

Finished grades must not deviate by more than +/-0.1 feet from elevations shown on final design plan. The Contractor, with the Conservancy's approval, may determine that elevations need to be adjusted to ensure proper conditions. The Contractor shall then re-grade these areas to meet the appropriate elevations. If finished grades deviate more than +/-0.1 feet from the plan elevations and the Contractor and construction firm, with the Conservancy's approval, determine that the deviation does not compromise site stability or function, additional grading or refilling shall not be required. The Contractor and subcontractors shall construct and install all design elements in accordance with the final design plans and specifications. The Contractor shall be responsible for the off-site transport and disposal of all unused construction materials (e.g., rock, asphalt, fill, tree trunks and branches, etc.) from the site upon completion of Project.

The Contractor shall provide weekly updates (either written reports or conversations) to the Conservancy on the implementation of the design during the construction activities. These updates may include discussions of where activities are in the phasing of the Project, what components have been completed, photographs of project progress, description of changes to the approved design or technical specifications, description of site visits conducted by permit-issuing agencies or discussions with permitting agencies regarding project elements, and the status and projection of completion times for components that are currently being implemented. As part of the updates, the Contractor shall summarize the site activities completed during that week and the anticipated activities for the coming week.

In addition to weekly reporting, the Contractor shall submit reports at 50% and 75% completion of construction.

The reports shall include adequate data to show that all Project components have been constructed and installed according to the final design plans and construction documents, or are within acceptable tolerances, and any changes or deviations from these documents have been approved by the Conservancy. These construction reports shall be submitted within 10 days after 50% or 75% completion of construction.

Meetings shall be conducted on the site at pre-construction, 50% completion, and 100% completion with the Conservancy and the Contractor 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. The Contractor shall prepare punch lists for the meetings as needed. Punch lists will be provided to the Conservancy for review and final approval. Adjustments necessary due to poor workmanship or conflict with the approved plans and specifications shall be performed at no additional cost to the Conservancy.

Development of As-Built Report: The Contractor shall be responsible for the delivery of an as-built report for Project's construction activities. The as-built report shall include adequate data to show that all components have been constructed, installed, managed, and/or planted according to final design plans. The as-built report shall also be used for comparison during future success monitoring.

The Contractor shall conduct pre-construction, construction, and post-construction photo monitoring to document the existing conditions, the progress of the construction, and the final site conditions. If required by any permits, the contractor will establish photo stations to be used for the as-built survey and future monitoring, and the GPS coordinates of their locations shall be recorded.

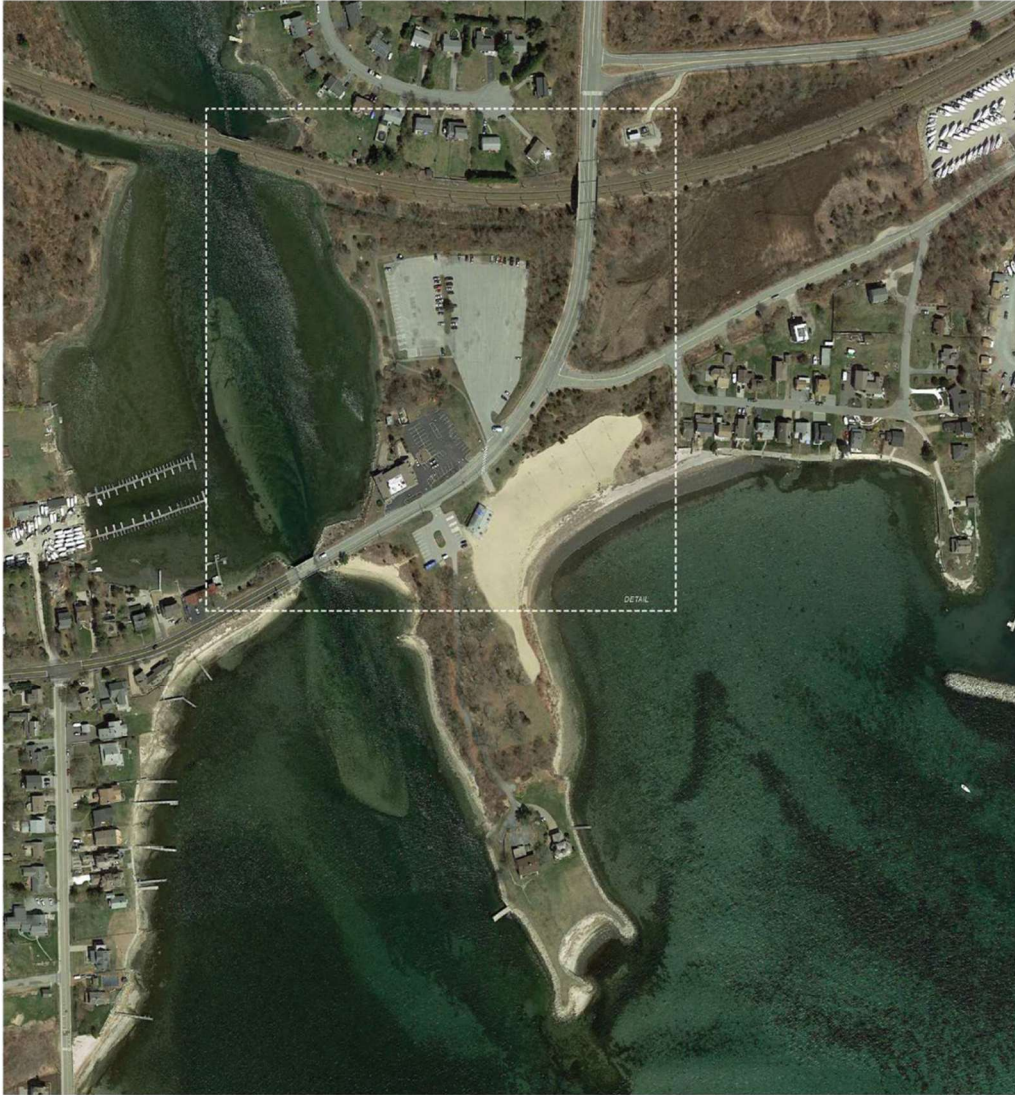
The as-built survey shall be certified by a licensed land surveyor or a licensed professional engineer. The survey shall include the following:

1. Plan view of all construction elements (i.e., primary and secondary).
2. Photographs (dated and labeled, including directional orientation) taken and from any photo stations to document pre-construction, construction, and post-construction phases of the project for all restored areas.
3. Detailed information on Lower Parking Lot improvements and installation.
4. Detailed information on the green stormwater infrastructure improvements and installation. Show comparison to design profiles and discuss comparison.
5. Detailed information in improvement to trails and access points as well as location of signage installation.
6. Planting area details including species planted, total planting density, and quantity planted by species within each planting area will be provided.
7. A brief narrative/discussion of the comparison and/or discrepancies from the design or from unstable conditions, in general.

The Contractor shall submit the draft as-built report for construction within 30 calendar days of 100% completion of construction activities. The Conservancy shall review the draft as-built report and provide comments to the Contractor. Based upon comments and agreed-to-items resulting from the Conservancy's review, the Contractor shall refine the draft as-built report for final submission. The Conservancy and the Contractor shall give written approval of all agreed-to-items that shall be incorporated into the draft as-built report for the final report. The Contractor shall deliver the as-built report in both hardcopy (2 sets) and electronic (pdf, CDs, GIS, and CAD) version.

