



Funk Bottoms West Restoration Project **DESIGN-BUILD PROJECT**

Funk Bottoms West Restoration Project **Wayne County, Ohio**

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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 April 2, 2024

Proposals Due May 3, 2024

West Creek Conservancy (West Creek) is a 501c3 non-profit land and watershed conservation organization. West Creek's mission is to enrich the lives of all people in Northeast Ohio by conserving natural habitats, restoring the ecological value of our region's lands and waters, and expanding opportunities to connect people from all cultures to experience nature and discover our great outdoors.

The Ohio Department of Natural Resources Division of Wildlife's mission is to **conserve and improve fish and wildlife resources** and their habitats for sustainable use and appreciation by all. The Division of Wildlife is a direct descendant of the Ohio Fish Commission, which was created by the General Assembly in 1873 to deal with declining fish populations in Ohio's inland lakes and streams. In 1949 the division was joined with other state conservation agencies under the mantle of the newly created Department of Natural Resources. By that time the original Fish Commission's duties had expanded to include law enforcement, fish and wildlife management, propagation, research, stream improvement, and pollution investigation. The job has continued to grow. In 1968 the division became responsible for enforcing Ohio's stream litter law. Its mission was broadened enormously in 1973 by the statutory addition of several hundred more species of wild animals to its care, and two years later by the legal mandate to identify, manage, and protect all endangered species in Ohio.

Land acquisition, harvest regulations, and licensing are fundamental tools in the management of Ohio's wildlife resources. The division manages or cooperates in managing over 750,000 acres of diverse wildlife lands throughout the state, plus more than 2 1/4 million acres of water. Based on biological data and public input, it issues regulations that supplement long-term statutes to protect wildlife and to provide the public with opportunities to benefit from wildlife for recreational, scientific, and other purposes. Division of Wildlife projects are carried out by a team of nearly 400 trained personnel. Funds from Ohio sportsmen and women provide 95 of every 100 dollars which pay for all these activities. The Division faces many challenges in the pursuit of its goal to ensure an

abundance of high quality wildlife experiences for today's Ohioans and for future generations.

West Creek is soliciting proposals to provide design and construction services for the Funk Bottoms West Restoration Project, located Wayne County, Ohio (herein after referred to as the 'Project').

West Creek is coordinating the Project with ODNR Division of Wildlife (herein after referred to as DOW). DOW is the underlying fee simple owner of the property. West Creek has entered into a Project Development Agreement with DOW in order to complete the acquisition and subsequent restoration of the property.

The proposal is to include ALL aspects, including without limitation, design, engineering, permitting, construction and vegetation installation/planting.

Proposals 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 Request for Proposals may result in the Proposal not being considered.

Funk Bottoms Wildlife Area Background

Per DOW website: Funk Bottoms Wildlife Area Background: This 1,536-acre wildlife area in northeastern Ohio is in portions of Wayne and Ashland counties. State Route 95, running east-west, goes through the middle of the area, from Blachleyville (east), through Funk and Lake Fork (west). The area lies in the glaciated central hills region of Ohio, with flat to moderately rolling topography. The vast majority of the wildlife area consists of seasonally flooded moist soil meadows and bottomland hardwoods.

History & Purpose: Purchase of land for Funk Bottoms Wildlife Area began in 1991. Additional land is being acquired as funds become available, and as landowners are willing to sell. The present acquisition plan is limited to property within the Muskingum Watershed Conservancy District (MWCD) flood easement. The Mohicanville "Dry" Dam was built in 1936, primarily for flood control. All land behind the dam, below an elevation of 963 feet, is under flood easement to the U.S. Army Corps of Engineers. This totals over 8,800 acres. The Division of Wildlife is acquiring land in this area because of the quality wetland habitat and associated wildlife species that are found here. This wildlife area is managed as a public use facility and features moist soil and shallow water habitat. The land is allowed to return to its natural wetland condition, with the approval of the appropriate agencies.

