

CONTRACT AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND
AUDUBON GREAT LAKES

THIS CONTRACT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and Audubon Great Lakes, National Audubon Society, Inc. (Contractor) for the purpose of assess breeding marsh bird use, vegetation quality and habitat structure and develop full design plans for the hemi-marsh restoration of Allouez Bay in Superior, WI.

FOR AND IN CONSIDERATION of the terms and conditions contained in this contract the above-named parties agree:

1. PERIOD OF AGREEMENT: This contract shall commence upon its signing by both parties and continue until January 31, 2023 during which period all performance as described in this contract shall be fully completed to the satisfaction of the Department. The contractor is eligible expenses incurred from March 1, 2021.
2. CANCELLATION: The Department reserves the right to cancel this contract in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.
3. ENTIRE CONTRACT; AMENDMENTS: This contract, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this contract are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this contract, signed by both parties prior to the ending date of this contract.
4. ASSIGNMENT SUBCONTRACTS: Neither this contract nor any right or duty in whole or in part by the Contractor under this contract may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this contract or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this contract and be bound by the terms and conditions of this contract. Assignment in whole or in part of this contract does not absolve the Contractor of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Contractor agrees to perform the following services to the satisfaction of the Department as described in the attached Scope of Work.
6. AGENCY CONTACTS: All communications regarding this contract will be made through the designated agency contacts. The designated contacts are:

Contractor - Nat Miller, Director of Conservation, Great Lakes
Audubon Great Lakes
125 S. Wacker Drive, Suite 2125
Chicago, IL 60606
513-461-5757
Nathaniel.miller@audubon.org

Department - David Grandmaison,
St. Louis River Wild Rice Restoration & Habitat Coordinator
Office of Great Waters
1701 N. 4th Street
Superior, WI 54880
Phone: (218) 213-7451
david.grandmaison@wisconsin.gov

7. TERMINATION:

- A. This contract may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Contractor to fulfill its obligation under this contract, provided, that the Department shall give the Contractor not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this contract shall be made. Any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Contractor's default. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Contractor shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.
- D. Upon termination pursuant to paragraph A. above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Contractor is liable for any excess costs for such similar work or services.

- E. The rights and remedies of the Department and the Contractor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
8. PAYMENT: The Department agrees to reimburse the Contractor up to a total \$470,628 for the cost identified in the Scope of Work. The contractor is eligible for expenses incurred from March 1, 2021.

Billings by the Contractor shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to (email preferred):

DnrOgwInvoices@wisconsin.gov

or Mail to:
Melissa Lake
WDNR Office of the Great Lakes - OGW/3
P.O. Box 7921
Madison, WI 53707

AND

David Grandmaison,
david.grandmaison@wisconsin.gov

Final invoices must be submitted within 60 days after the end of the contract.

9. RECORDS; ACCESS: The Contractor shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this contract and a copy of the cost summary submitted to the Department. The Department, the U.S. Environmental Protection Agency – Region V Great Lakes National Program Office, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT CONTRACTOR: The Contractor is an Independent Contractor for all purposes and is not an employee or agent of the Department.

11. INDEMNIFICATION: The Contractor agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this contract or omissions of Contractor's employees, agents or representatives.
12. INSURANCE: The Contractor performing services for the State of Wisconsin shall:
 - A. Maintain worker's compensation insurance for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Contractor being declared an "ineligible" contractor, termination of the contract or withholding of payment.
14. AFFIRMATIVE ACTION: If this contract is for an amount of fifty thousand dollars (\$50,000) or more the Contractor agrees to submit a written affirmative action plan to the Department within 15 business days after the contract commences if an acceptable plan is not already on file with the State of Wisconsin. (Contractors with an annual work force of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Contractor being declared an "ineligible" contractor, termination of the contract or withholding of payment.

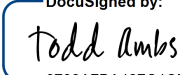
15. GUARANTEED DELIVERY: Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.
16. FUNDING SOURCE: This contract is funded in part or wholly by a grant from the Environmental Protection Agency, CFDA #66.469. This procurement will be subject to regulations contained in 2 CFR 200.338 & 200.339 (formerly 40 CFR Parts 31 and 40 and OMB Circular 133). Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement.
17. APPLICABLE LAW: This contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this contract.
18. ANTITRUST ASSIGNMENT: The Contractor and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Contractor hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
 - A. The date specified on a properly completed invoice for the amount specified in the order or contract, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. TAXES: The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
21. TAX DELINQUENCY: Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

- 22 ADDENDUM: This agreement is being award under pre-award for the federal grant funding. Additional conditions will be provided as Exhibit A, as part of the federal Grant Agreement No. GL-00E02979 funding this award upon receipt of the federal award. It is the responsibility of the contractor to determine which, if any, of the Federal Administrative Conditions in Exhibit A may be relevant to the contractor or their sub awards, and to apply them accordingly. General Terms and Conditions can be found on the EPA website <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-122020-or-later>.