Corrective Action: Contractor shall provide a warranty against defective design, materials, or workmanship for a period of at least two (2) years from the date of project completion, or for such longer time period as may be prescribed by law or by the terms of any applicable contract, special guarantee, or warranty. If any corrective actions are identified within the warranty period that are not attributable to defective design, materials, or workmanship, the Conservancy and Contractor will work together to develop a corrective action plan to be carried out by the Contractor.

ATTACHMENT C: INITIAL CONCEPTUAL DESIGNS



Palmer Cove
Groton Connecticut

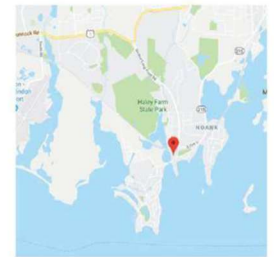
Coastal Resilience Planning


March 01, 2019

Sheet 01 Site Plan
Sheet 02 Site Analysis & Existing
Conditions Study
Sheet 03 Conceptual Design
Sheet 04 Perspective, Soils & Section

ecopolitan
design

The Nature
Conservancy 

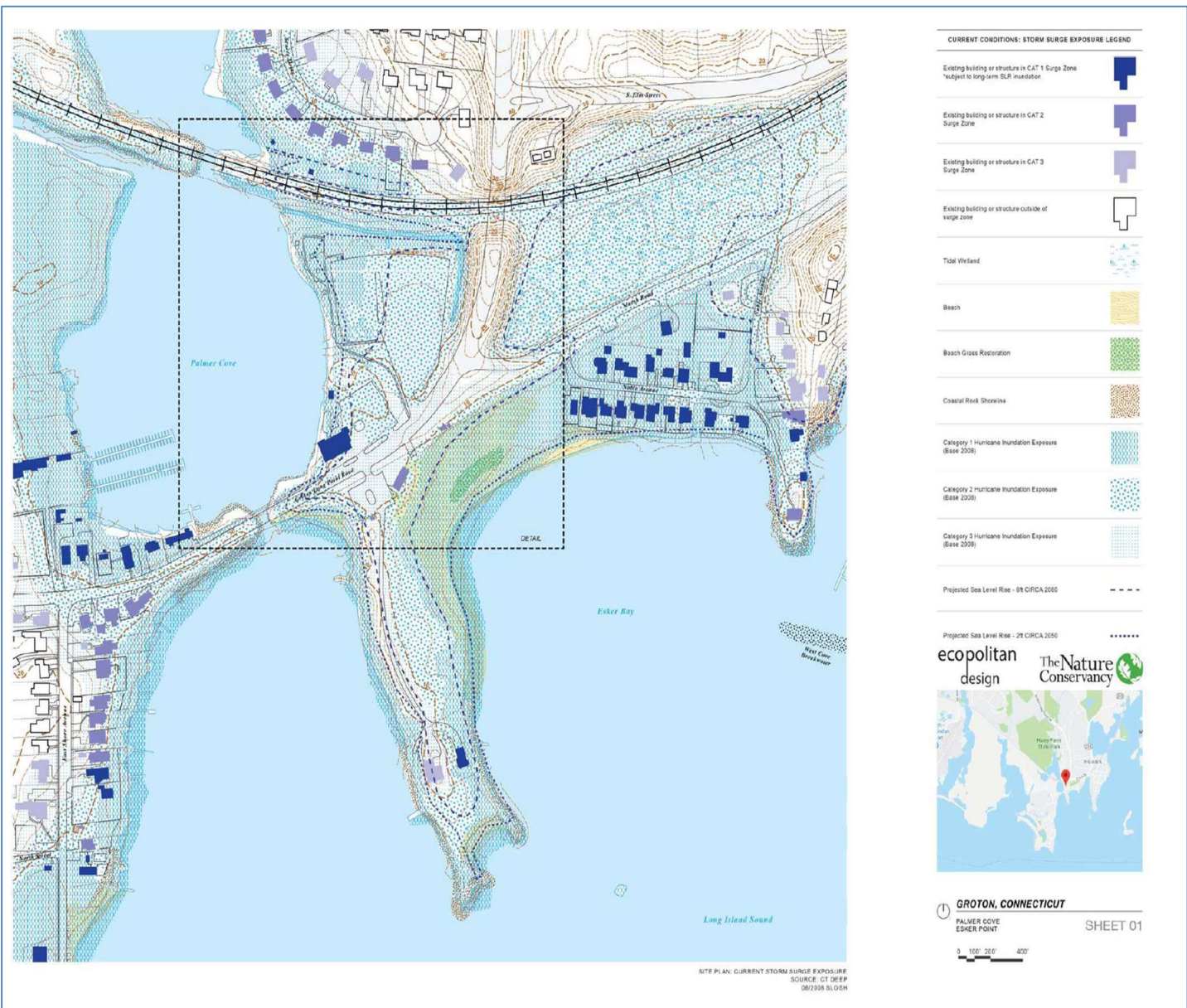


 GROTON, CONNECTICUT

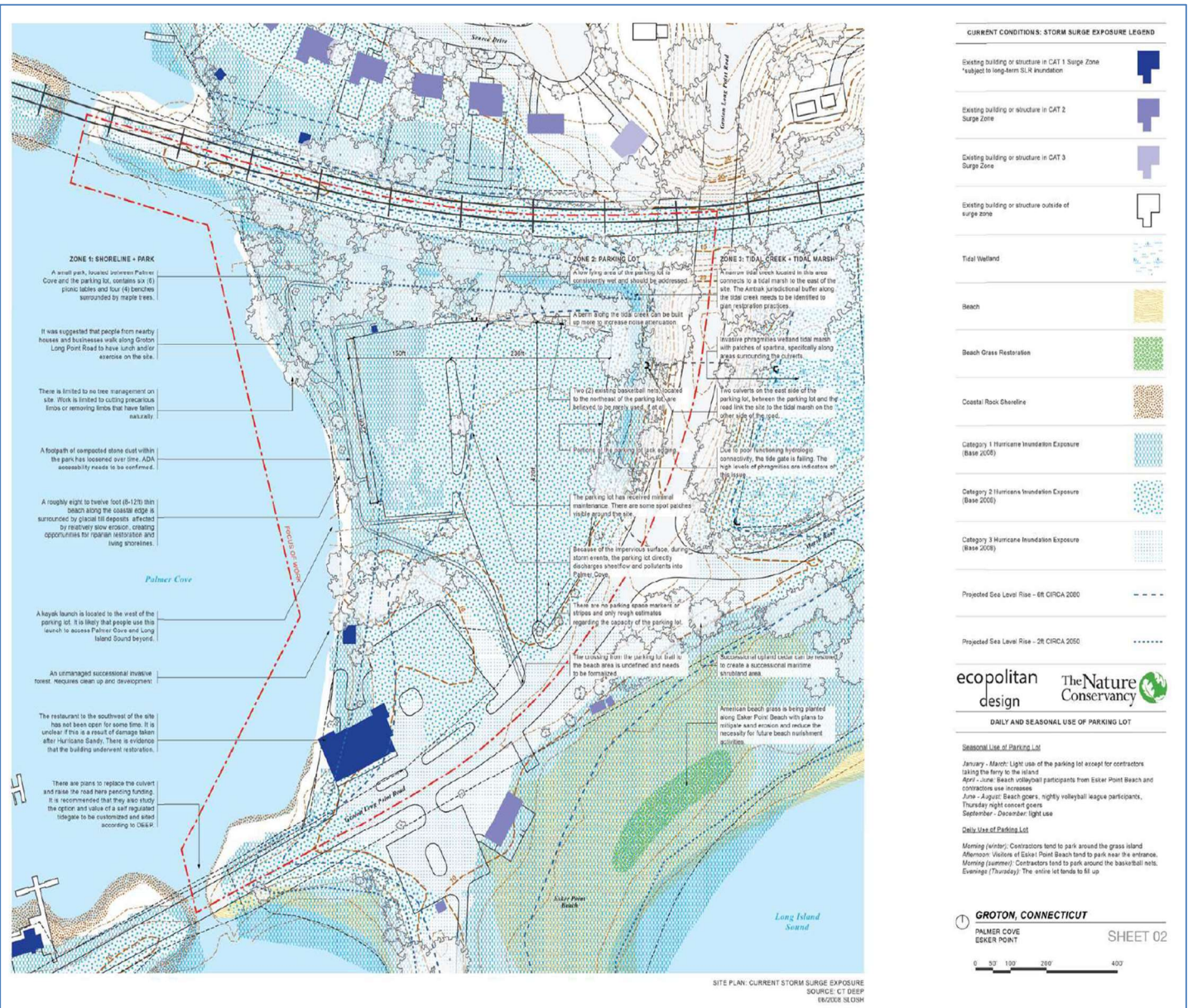
PALMER COVE
ESKER POINT

0 100 200 400'

SITE PLAN: CURRENT STORM SURGE EXPOSURE
SOURCE: CT DEEP
08/2008 SLOSH



Sheet 01 – Site Plan



Sheet 02 – Analysis Plan and Existing Conditions



LONG-TERM ECOLOGICAL DESIGN PROPOSAL LEGEND

NO.	DESCRIPTION
01	Existing tide creek inlet
02	New constructed living shoreline with embedded marsh migration. Designed Experiment and experimental study
03	Existing tree to remain
04	Bioengineered riparian edge and restoration
05	Arrange existing benches and tables to take advantage of new park and plantings
06	New restored maritime shrubland community or other native maintenance planting strategies
07	Introduce specimen trees and more geometric planting strategies along north of site to define and expand park boundaries
08	New specimen trees
09	Consider opportunities for access/privacy around clubhouse amenity
10	Designated zone for tallies and planted vegetation in parking area
11	Existing trail updated to current ADA accessibility standards
12	Existing tide creek breach point
13	Narrow wooden pedestrian footbridge to connect parking area to park
14	Designated zone for planted vegetation in parking area
15	Remove existing concrete pad and replace with permeable pavers to increase the size of the park, increase water infiltration, introduce additional planting strategies
16	New parking lot bioswale. Final sizing and feasibility to be determined by further analysis. (See below for preliminary estimates)
17	New pedestrian trail
18	Limit vehicular access of parking area to specific Groton events when a higher parking capacity is needed
19	New landscaping in bioswale to increase function and aesthetics
20	Drainage grate linked underground to adjacent bioswale
21	New furnished picnic and kayak launch site
22	Existing accessible parking spaces to remain
23	Movable bollards to prevent vehicular access. Controlled by Groton
24	New bicycle racks
