



REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES

Chagrin River Headwaters Restoration Project

Chagrin River Watershed Partners

**Issued November 8, 2022
Proposals are due December 12, 2022**

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SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

On behalf of the Western Reserve Land Conservancy (the Land Conservancy), Chagrin River Watershed Partners (CRWP) is seeking a Design-Build Contractor Team (Contractor) to complete design and construction of a stream restoration project at a tributary to the mainstem of the Chagrin River in the Village of Hunting Valley (the “Project”). This design-build Project is funded through a H2Ohio grant through the Ohio Department of Natural Resources (ODNR). This contract will include assistance to CRWP and coordination with its major project partners: Western Reserve Land Conservancy and the private landowner.

The Contractor shall furnish all necessary drawings, plans, labor, equipment, and construction oversight services to complete the Project. The Contractor will be responsible for providing all information and for securing, on behalf of CRWP, all necessary local, state, and federal permits for the Project. This includes all required surveying and data collection to prepare and submit permit applications and payment of all required fees to obtain permit or agency authorizations to proceed. No work shall commence until the permits are secured.

The total maximum cost/price for performance under this contract is \$276,782.90. This maximum amount of \$276,782.90 shall not be exceeded under any circumstances. All proposals shall include the total amount necessary for completion of the Project including any contingencies. The proposal shall include an itemization of the cost of materials, labor and any additional cost the Contractor deems necessary.

Candidates may propose alternate and/or complementary work to complete the Project while meeting the Project deliverables. Please contact CRWP Sr. Project Manager, Laura Bonnell at lbonnell@crwp.org with questions by November 23, 2022 at 4:00 PM local time.

SECTION B: DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

I. Background

The Project site is located in the Village of Hunting Valley in Cuyahoga County. The Project area consists of 74.5 acres of upland forest habitat transected by 11,400 feet of Class A headwater streams that converge into a single tributary that flows through a culvert under Chagrin River Road, makes two abrupt 90-degree turns, and runs approximately 1,500 feet through a channelized ditch along agricultural land before entering the Chagrin River. The steep topography and flashy hydrology of the area highlight the need to restore the stream to a more natural and sinuous form to sequester nutrients and to allow for sediment to drop out of the water column before entering the Chagrin River. Project deliverables will include two possible options: adding sinuosity to the tributary and buffering it with a forested floodplain or using the downward slope to filter water through a terraced wetland complex



(See Exhibit C, Addendum 1 and 2 – Options A and B). Either strategy is well suited to sequester nutrients and trap sediment from surface runoff. The selected design-build consultant will determine the best nutrient/sediment reduction strategy for this particular area.

The Project also includes riparian enhancement (native trees and shrubs) along the main stem of the Chagrin River, 150 feet from the river's edge, including planting at least 350 native hardwood trees to expand the natural buffer (currently agricultural), trap nutrients, and provide a more shaded environment to the Chagrin River. Over 71 miles of the Chagrin River is designated as a State Scenic River, and the floodplain enhancement will provide multiple benefits for water quality, view shed protection, and recreational use. Lastly, the Project will include crushing and removing debris related to a decommissioned septic system located in the Project area.

Partners

Chagrin River Watershed Partners (CRWP) is a nonprofit organization that helps communities and watershed groups in the Central Lake Erie Basin solve flooding, erosion, and water quality problems. This project is a partnership between the Land Conservancy and CRWP. Stream/wetland restoration and floodplain expansion will occur on a single parcel (Parcel # 881-33-007) owned by private landowner, Peter Drago.