The undersigned, as representatives of their respective agencies, hereto agree to this contract.


STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date 5/5/2021 | 7:37 AM CDT

DocuSigned by:

By 6793A7BA427C4CB...
For Preston D. Cole, Secretary

AUDUBON GREAT LAKES

Date 05/20/21

By 
Stephen Meyer, Chief Operating Officer

Scope of Work

Wisconsin DNR Office of the Great Waters

Project Title: Allouez Bay Marsh Bird Habitat Restoration Phase 1 Feasibility/Design and St. Louis River Estuary Avian Surveys in Wisconsin

AOC(s): St. Louis River Area of Concern

Recipient:

Nat Miller, Director of Conservation, Great Lakes
Audubon Great Lakes
125 S. Wacker Drive, Suite 2125
Chicago, IL 60606
513-461-5757
Nathaniel.miller@audubon.org
DUNS# 07-313-5808

WDNR Project Manager:

David Grandmaison, St. Louis River Wild Rice Restoration & Habitat Coordinator
Office of Great Waters
1701 N. 4th Street
Superior, WI 54880
david.grandmaison@wisconsin.gov

Project Location: The focus of the project will be at Allouez Bay within the St. Louis River Estuary (SLRE) at 46°41'06.3"N 91°59'11.1"W. Additional avian surveys will be conducted within the Wisconsin portion of the SLRE as well as along the Nemadji River.

Project Background/Rationale:

Great Lakes populations of breeding marsh birds have declined significantly over the past 30 years, with some species having exhibited overall declines of 80%. Focal breeding marsh bird species include American Bittern, American Coot, Black Tern, Common Gallinule, Least Bittern, Marsh Wren, Pied-billed Grebe, Sora, Swamp Sparrow, Virginia Rail and Yellow-headed Blackbird. These marsh birds depend on a unique configuration of coastal wetland commonly referred to as hemi-marsh, which has declined across the Great Lakes region in parallel with population declines of these species. Hemi-marsh is roughly an equal mix of open water and emergent wetland cover, also characterized by a high degree of interspersed emergent and aquatic vegetation that generates large amounts of edge habitat along the aquatic-terrestrial interface. Hence, we aim to restore structural diversity at Allouez Bay in the SLRE, which has already been identified as a high priority due to past populations of breeding marsh birds (e.g. the last known location of breeding Black Terns in the SLRE) and current lack of interspersed vegetation in portions of the bay. The SLRE in general provides regionally significant habitat for breeding marsh birds, as well as conservation opportunities for breeding and migratory shorebirds and landbirds.

This project will move forward action to conserve priority focal species newly identified in GLRI Action Plan III – breeding marsh birds. GLRI III identifies breeding marsh birds as a conservation target due to significant population-level declines. This project supports the following GLRI objectives:

- 4.1. Protect and restore communities of native aquatic and terrestrial species important to the Great Lakes.
- 4.2 Increase resiliency of species through comprehensive approaches that complement on-the-ground habitat restoration and protection.

This project helps achieve Wisconsin’s Wildlife Action Plan that prioritizes action on breeding marsh birds. Black Tern, American Bittern, and Least Bittern are Wisconsin Species of Greatest Conservation Need (SGCN) that will directly benefit from this project. Many other waterbirds, shorebirds and fish from Wisconsin’s SGCN list will benefit from improved habitat conditions at Allouez Bay and additional avian surveys will inform conservation action for SGCN across the SLRE. The Lake Superior shoreline, embayments and estuaries are identified by the Wisconsin Wildlife Action Plan as a Conservation Opportunity Area.

This project will also support objectives of the Lake Superior Lakewide Action and Management Plan (LAMP) and Biodiversity Conservation Strategy. Specifically, the outputs will support the following Habitat Objectives of the Lake Superior LAMP:

- The long-term consequences of incremental or cumulative landscape change, habitat destruction, and habitat fragmentation should be anticipated and avoided in the Lake Superior ecosystem, through research and planning at appropriate spatial and temporal scales.
- The crucial importance of nearshore, shoreline and wetland aquatic habitats in Lake Superior should be addressed through continuing efforts to identify, protect and restore key sites for reproduction and rearing of fish, water birds, mammals, other wildlife and plants.