Wildlife: The creeks and permanent marshes on the area support mainly roughfish with small numbers of panfish. Mallard, wood duck, muskrat, raccoon, and cottontail rabbit are the principal game and furbearer species. Deer, pheasant, woodchuck, fox squirrel, Canada goose, and other furbearers are common. A great variety of nesting and migrant birds occur on the area. Of particular interest is the spring migration of waterfowl (23 species, including Tundra swans) and shorebirds (28 species). Several species of raptors can be found during migrations and overwintering. Bald eagles have been observed on the wildlife area. Nesting of the state endangered sandhill crane on the purchase unit was confirmed in 1988; this was the first recorded Ohio nesting of this species in more than 60

years. Sandhill nests have been confirmed here several times since. Sandhill cranes are a wetland dependent species.

The Project is located on an approximately 130-acre property (Referred to as Funk West and directly adjacent to the established Wildlife Area, currently under management by DOW) is located at 3005 Funk Road, Wooster, Ohio. The property was acquired/protected by West Creek in partnership with DOW and the H2Ohio Program.

Approximately 30 acres were/are active row-crop farm field adjacent to a thriving wetland complex.

The intent of the restoration is to convert this former farm field back into natural greenspace, with emphasis on reducing nutrient, phosphorous and sediment loading into the local water ways/wetlands and ensuring a thriving habitat for local wildlife.

Project Location:

3005 Funk Road, Wooster, Ohio, Wayne County, Ohio, designated as Wayne County PPN: 41-00002.00 and PPN 43-00050.000

Location map attached for reference.

1. *PROJECT DELIVERY*

The Project will be constructed using the "Design-Build" project delivery format. Once awarded, Design-Builder shall submit for its guaranteed maximum price ("GMP") as determined by West Creek. Payment will be made based on task-based intervals. 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 West Creek.

The Design-Builder shall work cooperatively with West Creek and DOW 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 West Creek, 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 West Creek for consistency with the design intent approved by West Creek.

The pre-construction and construction phase services of the Design-Builder shall be set forth in more detail in the Agreement between West Creek and Design-Builder. Necessary Permits aligning with the Project's goals will be procured by the A/E at the point of 30% design. The Design-Builder shall construct the Project pursuant to the construction documents and in accordance with West Creek's scheduling requirements.

General Description of Work

Restoration Elements:

- **Goal 1: To Crush/Decommission drain tiles as needed and expand naturalistic hydrology.**
 - To remove and daylight agricultural drain tile as needed
 - To remove/raze/remove old barn and silo (CDD removal)
- **Goal 2: Enhancement and restoration of approximately 30-40 acres of habitat, including wetland, meadow, wet meadow, upland buffer and forested habitat communities.**
 - Plant and treat as per the restoration elements

The main project benefits are to restore hydrology and the natural landform, enhance landscape connectivity, create localized habitat, restore native vegetation communities, and reduce nutrient loads to downstream water bodies. By removing the modifications that were put in place to improve the site for agricultural purposes, the opportunity for natural biological and chemical processes can be restored.

Reducing Nutrient Loads to Downstream Waterbodies – By restoring the natural hydrology, landform, and vegetation palette, opportunities are created to reduce nutrient loading to Jerome Fork and Muddy Fork.

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.

Assumptions:

- Balanced site grading (no haul-off) with minimal stockpiling or double-handling material.
- The existing fill does not contain hazardous, or deleterious materials that must be remediated, or removed from the site (no Recognized Environmental Conditions).
- 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 vegetation and seeding
- DOW to operate Project site/Property as a 'preserve' following restoration (e.g. consider park operation/maintenance/management and wildlife management in such Proposal)

Project Budget

West Creek has established the following GMP for the project: **\$321,000** (total project cost including all aforementioned restoration elements).

2. *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:

3. *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.

4. *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.

5. *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.

6. *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 Project; (2) communication plan with West Creek 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.