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

I. Overview

Through this Request for Proposals ("RFP"), CRWP will select a Contractor to provide recommendations, designs and restoration specifications, permitting and permit compliance including monitoring and reporting, and construction for the Project. The selected Contractor will complete a restoration design, be responsible for preparing, filing, paying all required fees for and obtaining all necessary local, state, and federal permits, certifications, and authorizations, and complete construction of the Project. The selected Contractor will complete construction of the project and provide As-Built plans. The selected Contractor shall be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal to CRWP of all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable. A summary of the Contractor scope of services and proposed schedule are as follows:

II. Contractor Scope of Services

- A. This Request for Proposals, the Consultant proposal, and the Land Conservancy's Grant Agreement with ODNR (Exhibit B) shall be incorporated as part of CRWP's contract with the Contractor.
- B. Provide plans, restoration specifications, and complete construction of the following in accordance with the Scope of Work included within Exhibit C to this RFP:
 1. Restore 1,500 linear feet of channelized tributary by either adding sinuosity to the tributary or using the downward slope to filter water through a terraced wetland complex.

2. Expand the floodplain buffer to approximately two (2) acres of forested floodplain along 630 linear feet of Chagrin River frontage to 150 feet from the river's edge, and plant at least 400 native plant species and hardwood trees to expand the natural buffer, trap nutrients, and provide a more shaded environment to the Chagrin River.
 3. Crush and remove debris from a recently decommissioned septic system in the Project area.
- C. Contractor must lead a Project kick-off meeting, a minimum of two plan review meetings and one on-site plan-in-hand meeting, and weekly or bi-weekly on-site construction meetings.
 - D. Contractor must provide 30%, 60%, and final plan submittals. The final plans must be stamped and certified by a professional engineer licensed in the state of Ohio with experience in stream and wetland restoration. Plan revisions must address comments from CRWP, the Land Conservancy, the private landowner, and regulatory agencies.
 - E. Any stream and wetland mitigation required will be completed on site and included as a part of this design/build project. Bidders shall indicate whether they anticipate any mitigation to be required and their plans for addressing those requirements.
 - F. Disturbance to existing native trees shall be minimized in accessing the site.
 - G. Any areas disturbed to access the Project Site, including roadways/right of ways and private property must be restored to former condition at the close of this Project at the Contractor's expense. Contractor must obtain photographs and video of the approach roads within Project limits and submit copies to CRWP prior to the commencement of construction. Contractor must also obtain photographs and video of the approach roads within Project limits and submit copies to CRWP at the conclusion of the Project.
 - H. The contractor will be responsible for providing all information and for securing, on behalf of CRWP, all necessary local, state and federal permits, certifications, and authorizations for the project. This includes all required surveying and data collection to prepare and submit permit applications and payment of all required fees to obtain permit or agency authorizations to proceed. No work shall be commenced until the permits are secured. Requirements include but are not limited to permits required by the U.S. Army Corps of Engineers, Ohio Environmental Protection Agency, the Ohio State Historic Preservation Office, and the Village of Hunting Valley. Coordination with the Ohio Department of Transportation, in coordination with Village of Hunting Valley may also be required.
 - I. Provide and execute a Stormwater Pollution Prevention Plan (SWP3) for the Project. Erosion and sediment discharge must be controlled throughout the construction process in accordance with the Ohio EPA construction general permit and local erosion and sediment control regulations of the Village of Hunting Valley.
 - J. The Contractor will prepare a one-page project summary document for CRWP's and the Land Conservancy's website.
 - K. Project design shall include provisions for protecting water quality and stream integrity as much as possible during construction.
 - L. If necessary, a floodplain development permit shall be obtained from the Village of Hunting Valley. Floodplain development permit applications shall comply with all federal and state statutes, and local laws, rules and ordinances.
 - M. All work shall be performed in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws.