25	New bench seating area
26	Lift and re-orient existing low-lying area poles to standing water
27	New painted key for half court basketball area
28	Move existing basketball hoops to this area
29	Replace existing tide gate with new smart tide gate
30	New plantings along parking lot edge
31	Existing parking lot with new painted parking lines for efficiency
32	New planted parking lot island
33	Flexible parking spaces available when bollards are active
34	New trail and planted parking lot island
35	New painted parking lot island
36	Partial restoration of maritime shrubland community and targeted removal of existing plants and mulches
37	Existing rocky coastal edge
38	New wooden footbridge connecting to new vehicular bridge
39	New scenic overlook connected to new vehicular bridge
40	New vehicular bridge with smart tide gate below
41	Three picnic tables built to connect to future trail network
42	New pedestrian sidewalk to connect to existing sidewalk
43	Clean creek bank and remove invasives
44	New forested wetland community and alley of red maple
45	New trail steps
46	Direction of stormwater flow
47	Permeable pavers with or without grass coming out

*We calculated the drainage area of the parking lot to be roughly 400'X300' or 120,000 SF or 4.6 acres. Multiplying this to the runoff coefficient for impervious surfaces of 0.5, provides the total area of runoff that needs to be treated for the typical drainage area from a water quality 1.38 acre feet and water quantity 0.3 acre feet perspective. Based on EPA recommendations, an appropriate bioretention area can be calculated by multiplying the total of treatment by a coefficient of 0.7. If designed as a bioretention garden sized to 10" x 500' (or 35,000 SF) we anticipate roughly 0.38 acre feet of water quality and the same quantity treatment, capturing 1" of water, 1" of soil (20% porosity), and 1" drainage medium (40% porosity). This will mostly capture runoff and water volume is less or a lower since the drainage discharges into the Cove.

ecopolitan design

The Nature Conservancy

GROTON, CONNECTICUT

PALMER COVE
ESLER POINT

SHEET 03

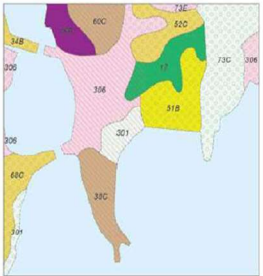
SITE PLAN LONG TERM ECOLOGICAL DESIGN PROPOSAL
THE NATURE CONSERVANCY
ECOPOLITAN DESIGN

Sheet 03 – Initial Conceptual Design



SITE PERSPECTIVE: LONG TERM ECOLOGICAL DESIGN PROPOSAL
THE NATURE CONSERVANCY
ECOPOLITAN DESIGN

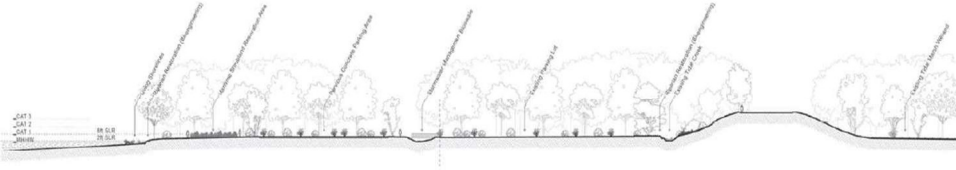
QUATERNARY GEOLOGIC AND SOILS MAP



NO.	DESCRIPTION	STRM DET	STRM INF
17	Shallow Organic - Inland	Least	Least
34B	---	---	---
38C	Glacioluvial	Least	Least
308	Melt-out Till	Somewhat	Least
318	Melt-out Till	Somewhat	Least
32C	Melt-out Till	Somewhat	Least
60C	Melt-out Till	Least	Least
68C	---	---	---
73C	Melt-out Till - Moderate to bedrock	Somewhat	Least
73E	Melt-out Till - Moderate to bedrock	Least	Least
301	Urban Influenced	Not Rated	Not Rated
308	Urban Influenced	Not Rated	Not Rated