7. *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 **December 31, 2024**. This Project Timeline shall include: **Design tasks** (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 (build set)/ 60% Design meeting with checklist of completed prior tasks, **Build tasks** (6) Mobilization and Construction, (7) Final Walkthrough and checklist of tasks prior to demobilization. (8) Redline As-Built Plans/ updated SWMM model if applicable. This is understood to flux with elements out of the Design-Builder's control (e.g., permitting delays, inclement weather). Please expand upon the above as deemed 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 **(\$321,000)** and any recommendations on the use of such contingency and state it as a percentage of the total Cost of the Work.

Budget Breakdown Example (expansion as seen applicable by the team):

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

10. FIRM SELECTION

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

11. Pre-Proposal Site Visit. Teams may request voluntary pre-proposal site visits at the Project site. If you plan to make a site, please inform Derek Schafer dschafer@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. Site visits can be made with West Creek Staff at special request by contacting Derek as specified above.

12. Selection of Design-Builder. After initial internal review, West Creek will rank the firms based on evaluation of each firm's Proposal and negotiate the Design-Build Agreement with the firm whose Proposal the West Creek 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 West Creek 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.

13. BONDING REQUIREMENTS (2 CFR § 200.325 narrative in attachment)

14. 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 DOW 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 DOW. 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".

15. 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>)

16. ***INSTRUCTIONS FOR SUBMISSIONS***

17. ***Response Deadline.*** Proposals must be received by **May 3, 2024**. Proposals received after will not be considered.

18. ***Submission.*** Submissions must be transmitted via email to dschafer@westcreek.org with the subject (***Team Name***) **Funk West**. The file name should read the same.

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

At its discretion, West Creek 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 West Creek. Questions regarding interpretation of the content of this RFP must be directed to:

Derek Schafer- Executive Director; email: dschafer@westcreek.org

20. ***Funding Source Requirements***

This Project was made possible through a grant from the State of Ohio, Department of Natural Resources (the "ODNR"), acting by and through its Director. A copy of the "Grant Agreement" between the West Creek and ODNR is attached as Exhibit B. *Contractors should review the Grant Agreement as the Contractor awarded the Project will be required to agree to all terms and conditions set forth in the Grant Agreement.*

Attachment: A

VENDOR'S OBLIGATIONS

Contractor must analyze and respond to all articles of this RFP providing sufficient information to allow the West Creek to evaluate the Proposal. Contractor, by submitting its Proposal, agrees that any costs incurred by the Contractor in responding to this RFP are to be borne by the Contractor and may not be billed to West Creek.

Through this RFP, one Contractor will be selected to implement the design, engineering, construction and planting of the Funk West Restoration Project. West Creek shall select a Contractor in West Creek's sole discretion. West Creek reserves the right to reject any and all proposals for any reason and to pursue purchasing in a manner that is in the best interest of the organization and that is in compliance with the grant requirements that are financing the Project.

If a particular entity is chosen as an award winner and any additional costs are presented at the time of entering into a final agreement or Project implementation, West Creek reserves the right to reject that entity as the Contract winner and/or terminate any Project Contract with that entity, in West Creek's sole and absolute discretion.

DISPOSITION OF PROPOSALS

All material submitted in response to this RFP will become the property of West Creek and may be returned only at the option of West Creek and at the expense of the Contractor. West Creek reserves the right to retain a copy of any materials returned. Successful and unsuccessful Contractors will be notified in writing. West Creek shall not be obligated to detail any of the results of its evaluation.

CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

In order to eliminate any conflicts of interest or perceived conflicts of interest, it is necessary for each Contractor to disclose names and information in accordance with the attached Conflict of Interests Disclosure form. This relates to people who work, directly or indirectly, to respond to this RFP, as well as people who will do the resultant work if the Contractor receives the contract. The information will be kept confidential and given out only on a "need to know" basis.

The Contractor shall not voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

The Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43 and Executive Order No. 2007-01S (“Executive Order”). The Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will take any action inconsistent with such laws and/or the Executive Order. The Contractor understands that failure to comply with Ohio’s ethics and conflict of interest laws is, in itself, ground for termination of the Contract.