- N. The Contractor shall make no use of the Project Site other than between the hours of 8:00 AM and 5:00 PM, Cleveland, Ohio time, Monday through Saturday (national holidays excluded); provided, however, that Contractor shall be permitted to leave stored equipment and materials within agreed upon areas at the Project Site at other times. Nothing in this section shall be construed to exempt Contractor or the Project from the Village's ordinances related to noise or other nuisances.
- O. Contractor shall install a temporary construction fence surrounding work areas at the Project Site and maintain such fence in good and sightly condition during construction.
- P. The Contractor is responsible for maintaining safe traffic flow near the project site during construction and necessary traffic signage during construction.
- Q. Contractor must provide a two-year warranty on plant materials installed through this Project, ensuring 75% survival of all live stake plantings and 90% survival for all other plant material. Plant materials shall be replaced by the warranty if more than 25% of the plant is dead, diseased, or dying.
 - 1. "Warranty Period" means a period of two (2) years from the Final Completion Date of the entire Work (or a specific part of the Work) or the longer periods of time as may be required by specific warranties contained in the Construction Agreement, provided by manufacturers or suppliers, or as otherwise stated in any Certificate of Final Completion, during which the Contractor, at its sole cost and expense, shall remove or correct all Work performed by Contractor under the Contract Documents, which CRWP deems to be defective in material or workmanship or not in conformance with the Contract Documents.
 - 2. Contractor warrants to the CRWP that all materials and equipment furnished shall be new and unused, unless otherwise specified in the Contract Documents, and that the Work will be free from faults and defects and in conformance with the Design Documents, Contract Documents, and all applicable laws or regulations. Contractor agrees, at its sole cost and expense, to remove or correct all Work performed by it under the Contract Documents, which CRWP deems to be defective or not in conformance with the Design Documents, Contract Documents, or applicable laws or regulations during the Warranty Period. Contractor also agrees during the Warranty Period to remove or correct any portions of the Work that may be damaged or destroyed by such defective Work or by the removal or correction of such defective Work. CRWP shall approve the Work performed during the Warranty Period and, if the Work is unacceptable, the Warranty Period shall be extended until the Work is acceptable to CRWP. Upon request by CRWP, the contractor and CRWP shall jointly inspect the Work during the eighteenth to twenty-fourth month following the Date of Final Completion to identify and investigate any defective or non-conforming Work covered during the Warranty Period. Contractor's warranty excludes remedy for normal wear and tear and normal usage.
 - 3. If Contractor does not fully perform its obligations under the Warranty provisions within a reasonable time following written notice by CRWP to Contractor then, in addition to, and not in lieu of any other right or remedy available to CRWP under the Construction Agreement or at law, CRWP may perform or cause such obligations to be performed at the sole cost and expense of Contractor.
 - 4. Nothing contained in the Warranty provision will be construed to establish a period of limitation with respect to any other obligation which Contractor might

have under the Construction Agreement or related Contract Documents. The Warranty Period relates only to the obligation of the Contractor to correct the Work following Final Completion of the Project.

- R. Contractor shall be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal to CRWP of all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable.
- S. All materials, reports, surveys, delineations, plans, etc. will be available to CRWP and the Land Conservancy to use for educational materials, signage, grant documentation and reporting, and permitting.
- T. The Contractor shall be solely responsible for obtaining all data and information sources utilized in design and construction of this Project.
- U. Each part or detail of work shall be subject to inspection by CRWP and its partners.
- V. As-built construction plans shall be provided to CRWP upon completion of the Project. Red-line as-built construction plans are acceptable to meet this requirement.
- W. Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.
- X. Planting is encouraged in spring or fall to promote plant survival. If summer planting is necessary, the contractor will be responsible for any watering needs at no additional cost to CRWP.

III. Schedule

November 8, 2022: Request for Proposals released.

November 17, 2022: Optional pre-proposal meeting at project site at 9:00 AM. Inclement weather backup date will be November 21 at 9:00 AM. Please RSVP for the optional pre-bid meeting by Tuesday, November 15, 2022; contact Laura Bonnell at lbonnell@crwp.org.

November 23, 2022: Questions pertaining to this Request for Proposals must be submitted by 4:00 PM and directed to Laura Bonnell (lbonnell@crwp.org) via email only.

November 30, 2022: A Question and Answer document will be shared with all recipients of the Request for Proposals.

December 12, 2022: Proposals must be submitted electronically to Laura Bonnell (lbonnell@crwp.org) by 4:00 pm (local time).

CRWP may choose to conduct team interviews of highest-ranking teams. These interviews may be conducted virtually.