Glacial Ice-lac Deposits: This fill deposits into Wisconsin, Illinois

Glacial Meltwater Deposits: Unconsolidated meltwater deposits into Wisconsin



SITE SECTION: LONG TERM ECOLOGICAL DESIGN PROPOSAL
THE NATURE CONSERVANCY
ECOPOLITAN DESIGN

ecopolitan
design



GROTON, CONNECTICUT
PALMER COVE
ESKER POINT
SHEET 04
0 50' 100' 200' 400'

ATTACHMENT D: COPY OF TNC STANDARD CONTRACT



Contract Number:		
Accounting Information –		
Project Name:		
Project-Award-Activity Number:		
Source of funds:	U.S. Government	<input checked="" type="checkbox"/>
	State Government	<input type="checkbox"/>
	Private	<input type="checkbox"/>
	Private as Gov't Match	<input type="checkbox"/>

CONTRACT FOR SERVICES

This Contract is entered into by and between **The Nature Conservancy**, a nonprofit corporation (“TNC”), through the following U.S. office:

TNC Business Unit:	The Nature Conservancy, Connecticut
Contact:	
Address:	
Telephone:	
Email Address:	

and the following entity (“Contractor”):

Name of Contractor:	
Contact:	
Address:	
Telephone:	
Email Address:	

- Services.** TNC engages Contractor to provide the services, goods and/or deliverables (collectively, the “Services”) described in **Exhibit A** (“Description of Services”) in accordance with the terms and conditions of this Contract and any other exhibits or attachments to this Contract. The parties acknowledge that none of the Services are to be performed or delivered outside of the United States or its territories.

The Services are to be performed on land that is or will be owned by Cuyahoga Valley National Park (the “Landowner”). TNC has obtained permission for the Services to be performed on the land.

- Payment.** TNC will compensate Contractor for the Services as follows:
 - Contract Fee.** For all of the Services, TNC will pay Contractor a fee of \$ _____ (_____ dollars) (the “Contract Fee”) in accordance with the payment terms set forth in Exhibit A, which is inclusive of all taxes.

(b) **Invoices and Payments.** Requests for payment of the Contract Fee must be submitted to TNC in the form of an invoice itemizing the Services performed or delivered during the invoice period. Invoices will be subject to review and approval by TNC, and TNC may deny payment of requests received more than sixty (60) days after the final deadline for the completion of Services. TNC will make all payments either (i) by check, subject to TNC’s receipt from Contractor of a properly completed IRS Form W-9, or (ii) via Vendor ACH, subject to Contractor’s completion of TNC’s Vendor ACH Enrollment Form.

Notwithstanding anything in this Contract to the contrary, TNC shall retain ten percent (10%) of each payment made to the Contractor for any implementation tasks pursuant to each invoice. After TNC has verified successful completion of all tasks TNC shall release such retainage, or portion thereof remaining pursuant to this Contract, to the Contractor upon TNC’s final payment to the Contractor.

(c) No Expense Reimbursement. Contractor will not be reimbursed for any expenses Contractor incurs in performing the Services.

(d) Each invoice shall be accompanied by the following, all in form and substance satisfactory to TNC: (i) Contractor's lien waiver for all amounts covered by the current invoice; (ii) conditional waivers of mechanics' and materialmen's liens from all contractors and consultants and from suppliers and lower tier subcontractors for all amounts requested by the Contractor on behalf of such entities or persons in the current invoice; and (iii) all information and materials required to comply with the requirements of the Contract, reasonably requested by TNC.

(e) TNC may withhold payment in whole or in part to the extent reasonably necessary to protect TNC, from loss for which the Contractor is responsible, because of (i) defective work not remedied; (ii) third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to TNC is provided by the Contractor; (iii) failure of the Contractor to make payments properly to subcontractors or suppliers for labor, materials or equipment; (iv) damage to TNC; (v) repeated failure to carry out the Services in accordance with the Contract.

(f) Withholding by TNC. Contractor shall provide TNC with a list of all subcontractors and laborers working on the Services, as well as all suppliers of material or equipment for the Services (whether purchased or rented) and shall update such list promptly in the event of any changes, no later than one business day after the change. TNC, on the basis of reasonable and verifiable evidence, may withhold from any payment otherwise due to Contractor under this Contract such amounts as may be necessary for protection against loss caused by defective work not remedied, reasonable evidence that the work cannot be completed for the then remaining unpaid portion of the amount payable hereunder, damages and/or delays caused by Contractor, and for any legitimate set-off TNC may have (including, but not limited to, any which may result from any notice of mechanic's lien that TNC or the current landowner may receive with respect to the Services). If any claim of lien or other demand for payment or security therefor is made or filed with TNC or as to the Services by any person claiming that Contractor or any subcontractor or supplier, or any other person claiming under any of them, has failed to perform its contractual obligations or to make payment for any labor, materials, equipment or other item furnished or obligation incurred in connection with the Services, or if at any time there shall be evidence of such nonperformance or nonpayment of any claim of lien or other demand for which, if established, TNC, the landowner and/or the property on which the Services are being performed might become liable, then TNC shall have the right to retain from any payment then due or thereafter to become due under this Contract or to be reimbursed to Contractor an amount sufficient to: (1) satisfy, discharge and defend against any such claim of lien or other demand, or any action or proceeding thereon which may be brought to judgment or award; (2) make good any such nonpayment, nonperformance, damage, failure or default; and/or (3) compensate TNC and/or the current landowner for and indemnify both of them against any and all loss, liability, damage, cost and expense (including attorneys' and consultant's fees and costs) which may be sustained or incurred in connection therewith. If appropriate, TNC may also elect to make any given payment due under this Contract jointly to Contractor and any person or entity which may make any such claim of lien or other demand.

(g) Release Bonds. Should any subcontractor, supplier or other person make, record or file, or maintain any action on or respecting a claim of mechanic's lien, equitable lien, payment of performance bond, or another lien, relating to the Services, Contractor shall immediately and at its own expense procure, furnish, and record appropriate statutory release bonds which will extinguish or expunge such claim or lien.

3. **Term**. This Contract shall become effective upon the last signature date below and expires on [END DATE TO BE DETERMINED] (the "Contract Term"). Any deadlines set forth herein may be extended only with TNC's prior written consent, which may be provided by email so long as they remain within the Contract Term. Time is of the essence in the performance of this Contract.

4. **Termination**.

(a) Without Cause. TNC may terminate this Contract without cause at any time upon fourteen (14) days written notice to Contractor. TNC will pay Contractor for the Services that have been satisfactorily performed, as determined by TNC, as of the termination date. Contractor shall submit a final invoice within fourteen (14) days following termination of services.

(b) For Cause. TNC may immediately terminate this Contract for cause by written notice to Contractor if Contractor fails to perform any duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Contractor's control, or if TNC determines at any time that the Services cannot be performed in accordance with Applicable Laws (defined below) or TNC's policies or operating procedures. Should termination occur as a result of Contractor's default, TNC may, without limiting any other remedies available to it under Applicable Laws, recover damages from Contractor resulting from Contractor's default and may offset any amounts payable to Contractor against such damages.

(c) Refund of Advanced Payments. Regardless of the reason for termination, to the extent the balance of any advance payments made by TNC exceeds the total payments due to Contractor for Services satisfactorily completed, Contractor must return the excess advance payments within fourteen (14) days.