INSURANCE REQUIREMENTS

1. The Contractor shall provide West Creek with a Certification of Insurance verifying its limits for liability, property damage, and automobile insurance in an amount not less than One Million Dollars (\$1,000,000), per occurrence.
2. West Creek and DOW shall be specifically named as an “additional insured” on all policies covering work under this Contract. The required Certificate of Insurance shall show that West Creek and DOW has been added to the policies.
3. ALL insurance shall be endorsed so that it cannot be canceled in less than sixty (60) days.
4. The Contractor shall also meet any further insurance requirements set forth in the Contract and/or the Grant Agreement.

APPLICABLE STATE AND FEDERAL REQUIREMENTS

In the performance of the Project, Contractor shall comply with:

1. All applicable Ohio Governor Executive Orders; Federal, state and local laws, regulations (rules), assurances, and orders, whether or not specifically referenced herein.
2. Any and all terms and conditions of the Grant Agreement, attached as Exhibit B

DRUG FREE WORKPLACE

The Contractor agrees to comply with all applicable federal, state and local laws and/or requirements of the Grant Agreements regarding smoke-free and drug-free work places and shall ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

NONDISCRIMINATION

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, handicap, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, handicap, or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.

The Contractor agrees that the hiring of employees for the performance of work under this Agreement shall be done in accordance with Sections 125.111, 153.59, and 153.591 of the Ohio Revised Code.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees that it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices, and said Contractor shall comply promptly with all requests and directions from the state of Ohio or any of its officials and agencies in this regard, both before and during performance. All proposals and the Contract shall contain necessary requirements to implement these provisions.

OHIO ELECTIONS AND CAMPAIGN CONTRIBUTIONS LAW

In its Proposal, the Contractor shall certify that all applicable parties listed in ORC 3517.13(I)(3) or (J)(3) are in full compliance with ORC 3517.13(I)(1) and (J)(1).

NON-COMPLIANCE

Contractor's non-compliance with the non-discrimination requirements set forth herein shall be a basis for not awarding the Project to the Contractor and/or for termination of the Contract.

INDEPENDENT CONTRACTOR CAPACITY

The parties hereto agree that the Contractor, and any agents, employees, and/or subcontractors of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of Ohio, the Conservancy, partners and/or funding agencies. Nothing in this Agreement or the Contract shall be construed so as to create a partnership, joint venture, or other form of business entity or relationship between the parties.

