



Brandywine Creek Preserve Restoration Project *Design, Engineering, Permitting*

Mailing Address
P.O. Box 347113
Cleveland, OH 44134
T: 216-749-3720
F: 216-749-3730

Office Location
7381 Camelot Drive
Parma, OH 44134

www.westcreek.org

Summit County, Ohio

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 August 27, 2026

Proposals Due September 30, 2026

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 Northern 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.

West Creek is soliciting proposals to provide design, engineering and permitting services for the Brandywine Creek Preserve Restoration Project, located in Summit County, Ohio (herein after referred to as the 'Project').

The proposal is to include the following:

- 90% design/engineering for the Brandywine Creek Restoration Project, to enable restoration of 5800LF of the mainstem, as well as associated floodplain and wetland complexes; as well as a management/operational plan and construction oversight process.
- such modeling, site assessments, and permit coordination with respective regulatory entities and local stakeholders (e.g. Summit County, Village of Boston Heights, Northfield Center Township).
- The Project will have milestones such as 30% and 60% design review, which enables the proper coordination needed for permitting the Project.
- The Project will create a basis by which to also model and monitor pre and post restoration conditions
- Creation of Quality Assurance Protection Plan (QAPP) required for design
- Biddable, fully permitted set of plans, specifications, and engineer's estimate for Brandywine Creek habitat restoration

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.

Project Area Background

Brandywine Creek Preserve is a 202-acre property in Summit County, in the Brandywine Creek HUC-12 within the Lower Cuyahoga River watershed. The property, owned by West Creek Conservancy, contains approx. 5,770 LF of Brandywine Creek, nearly 5,200 LF of headwater streams and a 133-acre wetland complex with 354 acre-feet of stormwater retention capacity.

The project is located within the Cuyahoga River Area of Concern (AOC); the proposed restoration project is included as a Management Action, contributing to the removal of Beneficial Use Impairments (BUIs) in the Cuyahoga AOC.

The project is also located in a designated Critical Area of the Brandywine Creek HUC-12, as identified in the Nine-Element Nonpoint Source Implementation Strategic Plan for the subwatershed. The entire reach of Brandywine Creek within the project area is vertically entrenched, disconnected from an active floodplain, and lacking sinuosity. Streambank heights average 6-8 feet throughout the reach due to downcutting. These morphologic impairments result in poor habitat and channel function, resulting in nonattainment of Warmwater Habitat water quality standards through most of the reach within the project area. Physical habitat in the segment of Brandywine Creek within the project area was evaluated using the QHEI, with five study reaches totaling approx. 1,500 LF assessed. Per the QHEI, Brandywine Creek received provisional designations of WWH (upstream most reach), Impaired WWH, and MWH (downstream most reaches) within the project area. The QHEI score decreased as the stream drained through the project area, declining from a score of 60.5 at the north end to a score of 39 at the south end. Two IBI studies of

Brandywine Creek in the project area resulted in narrative ratings of "Poor" and "Fair." The proposed Brandywine Creek Preserve Stream & Riparian Restoration Project will address these challenges, improving stream stability, reestablishing connectivity to a functional floodplain, reducing sedimentation, and improving aquatic habitat both within the project area and downstream. Improved hydrologic connectivity of the floodplain and wetland areas will reduce flow velocities and improve nutrient retention and sediment capture.

Removal of non-native monocultures and establishment of native woody riparian species will enhance habitat and support greater biodiversity while improving the ecological function of the riparian and floodplain wetland areas within the project area. Reintroduction of native fish species will support improvement in the quality and diversity of the fish population within the stream.

Collectively, the proposed restoration actions will address three BUIs in the Cuyahoga AOC: BUI 3 (Fish Populations), BUI 6 (Benthos) and BUI 14 (Loss of Fish Habitat).

Project Location:

PPN: PPNs 4001542, 4001541, 4001540; 1400403, 1400409; 1300899

Location:

HUC	Lat/Long
041100020404	41.2703, -81.4965

***Location map attached for reference.

1. *PROJECT DELIVERY.*

Once awarded, the contractor hereinafter ‘Designer’ 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 Designer’s Contingency for the Work, Staffing Cost, General Conditions Cost, Designer’s overhead and profit (i.e., fee). Any work to be self-performed by the Designer shall be pre-approved by West Creek.

