REQUEST FOR PROPOSALS FOR:

DESIGN-BUILD SERVICES

DESIGN-BUILDER FOR:

Stickney Creek Stream Stabilization and Floodplain Restoration

Veterans Memorial Park

7619 Memphis Ave, Brooklyn, OH 44144 (Rear)

Stream Stabilization Project

Issued Monday, January 24th, 2020

Proposals Due Friday, 5:00pm, March 20th, 2020
REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES

1. INTRODUCTION

West Creek Conservancy (WCC) is requesting your firm to submit a proposal to provide design and construction services for the Stickney Creek Stream Stabilization and Floodplain Restoration project in Brooklyn, Ohio.

Proposals in response to this Request for Proposals "RFP" must be submitted on or before the date and time set forth in this document. Failure to comply with any of the requirements of this RFP may result in the Proposal not being considered.

This project is rooted in the enabling legislation as articulated in the Ohio Revised Code Section 1545.11. The document chosen as a result of this selection process is available for inspection under ORC 149.43 at its conclusion.

2. PROJECT DELIVERY

The Project will be constructed using the "Design-Build" project delivery format. When the design documents are at a stage of completion agreed to by WCC, Design-Builder shall submit for its guaranteed maximum price ("GMP") as agreed upon by WCC, and the proposal shall include, at a minimum, the following: (a) a detailed breakdown of the GMP to include the Cost of the Work, detailed by each subcontract, trade, or bid division, the Design-Builder's Contingency for the Work, Design-Builder’s Staffing Cost, General Conditions Cost, Design-Builder’s overhead and profit (i.e., fee). Any work to be self-performed by the Design-Builder shall be pre-approved by WCC.

The Design-Builder shall work cooperatively with WCC, the City of Brooklyn, and the Northeast Ohio Regional Sewer District (NEORSD), and provide, among other services, cost estimating, due diligence, budgeting, value engineering, constructability review, scheduling and pre-construction planning throughout pre-construction phase of the Project. The Design-Builder, through its architect/engineer "A/E", shall produce the detailed design development documents and the construction documents.

Once budgets have been approved by WCC, the Design-Builder, through the A/E, shall proceed to complete the construction documents. During this stage of the document production, the design documents will continue to be reviewed by WCC for consistency with the design intent approved by WCC.

The pre-construction and construction phase services of the Design-Builder shall be set forth in more detail in the Agreement between WCC and Design-Builder. The Design-Builder shall construct the Project pursuant to the construction documents and in accordance with the City of Brooklyn and WCC’s scheduling requirements.
General Description of Work

The focus of this restoration project includes 2,500 linear feet of Stickney Creek channel and associated floodplain (approximately six acres) within Veterans Memorial Park (behind City Hall) in Brooklyn, Ohio. The segment of stream and floodplain to be restored flows generally northwest between Ridge Road and Roadoan Road.

The project will restore bank stability and floodplain function in the context of an active, urban park. A major component of the project involves restoring native riparian tree, shrub, and herbaceous vegetation to floodplain areas that are currently maintained to accommodate streamside multipurpose trails and sculpture/play areas, and benches. Some trails will be relocated, as part of a separate pending funding source, while other streamside trails (that often flood) will be removed from the floodplain as part of this project. Ultimate restoration and enhancement of the stream corridor will improve floodplain riparian functions and habitat, as well as enhance the viewsheds in this urban park. The restoration will also provide abundant opportunities for public outreach and education.

Existing Conditions:

The Stickney Creek watershed covers approximately five square miles with approximately 56% impervious surface. The drainage area to the project reach is 4.3 square miles. The stream through most of the project area has been scoured down to bedrock. The bedrock provides vertical stability and helps maintain some connection to the floodplain, however, the in-stream habitat is reduced to long, shallow bedrock riffles, and small pools at cracks or fissures in the bedrock. Much of the stream bank is either in some stage of adjustment and recovery from the urbanization/ or is eroding as once protective gabions reach the end of their useful life and are failing.

Upon exiting the Ridge Road culvert, the channel has been straightened, and is entrenched for approximately 600 feet. Historic aerial imagery suggests that the upstream reach was channelized in this location in 1977 and has remained in its current alignment since that time.

