REQUEST FOR PROPOSALS FOR:

DESIGN-BUILD SERVICES

DESIGN-BUILDER FOR:

Mill Creek Stabilization and Floodplain Restoration

Patterson Parkway

41°26'48.7"N 81°32'08.7"W
Highland Hills, Ohio (Between Rt8 and Warrensville Center Rd)

Stream Stabilization Project

This document is for planning purposes only. It should not be used in place of or relied upon in its entirety for the basis of design, or for the development of engineered plans and specifications for construction.

Issued Friday, June 5th, 2020

Proposals Due Friday, 5:00pm, June 26th, 2020

Our mission is to enrich the lives of people in Northeast Ohio by conserving natural habitats, restoring the ecological value and sustainability of urban lands, and expanding neighborhood opportunities to experience nature.

Mill Creek Stabilization and Floodplain Restoration

1. INTRODUCTION

West Creek Conservancy (WCC) is requesting your firm to submit a proposal to provide design and construction services for the Mill Creek Stabilization and Floodplain Restoration at Patterson Parkway in Highland Hills, 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 determined 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 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 WCC’s scheduling requirements.

General Description of Work

The Mill Creek Stabilization and Floodplain Restoration at Patterson Parkway will help address bank erosion, water quality, and overall stream quality along an approximate of 375 linear foot section of Mill Creek within a five-acre parcel between Northfield Rd (Rt 8) and Warrensville Center Rd in Highland Hills, Ohio. The degraded stream segment is within a small park owned by the Village of Highland Hills. Lawn maintenance within the park has left the stream banks with very little stabilizing, woody vegetation and flashy, urban hydrology, has exacerbated erosion along the reach. With the connection of the floodplain, stream velocities will slow during storm events and reduce overall stream energy.

Native woody vegetation will be planted along the stream banks to help the overall geomorphology of the area. To improve QHEI metrics, rubble will be removed, and a stable riffle habitat will be constructed. Full sunlight exposure, suspended sediment, chemical constituents, and upstream sanitary sewer overflows impact the chemical water quality of the stream. Added bank vegetation will eventually shade the channel and provide coarse organic matter for beneficial bacteria and macroinvertebrates. Newly planted native vegetation on the expanded, reconnected floodplain will capture and process sediment and pollutants. This stream has the potential to flood and erode private property on Patterson Parkway, Self-Ridge Parkway, and Alameda Parkway, however, stabilization will alleviate the issue. The project will restore bank stability and floodplain function in the context of a constrained urbanized stream section.

This project adds to a growing corridor of stream and floodplain restoration projects that have been completed or are in planning and design phases in upper Mill Creek. Approximately 0.5RM upstream, 4,300 feet of Mill Creek was restored in 2016 for the Highland Park Golf Course Stream Restoration Project. A 1,200-foot stream restoration project directly downstream from the Highland Park Golf Course is currently in the design phase nearing construction, and circa 2000, a restoration and stabilization project was completed along the 1,000 foot stream segment immediately downstream from Northfield Road. The current project will tie-in to that work and stabilize the remaining segment of Mill Creek to Warrensville Center Road.

The designated project manager from the contracted Design/Build team will ensure inspections, schedules, permits as required, and field directed design modification (as needed) are effectively executed at the respective times appropriate; coordinating with the West Creek Conservancy Project Manager on all project milestones.

Existing Conditions:

The Mill Creek watershed covers approximately five square miles with approximately 48% impervious surface. The drainage area to the project reach is 2.5 square miles. The stream through most of the project area has incised and is actively eroding. Some vegetation within the project stretch creates stability, however the confined nature of the Mill Creek limits the effectiveness of this natural stabilization material.

The NEORSD performed a cursory geomorphic assessment and measured several of the eroding banks in 2019. They measured bankfull width at approximately 22 feet and bank height ratios around 4:1. NEORSD also estimated the sediment/nutrient load using Spreadsheet Tool for Estimating Pollutant Loads (STEPL, USEPA 2018). It is anticipated that the project would prevent approximately 95.8 tons of sediment from entering the stream annually along with approximately 95.8 pounds of Phosphorus and 191.6 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.