All anticipated timeframes below are subject to change:

December 2022: Anticipated date for CRWP to award contract (date TBD).

**December 2022 –
July 2023:** Complete Project design and permitting.

**April 2023 –
December 2023:** Complete stream and floodplain restoration and planting.

December 31, 2023: Any additional planting/seeding to be completed. All work under this contract, including invoices, must be completed and delivered to CRWP.

SECTION D: APPLICABLE STATE, FEDERAL, AND OTHER REQUIREMENTS

I. Overview

For the purpose of Section D, the selected Contractor shall be referred to as “Subgrantee.” The subgrantee must comply with the following conditions and all conditions within the H2Ohio Grant Agreement with the Land Conservancy (“Grant Agreement”) (Exhibit B).

II. Bonding Requirements

All bidders must submit a bid guarantee equivalent to 5% of the bid price. The successful bidder shall be required to furnish a bond 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; 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/CFR-2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf>). A labor and material bond shall also be required.

In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense, a two-year maintenance bond, in the amount of twenty-five percent (25%) of the Construction Agreement. The term of the bond shall begin on the date of final acceptance of the Project and shall guarantee the Work on the Project will remain in good condition for and during the entire two-year period of guarantee which shall include, among other things, all permanent in-stream, wetland, or erosion control structures and plant materials installed at the Project. If at any time before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the Contractor, as determined by CRWP, the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, CRWP reserves the right to make such corrections at the expense of the Contractor or bonding company.

III. Compliance with State and Federal Grant Agreement Requirements

In the performance of the duties and obligations under the Grant Agreement, Subgrantee shall comply with all applicable:

- A. Ohio Governor Executive Orders;
- B. Federal, state and local laws, regulations (rules), assurances, orders, and Ohio Department of Commerce Prevailing Wage Guidelines, regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto; and
- C. Federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.

The Subgrantee and sub Subgrantees shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- F. Requiring that sub Subgrantees, if subcontracts are to be let, take the affirmative steps listed in this Paragraph;
- G. Pursuant to Executive Order No. 2008-12S, Subgrantee and sub Subgrantees, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Grant Agreement; and
- H. Pursuant to Executive Order No. 2008-13S, Subgrantee and sub Subgrantees, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth and Equity ("EDGE") program vendors. EDGE program guidance may be viewed online at <http://das.ohio.gov/Divisions/EqualOpportunity.aspx>. The list of State-certified MBE and EDGE businesses may be found by accessing the following websites: <https://eodreporting.oit.ohio.gov//searchMBE.aspx> <https://eodreporting.oit.ohio.gov//searchEDGE.aspx>

IV. Nondiscrimination

The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, handicap, or disability. The Subgrantee 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 Subgrantee 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 Subgrantee agrees that the hiring of employees for the performance of work under this Grant Agreement shall be done in accordance with Sections 125.111, 153.59, and 153.591 of the Ohio Revised Code.

V. Equal Employment Opportunity

The Subgrantee 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 Subgrantee 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 bidding and contract documents shall contain necessary requirements to implement these provisions.

VI. Non-Compliance

In the event of the Subgrantee's non-compliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part.

VII. Prevailing Wage Requirement

As required by Chapter 4115 of the Ohio Revised Code, where applicable, the Subgrantee shall require that all subcontractors pay the prevailing wage rate of the locality, as determined by the Ohio Department of Commerce, on all work performed on this Project. The subcontractor shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code including making the required reports to the Prevailing Wage Coordinator.

VIII. Independent Capacity of Subgrantee

The parties hereto agree that the Subgrantee, and any agents and employees of the Subgrantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CRWP. Nothing in this Grant Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.

IX. Conflicts of Interest and Ethics Compliance

The Contractor shall not, prior to the completion of said work, 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 is knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. The Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

X. Liability

The Contractor agrees to indemnify and to hold CRWP and the Land Conservancy harmless and immune from any and all claims for injury or damages arising from this Grant Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Subgrantee, or joint venturers while acting under this Grant Agreement. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

XI. Certification Against Unresolved Findings for Recovery

Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under ORC 9.24. If this warranty is deemed to be false, any agreements with the selected Contractor shall be void *ab initio* and the Contractor shall immediately repay to CRWP any funds paid under the agreement.