The Designer shall work cooperatively with West Creek 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 Designer shall produce the detailed design development documents and the construction documents.

Final Documentation shall include:

- 90% design/engineering for the Brandywine Creek Restoration Project, to enable restoration of 5800LF of the maintstem, as well as associated floodplain and wetland complexes; as well as a management/operational plan and construction oversight process.
- such modeling, site assessments, and permit coordination with respective regulatory entities and local stakeholders (e.g. Summit County, Village of Boston Heights, Northfield Center Township).
- The Project will have milestones such as 30% and 60% design review, which enables the proper coordination needed for permitting the Project.
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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
- West Creek to operate Project site/Property as a 'preserve' following restoration (e.g. consider park operation/maintenance/management, access and wildlife management in such Proposal)

Project Budget

West Creek has established the following GMP for the project: **\$360,000** (total project cost including all aforementioned design/engineering/permitting and planning elements).

2. REQUESTED SUBMISSIONS

Please keep submissions under 30 pages, not including resumes, 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.

B. 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.

C. Project Approach. Describe the firm's proposed Project-specific plan to deliver the expected 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; (4) confirmation of existing conditions and drawing clarity; (6) pre-construction phase administration; (7) quality control.

D. Project Timeline and Schedule of Project Milestones. Design a Project Timeline that shows confident execution, with start and end dates of each task, of the Project

before the Project End Date **June 30, 2027**. 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, by **March 31, 2027**; (7) Complete full-biddable construction plans for restoration complete, by **June 30, 2027**; All permits in hand. (8) Redline As-Built Plans/ updated SWMM model if applicable. This is understood to flux with elements out of the Designer's control (e.g., permitting delays, inclement weather). Please expand upon the above as deemed applicable.

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

3. *FIRM SELECTION*

The Designer 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. 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.

B. Selection of Designer. After initial internal review, West Creek will rank the firms based on evaluation of each firm's Proposal and negotiate the Project Development Agreement (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 Designer and West Creek mutually understand the essential requirements involved in providing the required services; (2) ensuring that the Designer will be able to provide the necessary personnel, equipment, and facilities to perform the services within the time required by the 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.

4. INSTRUCTIONS FOR SUBMISSIONS

A. Response Deadline. Proposals must be received by **September 30, 2026**. Proposals received after will not be considered.

B. Submission. Submissions must be transmitted via email to dschafer@westcreek.org with the subject **(Team Name) Brandywine Preserve**

C. 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

5. FUNDING SOURCE REQUIREMENTS

This Project was made possible through a grant from the Ohio Lake Erie Commission, (“OLEC”), acting by and through its Director, and USEPA. A copy of the “Grant Agreement” between the West Creek and OLEC is attached as Exhibit B. Designer *should review the Grant Agreement as the Designer awarded the Project will be required to agree to all terms and conditions set forth in the Grant Agreement.*

Additional funding has also been provided by the Ohio Lake Erie Commission and ODNR’s H2Ohio Program.

Attachment: A

DESIGNER OBLIGATIONS

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

Through this RFP, one Designer will be selected to implement the design, engineering, construction and planting of the Brandywine Creek Restoration Project. West Creek shall select a Designer 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 Designer. West Creek reserves the right to retain a copy of any materials returned. Successful Designer 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 Designer 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 Designer receives the contract. The information will be kept confidential and given out only on a “need to know” basis.

The Designer 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 Designer 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 Designer further represents, warrants, and certifies that neither Designer nor any of its employees will take any action inconsistent with such laws and/or the Executive Order. The Designer 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 Designer 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 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 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 Designer shall also meet any further insurance requirements set forth in the Contract and/or any Grant Agreements associated with funding for this project.

APPLICABLE STATE AND FEDERAL REQUIREMENTS

In the performance of the Project, Designer 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 Designer 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 Designer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, handicap, or disability. The Designer 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, transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Designer 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 Designer 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 Designer 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 Designer 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 Designer 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

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

INDEPENDENT CONTRACTOR CAPACITY

The parties hereto agree that the Designer, and any agents, employees, and/or subcontractors of the Designer, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of Ohio, West Creek 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 West Creek to get one or more permits necessary to complete the Project. The final award of the Project is conditional on Designer executing a written Contract acceptable to West Creek Conservancy, in its sole and absolute discretion. A draft Contract is attached to this RFP as Exhibit E. If the Designer 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 Designer 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.