5. **Conflict of Interest Determination**. Contractor represents and warrants that, to the best of Contractor's knowledge, the information Contractor has provided on TNC's Conflict of Interest Inquiry Form (attached as Exhibit B) is true and correct. If any of the information Contractor has provided changes during the term of this Contract, Contractor agrees to promptly notify TNC in writing of such change. The parties acknowledge that publicly traded companies engaging in the normal course of business, government agencies, and universities are exempt from this requirement.
6. **Independent Contractor Status**. The parties intend this Contract to create an independent contractor-client relationship and not an employee-employer relationship. Contractor is solely responsible for the conduct and control of the Services and fulfilling Contractor's duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no partnership, joint venture, or principal-agent relationship exists. Neither party will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party.
7. **Taxes**. Contractor is responsible for filing and paying its own taxes and for complying with the requirements of any applicable tax laws. TNC will not withhold or pay on behalf of Contractor or any of Contractor's employees any U.S. Federal, state, or local income tax, payroll tax, or any excise, sales, or use tax of any kind. TNC will report to the IRS on Form 1099 all fees paid to Contractor, as and to the extent required by Applicable Laws.
8. **Performance of Work**. Contractor represents and warrants that Contractor is qualified and will perform the Services in accordance with the highest standards of Contractor's profession or craft. Contractor is responsible for the complete performance of the Services notwithstanding the use of any subcontractors or work performed by anyone else under Contractor's direction or control. Contractor will not be paid for any Services found by TNC to be unsatisfactory. The Contractor shall be responsible to TNC for acts and omissions of the Contractor's employees, subcontractors, consultants, and their agents and employees, and other persons or entities performing portions of the Services for, or on behalf of, the Contractor or any of its subcontractors. The Contractor shall supervise and direct the Services, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, jobsite safety, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Services under the Contract.
9. **Liability; Indemnification**. Contractor agrees that it is entering into this Contract and performing the Services entirely at Contractor's own risk. To the fullest extent permitted by the law, the Contractor, on behalf of Contractor and Contractor's employees, subcontractors, and agents, agrees to indemnify, defend, and hold harmless TNC and its directors, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any and all liabilities, demands, damages, claims, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys' fees and costs and out of pocket expenses of attorneys and expert witnesses, investigatory fees, and remediation costs, (collectively, "Claims") that directly or indirectly arise out of, relate to, or result in any way from the performance of this Contract, whether or not the Claims have merit, involve third parties, or are caused or alleged to be caused by Contractor or any of its directors, officers, agents, employees, subcontractors, consultants, suppliers, or other third parties utilized by Contractor; provided, however, that Contractor will not be responsible for Claims to the extent arising from the negligence of any of the Indemnified Parties. Only to the extent necessary to prevent this Section from being void under Ohio Rev. Code § 2305.31, entitled "Promisee Indemnified Against Damage

Liability," this indemnity provision shall not require the Contractor to indemnify any of the Indemnified Parties against their own negligence. In claims against any person or entity indemnified under this Section 9 by an employee of the Contractor, a subcontractor, a consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, this indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Provided TNC has fulfilled its payment obligations under the Contract, the Contractor shall defend and indemnify TNC from all loss, liability, damage or expense, and any actions, lawsuits, and proceedings, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any subcontractor, consultant, or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, TNC shall notify the Contractor. The Contractor shall discharge all liens upon demand by TNC, and may contest a lien only if the Contractor furnishes TNC with security acceptable to TNC or procures a lien bond that complies with the requirements stated herein. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted in an amount not less than one hundred fifty percent (150%) of such lien claim or such greater amount as may be required by law. Neither the posting of a lien bond nor obtaining other security shall relieve the Contractor of any responsibilities or obligations under this Section, including without limitation the duty to defend and indemnify TNC. The cost of any fee or premium incurred in connection with such bonds or security shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Fee. Notwithstanding anything to the contrary in the Contract, if the Contractor fails to post a bond or obtain other security acceptable to TNC in connection with any lien claim, TNC may discharge such lien claim by payments to the lien claimant or by such other means as TNC, in TNC's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse TNC, upon demand, for any payments so made.

The duties and obligations of this Section shall survive completion or termination of the Contract.

10. **Insurance.** Prior to commencing the Services and during the Contract Term, Contractor must have and maintain the following insurance policies: (a) workers' compensation insurance coverage as required by Applicable Laws; (b) commercial general liability insurance (including contractual liability) of at least \$5,000,000 per incident, written on an occurrence basis, and covering the Services that are the subject of this Contract, including any related claims; (c) automobile liability insurance, covering all owned and non-owned vehicles used in performing the Services, with a liability limit of at least \$5,000,000 per occurrence; (d) professional liability insurance in the amount of at least \$5,000,000 if Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services); and (e) umbrella coverage of at least \$4,000,000. Contractor's insurance policies must be primary and non-contributory to TNC's insurance policies and shall apply to both ongoing and completed operations. Before any of the Services commence, the foregoing requirements must be evidenced by one or more Certificates of Insurance, showing TNC named as an additional insured and requiring at least 30 days advance written notice to TNC of any cancellation, renewal, reduction in limits, or coverage or other material change of the policies. The additional insured coverage must be primary and non-contributory to TNC's insurance policies and shall apply to both ongoing and completed operations. TNC reserves the right to request additional documentation, such as one or more policy endorsements, deemed reasonably necessary to ensure such requirements have been met. Contractor's commercial general liability policy under this Section shall not contain an exclusion or restriction of coverage for claims related to earth subsidence or movement or claims related to explosion, collapse and underground hazards.

11. **Compliance with Laws; Authorizations.** Contractor represents, warrants, and agrees that Contractor:

- a. can lawfully work in the United States and/or the countries where the Services will be performed;
- b. has or will obtain at Contractor's expense (except to the extent otherwise explicitly stated in this Contract) any permits, licenses, or authorizations required to perform the Services. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions to and ensure TNC has any future permissions necessary for completion of the project, if applicable;

- c. will take affirmative steps to inform TNC, prior to signing this Contract, if it is a privately-held entity in which a Government Official¹ has equity ownership or, in the case of an individual person providing services as an independent contractor, if the Contractor is a Government Official for any government other than a U.S. local, state, or federal government agency;
- d. will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the jurisdiction(s) in which the Services are performed and any other jurisdiction(s) in which Contractor is organized or authorized to do business;
- e. will comply with all applicable anti-bribery or anti-corruption laws and regulations. To that end, Contractor shall not either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid by TNC) to any person, including an employee or official of a government, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person for the purpose of obtaining, retaining, or directing business. Any amounts paid by TNC to Contractor will be for services actually rendered in accordance with the terms of this Contract. Contractor shall not accept bribes or kickbacks in any form. The Contractor further represents, warrants, and agrees that it has not committed any of the acts prohibited herein or been accused of making or authorizing any acts prohibited herein.
- f. will comply with all applicable counterterrorism, anti-money laundering and economic sanctions laws. To that end, the Contractor represents and warrants that, to the best of Contractor's knowledge, Contractor and Contractor's subsidiaries, principals, and beneficial owners, if any:
 - i. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
 - ii. (A) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; and (B) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
 - iii. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
 - iv. have not conducted, and will not conduct, their operations in violation of applicable money laundering laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which they are subject, and no action or inquiry concerning money laundering by or before any authority is pending;
- g. will comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Contractor. Furthermore, in performing the Services, the Contractor shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Contractor represents and warrants that neither Contractor nor any of its