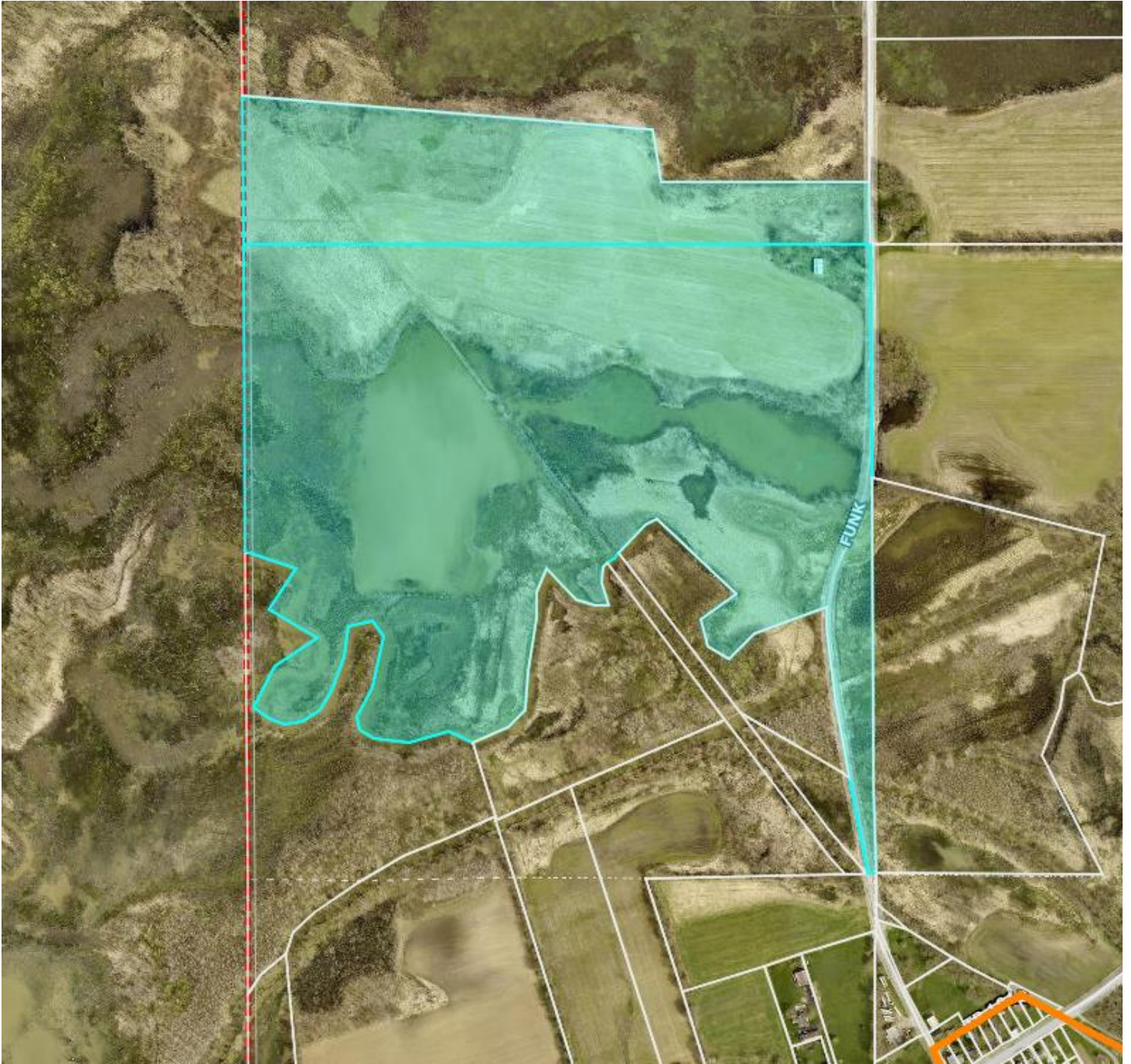
CONTINGENCIES TO AWARD OF CONTRACT

West Creek shall not be required to award a contract to any of the entities that submit a proposal in response to this RFP. West Creek shall, at West Creek's sole and absolute discretion, determine which entity, if any, shall receive the award. Reasons for non-award of this contract may include, but are not limited to, West Creek's dissatisfaction of the submitted proposals, insufficient interest from contractors, withdrawal of one or more of the grants described above that are being used to fund the Project, and/or inability of the Conservancy to get one or more permits necessary to complete the Project. The final award of the Project is conditional on Contractor executing a written Contract acceptable to the Conservancy, in its sole and absolute discretion. A draft Contract is attached to this RFP as Exhibit E. If the Contractor proposes changes to that form of Contract, such proposed changes should be submitted as part of its Proposal. West Creek reserves the right, in its sole and absolute discretion, to reject any and all changes proposed by any Contractor submitting a Proposal.

TRANSFER OF RECORDS

Data shall be collected and formatted in a manner consistent with common good engineering practices. All records (original tracings, maps, field sketches, lab reports, flow data, graphics originals, design calculations, electronic files including model input and output files, etc.) generated by the Project shall be the property of West Creek and shall be turned over to West Creek upon completion or as directed.

PROJECT AREA MAP



Property Address: 3005 S. Funk Road, Plain Township, Wayne County, Ohio
PPNs: 41-00002.000 27.0390 acres
43-00050.000 103.0280 acres
Total Acreage: 130.0670