Restoration Elements:

The focus of this restoration project includes approximately 375 feet of floodplain bench excavation and streambank stabilization with limited in-stream work for rock toe stabilization. Elevating the channel invert could be a viable alternative to reduce the grading required to establish a floodplain bench. Minimal channel realignment would be necessary but could be explored during the design process. The intent is to double the flood prone width at a minimum and provide rock toe protection in two specific areas along the channel. Ultimate floodplain extents and stabilization are to be determined by the selected Design-Builder.

The proposed stream bank and floodplain bench excavation and stabilization will help to buffer against flashy flows. With the connection of the floodplain, stream velocities will slow during storm events and reduce overall stream energy. Native woody vegetation will be planted along the stream banks, floodplain, and riparian area to provide the stream with some much-needed shade, improve bank stability, and expand the riparian corridor. The restoration will also enhance the viewsheds in this residential public space and provide opportunities for public outreach and education to be managed by the Mill Creek Watershed Partnership.

Design/Construction Assumptions:

Assumptions may differ when the A/E makes final calculations. These bullet points are for planning purposes only. They are not to be used solely for the development of engineered plans and final specifications for construction.

- Stream dewatering will not be required for most of the floodplain bench work. Pump-around for in-stream work would last approximately 45 days pending flow conditions.

- Approximately 1,200 cubic yards (CY) of material would be excavated. Approximately 700 CY would be hauled-off and the remainder could be blended into the final site contours.

- Most excavated material is “clean” and could be beneficially reused.

- Any alternative that elevates the stream grade to reduce excavation (and haul-off) would not increase the construction cost.

- Any woody shrubs and trees cleared from the site may be used for floodplain habitat features or chipped and used as a base for haul roads, lay-down areas, or for temporary trails.

- Planting cost assumes native floodplain vegetation to be installed on new floodplain and in stabilization areas. The remainder of the park would be restored to turfgrass similar to the existing condition.

-Temporary construction easements and permanent preservation measures (environmental covenants or conservation easements) have been negotiated and funded by the Project Administrators at West Creek Conservancy.

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

Objective A To restore ±375 linear feet of eroding stream

Objective B- restore ±2 acres of floodplain riparian area

Mill Creek Stabilization and Floodplain Restoration at Patterson Parkway

Design shall commence **after awarding (June 30th, 2020) and Construction shall be completed by May 31st, 2021**.

Project Location: Lat, Long: 41°26'48.7"N 81°32'08.7"W

Access from Patterson Parkway (NW entrance) in Highland Hills, Ohio

Project Budget

WCC has established the following GMP for the project**: $300,000** (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 5 per proposal)

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.

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.

Budget Breakdown (please expand where necessary)	Item Cost
Design	$XXXXX
Permitting	$XXXXX
General Conditions (with breakdown if applicable)	$XXXXX
Construction Costs	$XXXXX
Contingency (5-10% Cost of Work)	$XXXXX
Total	$300,000.00

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. Teams may request voluntary pre-proposal site visits at the Project site between June 10th and June 15th. To schedule, please contact Peter at peter@westcreek.org. At the pre-proposal site visit, firms may ask questions regarding the Project. Attendance at a 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 the WCC scoring team 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".

i. 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 received by 5:00pm **June 26th, 2020**. Proposals received after will not be considered.

B. Submission. Submissions must be transmitted via an emailed copy (*emailed to* dschafer@westcreek.org **and** peter@westcreek.org) of the Proposal with the subject ***(Team Name)*** **Mill Creek Patterson Proposal 2020**. The file name should read the same.

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:

Page and Paragraph	Provision
	A) 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.
	(B) 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.
	(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
	(D) 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.
	(E) 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.
	(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.
	(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
	(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.