¹ For purposes of this Contract, TNC defines a "Government Official" as any official or employee of any government, political party, or public international organization, and any candidate for political office, regardless of whether the person purports to act in a private capacity or serves without compensation. For purposes of this definition, the "government" means any agency, department, embassy, instrumentality, or other governmental entity, including any company or other entity owned or controlled by the government.

employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights;

- h. will not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status. If any U.S. government funds are transferred under this Contract, Contractor is also subject to Title VI of the Civil Rights Act of 1964 and related statutes, which prohibit discrimination on the basis of race, color, national origin, age, or disability in federally funded programs;
- i. will not take any actions that might cause TNC to be in violation of the laws, statutes, regulations, or similar rules mentioned in this Section (collectively, "Applicable Laws");
- j. will immediately notify TNC in writing if any of the representations, warranties, certifications, statements, or agreements in this Section change before or during the Contract Term; and
- k. will include provisions at least as restrictive as these in all permitted subcontracts (except for subcontracts purchasing commercially available, off-the-shelf goods or services).

If TNC determines that any of the representations, warranties, certifications, statements, or agreements in this Section are false, no longer valid, or have materially changed, whether or not the Contractor is at fault, TNC may terminate this Contract effective immediately upon written notice to Contractor, with no further obligation by TNC under this Contract, including payment, and TNC may pursue all available remedies under Applicable Laws.

12. **Use of TNC Name and Logo.** Unless expressly authorized in writing in this Contract or in a separate written agreement, Contractor may not use TNC's name, logo, or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to deliver invoices or other notices to TNC and (b) within acknowledgements of TNC funding, as authorized in writing by TNC.

13. **Confidential Information.** In performing the Services, Contractor might have access to information, whether oral, in writing, in electronic format, or in any other tangible form, disclosed by TNC, directly or indirectly, to Contractor that is (a) identified as confidential, or (b) disclosed in a manner in which TNC reasonably communicates, or that Contractor should reasonably have understood, should be treated as confidential, whether or not designated as "confidential" (collectively, "Confidential Information"). Confidential Information includes, without limitation, data sets, donor data, marketing plans, research, products, technologies, software source code, software object code, data collection functionalities, trade secrets, pre-publication patent applications, research and development, know-how, and other information relating to TNC and its operations, programs, or systems. Contractor may not, without TNC's prior written consent, use, publish, or divulge any Confidential Information, and agrees to use Confidential Information solely in furtherance of the Services and for no other reason. Contractor must use appropriate security procedures to safeguard Confidential Information. Contractor acknowledges and agrees that in the event Contractor receives any personal identifying information (i.e., information that identifies or can be used to identify an individual or that relates to an identified individual), Contractor (i) will be subject to a TNC IT Security review prior to such transfer or exchange and (ii) Contractor will comply with all Applicable Laws relating to the protection of personal identifying information. In addition, Contractor must comply with any additional requirements relating to protection of data as set forth in this Contract and/or as specified in any exhibits to this Contract.

14. **Work Product; Intellectual Property.** Contractor retains all right, title, and interest in works, inventions, and other intellectual property original to or owned by Contractor prior to the execution of this Contract or created outside the scope of this Contract. If the Services involve the creation of intellectual property including, but not limited to, inventions, concepts, processes, reports, derivative works, studies, photographs, software (including in both object code and source code form), drawings, designs, writings, related drafts, supporting materials, or data (collectively, the "Works"), TNC will own all right, title, and interest, including copyrights, and, if applicable, patent rights, in and to the Works. Contractor agrees that all copyrightable Works are "works made for hire" as defined under the copyright laws of the United States. To the extent that any of the Works are not works made for hire, Contractor unconditionally

assigns to TNC and TNC's successors and assigns all right, title, and interest, including copyright, and other intellectual property rights, in and to the Works in all media (whether now known or later developed) worldwide and in perpetuity. Contractor grants to TNC a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, distribute, modify, exercise, practice, perform, and exploit any assets subject to Contractor's patents, copyrights, or other intellectual property rights, to the extent that such license is necessary for TNC to enjoy all rights associated with ownership of the Works. Upon request of TNC, Contractor will deliver to TNC all tangible copies (including digital copies) of the Works and will execute and complete all documentation necessary to establish TNC's ownership of the Works. Contractor warrants and covenants that the Works will not infringe on the patent rights, copyrights, or other intellectual property rights of Contractor or third parties.

15. **Payment & Performance Bond.** Contractor shall post a payment and performance bond for the Implementation tasks. The bond shall be in favor of Contractor and TNC, be in an amount equal to the anticipated cost of the work, and be issued by an issuer and otherwise provided, be in form and substance reasonably acceptable to the Contractor and TNC.
16. **Warranty.** Contractor warrants and guarantees to TNC that all Services and work, including but not limited to all materials, workmanship, and equipment furnished under the Contract, will be in accordance with the Contract and meet the highest standards of Contractor's profession or craft, and will not contain defects in material or workmanship. Contractor's warranty and guarantee hereunder excludes defects or damage caused solely by:
 - (a) Abuse, modification or improper maintenance or operation contrary to the written instructions of Contractor by persons other than Contractor, subcontractors, suppliers, or any individual or entity for whom Contractor is responsible; or
 - (b) Normal wear and tear under normal usage.
17. **Correction or Removal of Defective Work.** In addition to any other remedy available at law or in equity, at TNC's option, Contractor shall correct all Services and work that do not comply with the Contract, whether or not performed, fabricated, installed, or completed by Contractor. Contractor shall within thirty (30) days of receipt of written notice from TNC remove and replace any work or Service that does not comply with the Contract with Services or work that comply with the Contract. Contractor shall pay or reimburse TNC within ten (10) days for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work or services of others). Contractor's obligations under this Section are in addition to any other obligation or warranty of Contractor.
18. **Miscellaneous Terms and Conditions.**
 - (a) **Clean-Up.** The Contractor shall follow TNC's clean-up directions and shall at all times ensure that the project site and premises are free from debris resulting from the Work.
 - (b) **Safety.** The Contractor shall ensure the Services are performed in a safe manner and shall give all required notices and comply with all applicable rules, regulations, orders, public health recommendations and other lawful requirements related to health and safety, and/or established to prevent injury, loss or damage to persons or property. The Contractor shall be responsible for implementing appropriate safety measures pertaining to the Services, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent thereto from injury, loss, or damage. At all times, Contractor shall use properly qualified individuals or entities and subcontractors to carry out the Work in a safe manner. The Contractor shall give prompt notice to TNC of any accident involving personal injury, property damage, or any failure that could have resulted in serious personal injury. A detailed written report of said accident or failure shall be furnished to TNC.

(c) **Assignment; Subcontracting.** Contractor may not assign this Contract or subcontract any portion of the Services without TNC's prior written consent, which may be granted via email or by the inclusion of the subcontract description in Exhibit A. TNC's consent may be granted or withheld in TNC's sole discretion.

(d) **Subcontractors.** All subcontracted work shall be performed only by subcontractors sufficiently skilled and, when required, licensed to perform the subcontracted work. All work performed by a subcontractor shall be pursuant to a written agreement between the Contractor and the subcontractor (and where appropriate, between subcontractors and sub-subcontractors). All such agreements shall require performance by the subcontractors in conformity with the terms of this Contract and shall include all the terms of this Contract which are applicable to subcontractors. The use of subcontractors in no way relieves the Contractor from full responsibility for the Services or from full compliance with the Contract.