In 1951, a stream once entered Stickney Creek from the south approximately 70 feet downstream from the Ridge Road culvert outlet. This stream was culverted sometime before 1977. Since that time one pipe segment of the outfall has fallen into the channel and an additional pipe segment is beginning to separate from the next upstream segment.

City representatives have noted flooding of streamside park amenities (multipurpose trails and sculpture/play areas) at least once per year, and sometimes more often. The frequent inundation requires additional maintenance to remove debris and mud after the water has subsided. This project also includes removing a ford crossing near the downstream end of the park.

Restoration Elements:

This project will restore the remaining open channel, approximately .5 miles of stream. Stream restoration in this segment of Stickney Creek would focus on establishing a well-vegetated riparian corridor to relieve the stream from multipurpose trail and park streamside maintenance. Minor channel realignment and additional floodplain excavation should be explored when soil depths and bedrock elevations are understood.

Approximately 6 acres of riparian floodplain will be planted with the appropriate native floodplain and upland tree and shrub species. The planting palette should be tailored to provide visual appeal for park visitors during all seasons (as approved by the City of Brooklyn with consultation from the project managers). Most of the gabion baskets lining the channel will be removed. The steel components will be recycled, and the remaining gabion rock will be reused in the channel restoration where appropriate. The ford will be removed from the stream, and
approximately 1,500 feet of asphalt trail will be removed from the immediate floodplain. Trails are planned to be relocated by the City of Brooklyn through a separate pending funding source.

WCC measured several of the eroding banks and estimated the sediment/nutrient load using Spreadsheet Tool for Estimating Pollutant Loads (STEPL, USEPA 2018). It is anticipated that the project would prevent approximately 3.3 tons of sediment from entering the stream annually along with approximately 3.3 pounds of Phosphorus and 6.6 pounds of Nitrogen, annually. These are conservative numbers because they only account for prevented erosion. The STEPL does not account for sediment and nutrient processing on a restored floodplain that is reconnected to the stream. Actual post-construction pollutant assimilation could be much higher.

The estimated project costs are based on the assumptions listed below.
- Stream diversion and dewatering should not be required for the floodplain restoration which will last approximately 90 days.
- Approximately 3,000 cubic yards of excavated soil to be hauled-off and disposed off-site.
- All excavated material is “clean” and could be beneficially reused (i.e. no disposal fee).
- The demolished concrete ford, asphalt from demolished trails, and scrap steel from gabions would be hauled off site.
- Gabion rocks will be reused on-site.
- Any woody shrubs and trees cleared from the site would be used for floodplain habitat features or chipped and used as a base for haul roads, lay-down areas, or for temporary trails to help pedestrians navigate around the work area.
- Minimal in-channel work for streambed modification.
- Relocation of sculptures and benches within the immediate vicinity of the restoration work. (As determined by the City of Brooklyn)

In partnership with the City of Brooklyn, Big Creek Connects, and NEORSD; West Creek Conservancy and the Design-Builder will ensure inspections, schedules, permits as required, and field directed design modification (as needed) are effectively executed at the respective times appropriate. For an extra measure of long-term success, the City of Brooklyn is placing a Conservation Easement over the stream corridor within Veterans Memorial Park to be held by West Creek Conservancy.

**Goal 1:** Restore wooded floodplain riparian area where applicable. Bank stabilization and floodplain vegetation enhancement

**Objective A** To restore ±2,500 linear feet of eroding bedrock stream (includes gabion removal)

**Objective B**- restore ±6 acres of floodplain.

**Goal 2:** Remove one ford at the downstream end of the project close to Roadoan Road and restore stream.

**Objective A** – To remove, relocate, and/or protect infrastructure

**Objective B** – Outfall stabilization and or daylighting of one tributary stream; stabilize and right-size a scour pool at the culvert outlet.

**Objective C** – Remove ±1,500 feet of streamside and redundant trails and establish alignments for future connectors within design.

**Objective D** – Remove ±800 feet of failing gabion baskets and stabilize the stream banks using native materials and bioengineering techniques.
Objective E – Relocate two sculpture/play areas and one set of benches from the floodplain to create waypoints within the park.