Proposed Work:

This project aims to restore approximately 120 acres of emergent marsh within Allouez Bay back to more diverse structural conditions, or “hemimarsh” conditions. Phase 1 of this project will utilize breeding marsh bird surveys, vegetation surveys, aerial photography, expert input, and other key wildlife and flora (e.g. piping plover, walleye, wild rice) considerations to fully scope, design and permit on the ground construction. We anticipate the restoration and construction designs may include: 1) the removal of dominant invasive plant species (e.g. narrow-leaf cattail, Phragmites, purple loosestrife), 2) planting native emergent marsh vegetation such as native sedges and rushes, 3) digging of channels and potholes, and 4) potentially additional depth contouring or island creation that support resiliency to rapidly changing and uncertain lake levels as well as increased storm activity.

All project activities are aimed at establishing native and more diverse wetland plant communities that improve the suitability of this priority wetland for flora and fauna of high conservation need. The final design effort will run parallel to a landscape conservation design led by Minnesota Land Trust that holistically and strategically plans for the restoration and long-term management and use of the Bay. On-the-ground restoration of the project will be complemented by strategic engagement, stewardship, and long-term management planning to build the sustainability of the work.

A quality assurance project plan (QAPP) will guide Phase 1 of data collection and evaluation and will be updated in 2022 to guide Phase 2 of construction. Federal, state and local permit staff will be consulted during the design Phase and required permits will be applied for in 2022 in order to begin construction in 2023. We anticipate submitting for federal U.S. Army Corps wetland construction permits, Wisconsin Department of Natural Resources waterway and wetland permits, and any local required permits. We anticipate all plans to align with local, state and federal regulated wetland and waterway activity. We anticipate applying for and securing NEPA and NHPA permits as well.

In 2020 the project team was able to collect preliminary data on breeding marsh bird occupancy, interspersed (a metric of hemimarsch condition determined through aerial imagery analysis), and areas of high-quality vegetation within the bay. Surveys in the spring and summer of 2021 will provide a full set of marsh bird, vegetation and habitat data to inform final design. Additional data or knowledge gaps identified by experts and stakeholders or determined necessary during the first half of the design Phase will be collected in 2021 or 2022 (e.g. flow conditions, detailed bathymetry). The major deliverable of Phase 1 of this project will be 100% design documents for marsh habitat restoration with required permits applied for by November 2022.

At Allouez Bay and across additional high priority bird conservation areas of the St. Louis River Estuary in Wisconsin, the project team will document bird use during three periods; spring migration, breeding season, and fall migration in both 2021 and 2022. These data will complement previous work conducted by NRRI and MLT in the Minnesota portion of the St. Louis River Estuary. The objective of the data collection will be to fully establish an SLRE baseline of bird use and produce management actions that create a pipeline for high priority bird conservation projects. A final survey site list will be determined by project partners and informed by local experts. The project team will create a data visualization tool in 2022 allowing land managers and stakeholders to access data and make informed decisions. This tool, along with summary reports will be the major deliverables of additional monitoring and analysis.

Conferences/Workshops/Public Meetings:

This project may include public meetings. Public meetings pertaining to this project will be convened by the subaward recipient and WDNR, in consultation with the project partners and EPA. Public meetings will be advertised primarily via the subaward recipient (such as social media, newsletters, website postings, pamphlets) and other platforms such as WDNR GovDelivery as appropriate. WDNR and GLRI logos will be utilized on public materials, along with partner logos as appropriate. Participation is likely to vary based on the subject of meetings, but approximate percentage of

participation is anticipated to be: Federal government 5%, State government 10%, Local government 15%, NGOs 10%, public participants 60%. The subaward recipient will be primarily responsible for preparing proceedings and disseminating information to the community. The subaward recipient will work directly with WDNR to collaborate with EPA GLNPO and other nonfederal partners to plan and execute outreach and community engagement. No program income is anticipated from these meetings (no registration fees). The financial assistance for these meetings to support the public purpose (not for EPA's direct use or benefit) and WDNR will oversee the planning and agenda of these meetings, in cooperation with EPA and other partners.

Collaboration with Partners:

The project team consists of the following partners Wisconsin DNR, Audubon Great Lakes, Minnesota Land Trust, University of Minnesota-Duluth Natural Resources Research Institute (NRRI), City of Superior, Douglas County and the Fond du Lac Band.