XII. Subgrantee's Liability

The following attachments must be included by the Contractor at the time of the execution of this Contract; each being subject to the approval of the Solicitor:

The Contractor and its subcontractors engaged in the design and construction of the Project must provide a Certification of Insurance verifying its limits for bodily injury, including death resulting therefrom, public liability, employer's liability, property damage, personal injury, automobile insurance and advertising injury in an amount not less than \$1,000,000 per occurrence.

- A. CRWP and the Land Conservancy shall be endorsed as "additional insureds" on all policies covering work under this RFP.
- B. All insurance shall be endorsed so that it cannot be canceled with less than thirty (30) days written notice to CRWP.
- C. Worker's Compensation coverage as required by statute, covering all employees, lease workers, temporary workers and volunteer labor of CRWP and its Contractor or subcontractors. A copy of the Contractor's Workers' Compensation Certificate shall be submitted to CRWP.
- D. Employer's Liability coverage with limits of \$1,000,000.00 each employee, each accident; provided that in monopolistic states Stop Gap Coverage be maintained by endorsement to the Commercial General Liability Insurance, in lieu of Employer's Liability coverage.

XIII. Ohio Elections Law

The Subgrantee shall, as applicable to this Project, ensure that all subcontractors comply with the provisions of the Ohio Elections Law, Section 3517.13 of the Ohio Revised Code.

XIV. Drug Free Workplace

The Subgrantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to 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.

XV. Domestic Steel

If steel is used for this project, it shall be domestic steel pursuant to ORC 153.011

XVI. 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 CRWP and shall be turned over to CRWP upon completion or as directed.

XVII. Laws of Professional Design

Contractor will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect or landscape architect.

XVIII. Restricted Communications

It is the policy of CRWP to avoid situations which (1) place it in a position where its judgment may be biased; (2) create an appearance of conflict of interest with respect to rendering an impartial, fair, technically sound, and objective decision prior to selection; or (3) give an unfair competitive advantage to competing Contractors. Therefore, to ensure an ethical RFP process, bidders will not be able to submit questions or otherwise communicate with CRWP after the date listed in Section E.2 below. Contractor understands and agrees that it has a duty to inquire about and clarify any RFP questions that the Contractor does not fully understand or believes may be interpreted in more than one way. Contractor may only submit questions regarding this RFP to CRWP via email listed in Section E.2 by November 23, 2022. No phone calls, please.

SECTION E. INSTRUCTIONS TO OFFERERS

I. Proposal Format

In responding to this RFP, please submit a proposal addressing the following items:

- A. Description of Contractor's Understanding of the Project.
- B. Proposed Project Manager, Project Team, and Organizational Chart
- C. Project Approach
- D. Description of Services to be Performed.
- E. Assumptions and Expectations.
- F. Task Pricing Schedule as set forth in Exhibit A. Contractor may adjust format of Task Pricing Schedule as needed to provide as much detail as possible regarding quantity of materials and breakdown of other costs to complete the Project.
- G. Proposed Project schedule identifying milestones, deliverables, and key coordination meetings. Include current workload and schedule of proposed Project in consideration of that workload.



- H. One page description for each of the top 3 most relevant projects the Contractor has completed in the past.
- I. Resumes of Project Team Members
- J. 3 References

Proposals should be no more than 40 pages including project descriptions and resumes.

II. Selection and Award Process

The selection process will involve screening of submitted proposals and may also involve interviews. CRWP will select a Contractor on the basis of Contractor qualifications, price, understanding of the scope of services, and level of services to be provided. CRWP reserves the right to not award a contract under this proposal. Any contract awarded under this invitation will be financed through ODNR's H2Ohio grant program.