Stickney Creek Stream Stabilization and Floodplain Restoration

Design shall commence after awarding (April 2020) and Construction shall be completed by May 31st, 2021. (extensions to the completion deadline may be negotiated if necessary pending feasible designs)

Project Location: Lat, Long: 41.436710, -81.742015
Access from Brooklyn City Hall parking lot at: 7619 Memphis Ave, Brooklyn, OH 44144

Project Budget

WCC has established the following GMP for the project: $750,000 (total project cost including design and construction)

3. REQUESTED SUBMISSIONS

Please keep submissions under 30 pages. Not including resume’s, organizational charts, and similar projects (of which showcase a maximum of 3)

Proposers are requested to submit the following information in response to this RFP:

A. Key Personnel. Provide a one-page resume highlighting relevant experience and identify what will be assigned and the percentage of that individual’s time to be devoted to the Project. Teams are preferred to show expertise in natural channel design, hydraulic engineering, geomorphic processes, and experience in landscape architecture with a focus in park/greenspace development and knowledge in native plantings.

B. Site Management and Traffic Control. The Design-Builder will be responsible for safety and for managing pedestrian and vehicular traffic around and adjacent to the construction site. Provide qualifications with experience of similar construction activities.

C. Risk Management. Provide a plan to minimize risk and identify the most significant threats and/or influences to the Project. Such risks may include, but are not limited to, the following: (1) material/equipment cost increases; (2) material/equipment availability; (3) other material/equipment procurement difficulties; (4) Site logistics; or (5) Subcontractor availability.

D. Project Approach. Describe the firm’s proposed Project-specific plan to deliver the expected construction services. At a minimum, the description shall address: (1) the firm's approach to the design of the stream restoration; (2) communication with WCC and within the Project team; (3) cost control during pre-construction; (4) cost control during construction; (5) confirmation of existing conditions and drawing clarity; (6) pre-construction phase administration; (7) construction phase administration; (8) final start up; (9) testing; (10) safety management; (11) quality control.

E. Project Timeline and Schedule of Project Milestones. Construct a Project Timeline that shows confident execution, with start and end dates of each task, of the Project before the Project End Date May 31st, 2021. This Project Timeline shall include: (1) Project kickoff/Pre-Design meeting, (2) Site Assessment detailed tasks as applicable, (3) 30% Design with cost and hydraulic analysis, (4) Necessary Permitting, (5) 60% Design/ 60% Design meeting with checklist of completed prior tasks, (6) Mobilization and Construction, (7) Final Walkthrough and
checklist of tasks prior to demobilization. (8) Redline As-Built Plans. This is understood to flux with elements out of the Design-Builder’s control (e.g. permitting delays, weather). Expand upon the above as applicable.

F. **Costs for General Conditions.** Provide your proposed fee for General Conditions as a percentage along with a separate Detailed Budget Breakdown, formatted as below, of the Cost of Work. Based upon the scope and character of the Project, provide a detailed listing of all General Conditions items to be provided by your firm. Commencing with the start of the construction phase, the Design-Builder shall provide the personnel, materials, equipment and other necessary items for an amount equal to an agreed to percentage of the Cost of the Work. The General Conditions shall include the construction staffing and personnel necessary. In accordance with the above, provide a list of key personnel with their names and roles during the construction of the Project. General Conditions Costs include only Design-Builder’s costs to provide the General Conditions Work, including, but not limited to, the costs of all of the following Site-related items: facsimile, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, construction fencing, and pre-approved travel. Provide your proposed fee for Construction Services as a percentage of the Cost of the Work (within the Detailed Budget Breakdown separately). Such fee shall include the Design-Builder’s overhead and profit for performance of the construction work. Indicate the anticipated level of contingency that will be within the GMP and any recommendations on the use of such contingency and state it as a percentage of the total Cost of the Work.

<table>
<thead>
<tr>
<th>Budget Breakdown (please expand where necessary)</th>
<th>Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>$XXXXX</td>
</tr>
<tr>
<td>Permitting</td>
<td>$XXXXX</td>
</tr>
<tr>
<td>General Conditions (with breakdown if applicable)</td>
<td>$XXXXX</td>
</tr>
<tr>
<td>Construction Costs</td>
<td>$XXXXX</td>
</tr>
<tr>
<td>Contingency (5-10% Cost of Work)</td>
<td>$XXXXX</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$750,000.00</strong></td>
</tr>
</tbody>
</table>

4. **FIRM SELECTION**

The Design-Builder shall be selected using the “best value” selection process as generally set forth below.