The Contractor shall promptly pay each subcontractor. Upon the final completion of a subcontractor's work prior to the final completion of the Services, Contractor shall forward to TNC a subcontractor's executed release of lien. TNC shall not have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law.

Contractor shall be as fully responsible to TNC for the acts and omissions of any subcontractor and of persons either directly or indirectly employed by the subcontractors, as he is for acts and omissions of persons directly employed by itself.

(e) **Change Orders.**

(1) TNC Issues Change Order. By issuing a written order, TNC may require the Contractor to make changes in the Services which are within the general scope of this Contract. Adjustments in the Contract Price, if any, resulting from such changes shall be set forth in a change order signed by TNC and the Contractor stating their agreement upon the change in the scope of the Services, adjustment in the Contract Fee and contract time. TNC may by written order direct the Contractor to perform incidental changes in the Services which do not involve adjustments in the Contract Fee or contract time. The Contractor shall promptly implement written orders for such incidental changes.

(2) Contractor Issues Change Order. If Contractor desires to propose work, materials, or other services outside the scope of the Services, the Contractor shall issue a written order to TNC and receive written approval from TNC for any such work, materials, or other services that exceed or are outside the scope of the Services. The request from Contractor for a written order for a change in the scope of the Services shall contain the following information: (i) a detailed summary of the additional work proposed and the basis therefor; (ii) the increase in the Contract cost associated with the task; (iii) the amount of time expected to complete such task; and (iv) any impact in the projected date for completion of the Services arising from such proposed change order.

(f) **Damage to work and property on site.** All damage or loss to any property or improvements on or near the site (other than incidental damage to the property at the site, such as disturbance of grass and soil) caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor at Contractor's expense.

(g) **Title free of liens at time of each progress payment.** The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an invoice for payment, whether incorporated in the Services or not, will pass to TNC upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances. Notwithstanding such passage of title, Contractor shall continue to be solely responsible for protecting and replacing, if necessary, such work, materials, and equipment without expense to TNC until final completion and acceptance.

- (h) **Unconditional Final Lien Waiver.** Prior to TNC's final payment to Contractor pursuant to Section 2 of this Contract, Contractor shall deliver to TNC an unconditional final lien waiver from the Contractor, together with a sworn statement from the Contractor covering all Services.
- (i) **Conduct on the Property.** There will be no smoking, no open burning, no alcohol use or use of controlled substances, and no hunting or fishing on the job site or anywhere else on the land by the Contractor or its employees or subcontractors. Any smoking by employees of the Contractor or subcontractors shall occur on breaks and only in the personal vehicles of the employees, and all butts and other residues including all matches shall remain inside such vehicles and shall be properly disposed of offsite. It is extremely important that no butts and matches be tossed out of vehicles anywhere on the property. There shall be no harassment or killing of animals on the Property.
- (j) **Notices.** Any notice, request, or demand made by either party to this Contract must be in writing and must be delivered: (i) in person; (ii) by mail, postage prepaid, certified (return receipt requested); (iii) by a nationally recognized, next-day delivery service with tracking information and requesting next-business day delivery; or (iv) email. Notices must be addressed to the other party at that party's address first stated above and will be deemed delivered: (i) immediately if delivered in person; (ii) three business days after deposit in the mail if sent as described above; (iii) the next business day if sent by an overnight service and sent as required above; or (iv) on the first business day after sending by email.
- (k) **Governing Law; Forum.** This Contract and claims relating to this Contract will be interpreted, construed and governed by the laws of the state in which the TNC Business Unit set forth on the first page this Contract is located (excluding such state's choice of law principles, if any). In the event of any litigation over the interpretation or application of any of the terms of this Contract, litigation will be conducted in the state or federal courts in the state in which the TNC Business Unit set forth on the first page of this Contract is located.
- (l) **Code of Conduct; Helpline.** TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tachelpline.
- (m) **Entire Agreement; Amendments; Order of Precedence.** This Contract will become binding when signed by both parties and, together with its exhibits, which are hereby incorporated into and made a part of this Contract, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, both oral and written, between the parties relating to the Services described in this Contract. Unless explicitly stated otherwise in this Contract, no amendment to this Contract, including a change in the Description of Services or any change order, will be effective unless in a writing signed by both parties. In the event of a conflict, priority will be given to the documents in the following order: (i) provisions in the main body of this Contract; (ii) provisions of any exhibit pursuant to Section 19 below, if applicable; (iii) the Description of Services set forth in Exhibit A; and (iv) any additional exhibits or attachments to this Contract.
- (n) **Severability; No Waiver.** If any provision of this Contract is found to be invalid by a court of competent jurisdiction, the other provisions will not be affected by that finding. No delay in exercising any right or remedy under this Contract by either party will constitute a waiver of that right or remedy or of any other right or remedy under this Contract or under Applicable Laws.
- (o) **Joint and Several Liability.** If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several.
- (p) **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the complete Contract.
- (q) **Consent to electronic signatures.** Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under Applicable Laws, will be fully binding for all purposes.

(r) **Authorization to Sign.** Contractor represents and warrants that the person signing this Contract on behalf of Contractor is duly authorized to sign this Contract on Contractor's behalf.

(s) **Survival.** The "Liability; Indemnification," "Use of TNC Name and Logo," "Confidential Information," "Intellectual Property," "Warranty," and "Correction or Removal of Defective Work" Sections of this Contract will survive the expiration or earlier termination of the Contract.

19. **Additional Terms and Conditions.** This Contract is further subject to the additional terms and conditions set forth in the following Exhibit B (and subsequent exhibits, in the event more than one option is selected):

- Additional Service Terms and Conditions Exhibit
- Data and Information Security Exhibit
- U.S. Government Laws and Regulations Exhibit
- State/Local Government Terms and Conditions Exhibit
- Private Funder Terms and Conditions
- Other: _____
- None

In consideration of the above, TNC and Contractor execute this Contract effective as of the later date of signature below.

The Nature Conservancy

[Contractor's Name]

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

By: _____
(signature)

Print Name: _____

Title (if applicable): _____

Date: _____

U.S. Government Laws and Regulations Attachment

U.S. GOVERNMENT LAWS AND REGULATIONS. Contractor understands that this Contract will be funded by U.S. Government funding and that Contractor shall be responsible for ensuring that all work/travel is carried out in compliance with any pertinent regulations and laws including but not limited to those listed below.

A. RECORD RETENTION. Financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained by Contractor for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. ACCESS TO RECORDS. TNC, the U.S. Federal entity providing the funding from which this Contract will be paid, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and other records of Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, copies, and transcriptions. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

C. DEBARMENT AND SUSPENSION. No contract shall be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

D. CONTRACTOR LIABILITY. Contractor assumes sole responsibility for reimbursement to the Conservancy or the U.S. Federal Government, whichever is appropriate, of a sum of money equivalent to the amount of any expenditures disallowed should TNC, the U.S. Federal entity providing funding, or any authorized agency rule, through audit exception or some other appropriate means, that expenditures from funds allocated to Contractor were not made in compliance with the provisions of this Contract.