Wisconsin DNR will have ultimate oversight of the project and must approve any and all final designs, including avian monitoring survey design. The City of Superior and Douglas County also need to approve the design for those portions of the project that occur on property they own. Audubon will award a contract to NRRI to oversee monitoring and Audubon will maintain ultimate decision making over that monitoring, including survey design and quality control.

A broader advisory group will be formed through the landscape conservation design process led by MLT. We anticipate this group to include: Chequamegon Audubon Society, Duluth Audubon Society, Fond du Lac Band of Lake Superior Chippewa, Lake Superior Research Institute, Lake Superior National Estuarine Research Reserve, National Oceanic and Atmospheric Administration, US Army Corps of Engineers, City of Superior, Douglas County, etc.

Through this agreement between WDNR and Audubon Great Lakes, the regional field office of National Audubon Society will lead project management. Audubon and Wisconsin DNR have shared priorities to restore and protect the natural resources of Lake Superior's coastal wetlands, along with specifically prioritizing actions that benefit breeding marsh birds including Black Tern, American Bittern, and Least Bittern, Wisconsin Species of Greatest Conservation Need (SGCN) identified in [WI's Wildlife Action Plan](#) and aligns with [Audubon's Priority Colonies for Great Lakes Waterbirds](#).

Timetable:

This contract agreement begins March 1, 2021 and ends January 31, 2023. Overall project schedule below includes project planning time from January – February 2021 which will not be billable based on federal award funding this contract. Contract period will end January 2023 to allow 2 month time period for final invoicing and project close-out based on federal award period.

	Hemimars Restoration at Allouez Bay																												
	2021												2022						2023										
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
Project management																													
Audubon WDNR MOU finalized				■																									
Subaward to NRRI finalized					■																								
QAPP writing			■	■	■	■													■	■									
QAPP finalized						■																							
Construction QAPP finalized for Phase II																											■	■	
Project partner meetings																													
Project advisory and stakeholder meetings	■	■																											
Project close out and final reporting																												■	
Monitoring																													
Sites selected for additional monitoring	■	■	■	■	■																								
Marshbird monitoring with habitat plots					■	■	■																						
Drone imagery collection																													
Vegetation surveys							■	■																					
Data analysis and reporting out to advisory team																													
Monitoring report												■																	
Data visualization tool rollout																												■	
Design																													
Request for design bids																													
Select contractor and sign contract								■	■																				
Alternative designs presented to stakeholders																													
Identified data and knowledge gaps filled																													
Scoping document finalized																													
50% design																													
90% design and permits submitted																													
Subtim section 106 NHPO and SHPO submitted																													
Phase II funding secured																												■	
Stewardship and Engagement																													
Partner/stakeholder site tours																													
Birding tours, volunteer days or similar	■	■																											

Deliverables:

This project will restore communities of native aquatic and terrestrial species important to the Great Lakes. Within Allouez Bay we will:

- Produce a full project scope documenting existing habitat conditions and marsh bird use while setting project objectives of which to measure success (Phase 1),
- Produce final 100% design documents, including bid specifications and apply for required permits to restore emergent marsh at Allouez Bay (Phase 1),
- Produce a summary report of bird use by guild across at least 1,000 acres of high priority habitat in Wisconsin's SLRE (Phase 1),
- Produce a data visualization tool across at least 1,000 acres of high priority habitat in Wisconsin's SLRE (Phase 1),
- Produce a pipeline of at least 5 high priority bird conservation projects in Wisconsin's SLRE (Phase 1).
- Restoration of 120 acres of emergent marsh in Allouez Bay (Phase 2) will not be completed under this proposal. Future funding will be sought for this phase. However, if phase 1 is completed under budget, remaining funds may contribute to initiate phase 2 work.
- This project will contribute to the following GLRI Action Plan III Measures of progress. However, no metrics will be reported through this phase. Metrics will be reported upon completion of construction phase under future funding.
 - 4.1. Protect and restore communities of native aquatic and terrestrial species important to the Great Lakes.
 - 4.2 Increase resiliency of species through comprehensive approaches that complement on-the-ground habitat restoration and protection.

- The deliverables above will contribute to the Landscape Conservation Design led by MLT. As part of the Landscape Conservation Design for Allouez Bay there will be marsh birds, as well as other species goals identified along with a concept plan identifying potential projects to achieve established goals. As a result, additional emergent marsh may be identified for future restoration that may allow for an opportunity to beneficially use suitable dredge material. Completion of the Landscape Conservation Design is funded separately and is not considered a deliverable under this proposal.