An optional pre-bid meeting will be held on **November 17, 2022** at 9:00 AM at the project site (2710 Chagrin River Road, Hunting Valley, OH 44022) to discuss the Project and tour the Project Site. The inclement weather backup date will be **November 21, 2022** at 9:00 AM. Please RSVP for the optional pre-bid meeting by **November 15, 2022**; contact Laura Bonnell at lbonnell@crwp.org or (440) 975-3870 ext. 1002. All visits and inspections of the site are at each Contractor's sole risk and, by their visit to the site, each such Contractor releases CRWP and the Land Conservancy from any injuries, illness, liability, or expenses incurred as a result of, or arising out of the site visit.

If interested, please submit an electronic-only version of your submittal via email to Laura Bonnell (lbonnell@crwp.org) by **4:00 pm** local time on **December 12, 2022**. Any proposals received after this time and date will not be accepted. Large file size proposals may be submitted via email using a file sharing service, if needed.

CRWP expects to award the contract by **December 31, 2022**. Work will commence after successful execution of a contract for services between the Contractor and CRWP and contract approval by ODNR. All work under this contract, including invoices, must be completed and delivered to CRWP by **December 31, 2023**. CRWP reserves the right to waive any informalities or minor irregularities, and reject any and all statements that are incomplete, conditional or obscure. CRWP reserves the right to obtain financial data or other supplemental information concerning the bidders, if relevant. CRWP will accept the proposal deemed most advantageous and in the best interest of CRWP.

Questions should be directed to Laura Bonnell via email only at lbonnell@crwp.org by **November 23, 2022** at 4:00 PM local time.

Exhibits



Exhibit A: Task Pricing Schedule

Chagrin River Watershed Partners Chagrin River Headwaters Restoration Project TASK PRICING SCHEDULE							
Item No.	Description	QTY	Unit	Unit Price		Total Unit Cost	Total Cost
				Labor	Material		
1	SITE ASSESSMENT	1	LS				
2	DESIGN	1	LS				
3	PERMIT PREPARATION AND SUBMITTAL, PERMIT MONITORING, AND REPORTING	1	LS				
4	SITE PREPARATION	1	LS				
5	STREAMBANK STABILIZATION AND CHANNEL RESTORATION/WETLAND CREATION (TRIBUTARY TO CHAGRIN RIVER)	1,500	LF				
6	RIPARIAN PLANTINGS	2	AC				
7	UTILITY ALLOWANCE	1	LS				
TOTAL CONTRACT BID PRICE ITEMS 1 THROUGH 11							
<p>AMOUNTS SHALL BE SHOWN IN FIGURES. THE TOTAL CONTRACT BID PRICE AS LISTED ABOVE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. IF THERE IS A DISCREPANCY, BETWEEN THE TOTAL UNIT COST AND THE TOTAL COST BID ON ANY ITEM, MATHEMATICAL MISTAKES WILL BE RESOLVED BY MULTIPLYING THE SUM OF THE INDIVIDUAL UNIT PRICES GIVEN FOR LABOR AND MATERIAL TIMES THE ESTIMATED QUANTITY FOR EACH BID ITEM. THE TOTAL SUM OF THE INDIVIDUAL ITEMS SHALL GOVERN.</p> <p>THE BIDDER AGREES TO THE FOLLOWING CONTRACT TERMS:</p> <ul style="list-style-type: none"> • COMPLETION DATE: THIS PROJECT MUST BE COMPLETE NO LATER DECEMBER 31, 2023. • LIQUIDATED DAMAGES: \$500.00 FOR EACH DAY BEYOND DECEMBER 31, 2023. • FUNDING AND CLOSEOUT PAPERWORK: DECEMBER 31, 2023. 							
NAME OF BIDDER: _____				DATE: _____			
SIGNATURE OF BIDDER: _____				_____			



Exhibit B: H2Ohio Grant Agreement between Ohio Department of Natural Resources and Western Reserve Land Conservancy



Exhibit C: Chagrin River Headwaters Restoration Project Scope of Work