A. **Pre-Proposal Site Visit.** A voluntary pre-proposal site visit will be held on **February 17th, 2020 @ 10:00** at the Project site. At the pre-proposal site visit, firms may ask questions regarding the Project. Attendance at the pre-proposal site visit is not mandatory but is encouraged.

B. **Selection of Design-Builder.** After initial internal review, WCC will rank the firms based on evaluation of each firm's Proposal and negotiate the Design-Build Agreement with the firm whose Proposal WCC determines to be the best value for the project’s scope. Internal scoring criteria include personnel expertise, similar project experience, and is weighted highly upon the project understanding and technical approach to the scope outlined within this RFP. Contract negotiations shall be directed toward: (1) ensuring that the Design-Builder and WCC mutually understand the essential requirements involved in providing the required services; (2) ensuring that the Design-Builder will be able to provide the necessary personnel, equipment, and facilities to perform the services within the time required by the Design-Build Agreement; and (3) agreeing upon a procedure utilizing through service the guaranteed maximum price (“GMP”) that shall include the costs of all the work, the cost of its general conditions, the contingency, and the fee payable to the Design Builder.
5. **BONDING REQUIREMENTS** (2 CFR § 200.325 narrative in attachment)

   A. **Bonding.** At the time the contract is entered into, the Design Team shall provide performance, labor and material bonds for the faithful performance of the Contract in a sum of not less than one hundred percent (100%) of the total price bid for the project as security for the faithful performance of the contract to indemnify the State of Ohio, the West Creek Conservancy and the Project site owner against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bill of material therefore and to pay all lawful claims of subcontractors, material suppliers, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking is for the benefit of any subcontractor, material supplier or laborer having a just claim, as well as for the State of Ohio, the West Creek Conservancy and the Project site owner. Said bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of Treasury Circular 570 "Surety Companies Acceptable on Federal Bonds”. Bonding requirements are detailed in 40 CFR 30.48 (https://www.gpo.gov/fdsys/pkg/CFR2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf)

6. **INSTRUCTIONS FOR SUBMISSIONS**

   A. **Response Deadline.** Proposals must be delivered to 7381 Camelot Dr, Parma Ohio 44134 by 5:00pm **March 20th, 2020**. Proposals received after will not be considered.

   B. **Submission.** Proposals must be received in a sealed envelope clearly marked " Stickney Creek Stream Stabilization and Floodplain Restoration RFP: Proposals for Design-Build Services” with 2 hard copies and one electronic copy (contained on a flash drive with the hardcopies or emailed to dschafer@westcreek.org and peter@westcreek.org) of the Proposal.

   C. **Cancellation; Rejection.** WCC reserves the right to reject all Proposals and cancel at any time for any reason this RFP, any portion of this RFP or any phase of the Project. WCC shall have no liability to any proposer arising out of such cancellation or rejection.

   At its discretion, WCC may amend this RFP at any time prior to the deadline for receipt of Proposals and distribute the amendments to all firms in any medium as determined by WCC. Questions regarding interpretation of the content of this RFP must be directed to:

   Peter Bode- CLE PM; email: peter@westcreek.org or Derek Schafer- Executive Director; email: dschafer@westcreek.org

   Attachment: Details under CFR Part 200 for minimum requirements all for all procurement transactions/ Bonding Requirements occurring under federal subgrant awards.
**Attachment:**

**Contract drafting provisions as required by Non-Federal entity for Federal award.**

*Please fill in the page and paragraph in the contract that correspond to these provisions once awarded:*

<table>
<thead>
<tr>
<th>Page and Paragraph</th>
<th>Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>A)</td>
<td>Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</td>
</tr>
<tr>
<td>B)</td>
<td>All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</td>
</tr>
<tr>
<td>D)</td>
<td>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</td>
</tr>
<tr>
<td>E)</td>
<td>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</td>
</tr>
</tbody>
</table>
| F)                  | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not 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.


(K) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2 CFR § 200.325 Bonding requirements
For construction or facility improvement contracts or sub contracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.