

Information to be included in all Legislation authorizing entering into a Contract:

1. **The names, contract compliance no. & expiration date, location by City/State and status of all companies (NPO, MAJ, MBE, FBE, HL1, AS1, or MBR) submitting a competitive bid or submitting an RFP or RFSQ.**

Note: this is not an RFP or a competitive bid; this is a negotiated agreement with a sole source non-profit provider.

<u>Name</u>	<u>C.C. No./Exp. Date</u>	<u>City/State</u>	<u>Status</u>
Ohio Wetlands Foundation	31-1357624/ 9-28-2011	Lancaster, OH	NPO

2. **What type of bidding process was used (ITB, RFP, RFSQ, Competitive Bid).**

N/A; provider is a non-profit organization.

3. **List the ranking and order of all bidders.**

N/A

4. **Complete address, contact name and phone number for the successful bidder only.**

Vincent Messerly
Ohio Wetlands Foundation
1220 Stone Run Court
Lancaster, OH 43130
(740) 654-4016

5. **A full description of all work to be performed including a full description of work to be performed during any known phasing of the contract.**

This wetland mitigation is an Ohio EPA permit requirement to allow for the construction of the Upground Reservoir project. The Ohio Wetlands Foundation ("Ohio Wetlands") has identified opportunities for the preservation, enhancement and/or restoration of wetlands and stream habitat in areas of the State of Ohio. Ohio Wetlands has identified a site located in the Battelle Darby Metro Park, a park owned and operated by the Columbus and Franklin County Metropolitan Park District, and more particularly located in the northeast corner of the intersection of Darby Creek Drive and Kuhlwein Road in Prairie Township, Franklin County, Ohio, which will allow for the restoration of wetlands habitat (the "Kuhlwein Road Site"). The Army Corps of Engineers and Ohio EPA have agreed to consider the restoration of wetlands of appropriate function and value by Ohio Wetlands at the Kuhlwein Road Site to fulfill an entity's requirement to mitigate for impacts to wetlands. The City of Columbus and Ohio Wetlands agree they will comply with guidelines and procedures by which the City will fund, through payment to Ohio Wetlands, the restoration of wetlands at the Kuhlwein Road Site which will be permanently maintained and will serve to mitigate wetland impacts permitted under Sections 404 and 401 of the Clean Water Act and in accordance with ORC Chapter 6111.

6. **A narrative timeline for the contract including a beginning date, beginning and ending dates for known phases of the contract and a projected ending date.**

Pursuant to the requirements of Sections 401 and 404 of the Clean Water Act, and the regulations promulgated thereunder, and/or ORC Chapter 6111, the City is obligated to mitigate for impacts to 7.433 acres of wetlands at the Upground Reservoir project site (project 690370). The Ohio Wetlands Foundation has indicated ability to provide 11.3 acres of wetlands mitigation credit at the Kuhlwein Road Site for the City for the amount of \$460,000.00. Previously approved legislation (1338-2009) allowed for agreement EL009847 with Ohio Wetlands Foundation for the City of Columbus to make a deposit payment of \$60,000.00 to reserve the 11.3 acres of wetland mitigation credit upon receipt of a signed copy of an agreement and deposit payment. The balance of the payment is due in full prior to June 30, 2010 or the commencement of construction, whichever event occurs first. In the event the City is unable to make the full payment by this schedule, other partial payments and fees have been negotiated to continue reserving the mitigation credits thru June 30, 2011, however, a penalty payment of \$30,000 will be payable by the City of Columbus to the Ohio Wetlands Foundation to continue to reserve the mitigation credits for the City project.

7. **An estimate of the full cost of the Contract including a separate estimate of any and all phases or proposed future contract modifications.**

Initial payment of \$60,000.00 upon approval of City Council. Final payment of balance due \$400,000.00 by June 2010. In the event the City does not pay balance due by June 2010, it will be necessary to make another partial payment of \$46,000 plus a penalty payment of \$30,000 due by June 2010. In the event the City does not pay balance due by December 2010, it will be necessary to make another partial payment of \$46,000 plus a penalty payment of \$30,000 due by December 2010. The maximum amount due would be \$520,000 (\$460,000 + \$30,000 + \$30,000). It is the City's intent to pay the remaining \$400,000.00 balance by June 2010 so the maximum amount due will be \$460,000.00.

8. **Sub-Consultants identified to work on this contract, their contract compliance no. & expiration date, and their status (NPO, MAJ, MBE, FBE, HL1, AS1, or MBR):**

<u>Name</u>	<u>C.C. No./Exp. Date</u>	<u>Status</u>
N/A		

9. **Scope of work for each subcontractor and their estimate of dollar value to be paid.**

N/A