- Cultural Resource Due Diligence & Section 106 Coordination - Complete and provide reports for the following:
 - Delineate the area of potential effects (APE), map or site figure
 - Identify previous archaeological surveys or documentation of historic properties (also for nearby relevant areas)
 - Conduct desktop or field surveys as appropriate
 - Identify any historic properties
 - Identify relevant consulting parties if appropriate for the project
 - Involve public – both before and after determination of effect as appropriate for the project and identify how the public was involved
 - Submit report(s) of investigation along with SHPO consultation form to EPA for review
 - Following EPA Review, submit SHPO form and reports to SHPO (GLPO to send letter to applicable parties/tribes)

- Prepare and Submit Quarterly Reports and Final Report
 - Prepare and submit quarterly reports, quarterly invoices and a final report. Reports will be submitted January 10, April 10, July 10, and October 10 of each year until project close out. Generally, reports will identify amount expended per quarter, activities conducted, and planned activities for the following quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the time and how they were addressed. WDNR project manager may request other project specific information to be included in quarterly reports.
 - Annual Report to be submitted by January 31, 2022. This report will include quarterly report information along with a summary of the marsh bird survey/monitoring data (i.e., methodology used, results, and raw data).
 - Final Report to be submitted by January 31, 2023. Final report will include summary of overall project including deliverables completed under the contract as outlined above along with detailed information regarding survey and monitoring results, data and image delivery/storage/archiving, and a final presentation to stakeholders on project findings.

Project Budget:

Budget Detail	Year 1 January 2021 — December 2021	Year 2 January 2022 —December 2022	Total Project Cost
Personnel	\$59,575	\$74,200	\$133,775
Fringe Benefits (30%)	\$17,873	\$22,260	\$40,133
Travel	\$3,500	\$3,500	\$7,000
Equipment			
Supplies	\$2,750		\$2,750
Contractual	\$200,000	\$27,500	\$227,500
Other			
Total Direct	\$283,698	\$127,460	\$411,158
Indirect (24.66 %)	\$32,970 (applied to base of \$133,698)	\$26,500 (applied to base of \$107,460)	\$59,469
Total Project Costs	\$316,668	\$153,960	\$470,628

Budget Detail:**Personnel**

Six Audubon staff members will contribute to this project with direct salaries and fringe billed.

- Nat Miller, Director of Conservation, will oversee full project implementation and serve as project manager until the Conservation Project Coordinator is hired. Nat will spend a total of 728 hours on the project.
- Stephanie Beilke, Conservation Science Manager, will oversee the subaward to NRRI and oversee the development of the data visualization tool. Stephanie will spend a total of 364 hours on the project.
- Brad Kasberg, Wetland Restoration Manager, will oversee the design bid and contract process and guide stakeholder input into final construction design. Brad will spend a total of 182 hours on the project.
- Refugio Mariscal, Data Coordinator, will build the data visualization tool. Refugio will spend 364 hours on the project.
- Nicole Minadeo, Communications Director, will oversee all external project communication and produce public facing info sheets and reports. Nicole will spend 182 hours on the project.
- A Wisconsin/Lake Superior Conservation Project Coordinator will be hired to manage this project and coordinate with regional partners to advance the pipeline of bird conservation projects.

Travel

Audubon staff will travel to Duluth/Superior 1 -2 times per year to visit Allouez Bay and other sites and meet with local partners. Costs are associated with flights, lodging and meals. Once hired, the Conservation Project Coordinator, who will be based in Wisconsin, will travel regularly to the project site. Mileage and/or rental car costs, lodging and meals will be reimbursed.

Supplies

Field supplies have been budgeted for the Project Coordinator, volunteers and partners. This includes binoculars, speakers for survey playback, and waterproof notepads.

Contracts/Subawards

Audubon will establish an agreement with NRRI of \$150,000 to lead the full suite of monitoring at Allouez Bay and the other identified priority bird areas.

Audubon will release a request for bids to lead the potential engineering and final design of restoration technical plans. We anticipate a contract of up to \$70,000 including costs to cover the potential need for additional data and more complex engineering.

Audubon will contract any necessary Cultural Resource due diligence including surveys as necessary. \$7,500 is budgeted in year 2.

Indirect

Audubon has a federally negotiated indirect rate of 24.66% which is applied to direct base costs. Base costs include only the first \$25,000 of each contract.