E. TRAFFICKING IN PERSONS.

- (a) Contractor (including its officers, directors, employees and agents) must not -
 - (i) Engage in severe forms of trafficking in persons during the Contract Term;
 - (ii) Procure a commercial sex act during the Contract Term; or
 - (iii) Use forced labor in the performance of the Contract or in any subcontracts.
- (b) TNC may unilaterally terminate this Contract, without penalty, if Contractor is determined by TNC to have violated this provision through:
 - (i) Conduct that is either associated with performance under this Contract;
 - (ii) Conduct imputed to Contractor or his subcontractor.
- (c) Other Requirements:
 - (i) Contractor shall inform TNC immediately of any information received from any source alleging a violation of a prohibition in paragraph (a)(i) of this provision.
 - (ii) Contractor shall include the requirements of this provision in any subcontract made under this Contract.
- (d) Definitions. For purposes of this provision:
 - (i) "Employee" means either:
 - A. An individual employed by Contractor or a subcontractor who is engaged in the performance of the project or program under this Contract; or
 - B. Another person engaged in the performance of the project or program under this Contract and not compensated by Contractor, including, but not limited to, a volunteer or individual whose services are contributed by a third party.
 - (ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) "Severe forms of trafficking in persons" means (a) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (b) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iv) "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

(v) "Coercion" means (a) threats of serious harm to or physical restraint against any person; (b) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (c) the abuse or threatened abuse of the legal process.

F. CONSTRUCTION, REPAIR and FACILITIES IMPROVEMENTS. If the activities funded by this contract involve construction, repair or facilities improvements, the following provisions may apply:

1. Davis-Bacon Act. If the value of this contract exceeds \$2,000, and if required by the U.S. Federal funding agency, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 - 3148) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
2. Federal Contractor Minimum Wage Requirement. If this contract is subject to the Davis-Bacon Act, the Service Contract Act, or is otherwise in connection with Federal property, land, or services to federal employees, Executive Order 13658 applies and all hourly/nonexempt employees directly working on this contract or performing support services must be paid the Federal Contractor Minimum Wage rate as established by the Department of Labor each year. This minimum wage requirement is subject to change, and Contractor must ensure that staff and any subcontractors are paid the minimum wage that is in effect.
3. Copeland Anti-Kickback Act. In any construction or repair contract, Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
4. For construction or facility improvement contracts exceeding \$250,000 Contractor shall follow its own bid guarantee, performance bond, and payment bond requirements. For those contracts exceeding \$250,000, in situations where the Conservancy does not examine Contractor's bid guarantee and bonding requirements and has not notified Contractor that the U.S. Federal Government's interest is adequately protected, Contractor shall comply with 2 CFR 200.326.
5. Equal Opportunity. If this Contract meets the definition of a "federally assisted construction contract" as described in 41 CFR Part 60-1.3, Contractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

G. BYRD RULE ANTI-LOBBYING AMENDMENT. If the value of this agreement exceeds \$100,000, Contractor shall certify, to the best of Contractor's knowledge and belief, that:

1. No U.S. Federal appropriated funds have been paid or will be paid, by Contractor or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection the underlying U.S. Federal award, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subcontracts under this Contract and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If the value of this agreement exceeds \$100,000 and the activities require the employment of mechanics or laborers, Contractor shall comply the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

I. CLEAN AIR ACT. If the value of this agreement exceeds \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

J. INVENTIONS. If the work to be done under this contract involves the performance of experimental, developmental, or research work, Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE FORM

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION	
Name of individual or organization entering into transaction with TNC:	
Legal identity of individual or organization* entering into transaction with TNC (select one):	<input type="checkbox"/> Individual <input type="checkbox"/> For-Profit Organization <input type="checkbox"/> Non-Profit Organization
<i>*"Organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, commission, 501(c)(3) or other charitable organization.</i>	
Type of Transaction (select one):	<input checked="" type="checkbox"/> Contract for Services <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Purchase Order <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Real Estate Transaction <input type="checkbox"/> Other
If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, and type of deal (sale, gift, lease, etc.)):	

STEP 2: DEFINITIONS & QUESTIONS (Complete <u>only</u> * the section relevant to your organization)		
<p>(1) TNC Key Employees and Board of Directors: Please refer to the attached list of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years).</p> <p>(2) TNC Trustee: Individuals serving as a Trustee or Advisor to TNC.</p> <p>(3) Substantial Contributors: Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.</p> <p>(4) Family Members and Close Relatives: Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny, and ancestors.</p>		
SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):	Yes	No
a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		
b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
c. Are you a Substantial Contributor to TNC?		
d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		

SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any "yes" answers in Step 3):	Yes	No
a. Is your organization a Substantial Contributor to TNC?		

<p>b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than <u>35% of the stock or value</u> of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization's management or policies (ex. key management or board member):</p> <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC's related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals. 		
<p>c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization?</p> <ul style="list-style-type: none"> • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation). 		
<p>SECTION 3. NON-PROFIT ORGANIZATIONS (explain any "yes" answers in Step 3):</p>	Yes	No
<p>a. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity:</p> <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC's related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals. 		

STEP 3: COMMENTS (Explain any “yes” answers checked above. Attach additional pages as necessary.)

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STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC’s Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnc Helpline.

The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.

Signature:	
Printed Name:	
Title (if for an organization):	
Address:	
Date of Signature:	

TNC COVERED PERSONS

The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors.

List Current as of April 22, 2022

<u>Current Key Employees</u>	<u>Former Key Employees*</u>		<u>Current Board of Directors</u>	<u>Prior Board Members</u>
Keith Arnold Matt Arnold Nathalie Augustin David Banks Matt Brown Jan Glendening Meg Goldthwaite Katharine Hayhoe Tom Neises James Page Michael Tetreault Darci Vetter Leonard Williams	Justin Adams Kacky Andrews James Asp Charles Bedford Michelle Beistle* Karen Berky Giulio Boccaletti Mark Burget Mario D’Amico Maria Damanaki Michael Doane* William Ginn Elizabeth Gray Santiago Gowland Wisla Heneghan Sherrri Hammons Steve Howell Jack Hurd Charlotte Kaiser* Joe Keenan Marianne Kleiberg* Leonardo Lacerda* Richard Loomis	William McGoldrick* Robert McKim Brian McPeek Pascal Mittermaier Bola Olusanya* Jeffrey Parrish* Seema Paul Hugh Possingham Glenn Prickett Aurelio Ramos Lynn Scarlett Theresa Shaw* Michael Sweeney* Heather Tallis Mark Tercek Ian Thompson* Marc Touitou Bill Ulfelder* Joni Ward* Peter Wheeler Janine Wilkin Heather Wishik Hazel Wong Heather Zichal	James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Joseph Gleberman Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Jennifer Morris Ana M. Parma Douglas Petno Sergio Rial Vincent Ryan Brenda Shapiro Frances A. Ulmer Kevin Weil Ying Wu	David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Andrew Liveris Jane Lubchenco Jack Ma Craig McCaw Thomas J. Meredith Thomas Middleton Stephen Polasky Rajiv Shah Mark Tercek Kent Thiry Thomas J. Tierney Moses Tsang P. Roy Vagelos Margaret C. Whitman

*Current TNC Employee; No longer considered Key Employee.

TNC’s [Related Entities](#) (If applicable)

Key Employees (members of Related Entity leadership team):	Current Fiduciary Board Members, if applicable: