



**EAST BRANCH OF EUCLID CREEK RESTORATION
AT THE WILLOUGHBY-EASTLAKE SCHOOL OF INNOVATION**

**Request for Qualifications
(Design-Build Services)**

April 13, 2018

Statement of Qualifications must be received by 4:00 pm (local time) on May 4, 2018

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ATTACHMENTS

- A. Ohio Environmental Protection Agency Clean Water Act Section 319(h) Grant Application
- B. Project Location Map
- C. Project Concept Plan
- D. Draft Contract
- E. References Sheet

SECTION A: NOTICE TO DESIGN-BUILD TEAMS

Cuyahoga Soil & Water Conservation District (SWCD) is seeking a Design-Build Contractor Team (Contractor) to complete design and construction of a stream restoration project for East Branch of Euclid Creek at the Willoughby-Eastlake School of Innovation (Project). This design-build project is funded through a United States Environmental Protection Agency (US EPA) Section 319(h) Nonpoint Source Project Grant (319 Grant) through the Ohio Environmental Protection Agency (Ohio EPA), with local match contributions from the Northeast Ohio Regional Sewer District Stormwater Program and the City of Willoughby Hills' Stormwater Program through Lake County.

The Contractor shall furnish all necessary drawings, plans, labor, equipment, and construction services to complete the project. The Contractor will be responsible for providing all information and for securing, on behalf of the SWCD, all necessary local, state and federal permits for the project. No work shall be commenced until the permits are secured.

The total maximum cost/price for performance under this contract is \$235,375. This maximum amount of \$235,375 shall not be exceeded under any circumstances unless written authorization is obtained from the District and the SWCD.

Candidates may provide discussion and comment on alternative approaches to achieve the restoration objectives identified for the site, and to propose alternate and/or complimentary tasks to complete the project more economically. Please contact the SWCD Program Manager Jared Bartley at 216-524-6580 (Ext. 1003) or jbartley@cuyahogawcd.org with questions.

Statement of Qualifications will be received at the Cuyahoga Soil & Water Conservation District, 3311 Perkins Ave., Suite 100, Cleveland, Ohio 44114 until **4:00 pm (local time), May 4, 2018** for the stream restoration project for *East Branch of Euclid Creek at the Willoughby-Eastlake School of Innovation*.

SECTION B: BACKGROUND DESCRIPTION AND CONCEPTUAL PLAN

BACKGROUND

The Euclid Creek watershed encompasses 24 square miles in 11 communities in northeastern Cuyahoga County and a portion of Lake County and is home to an estimated 60,000 people. The watershed has largely been developed over the past 150 years and although nearly 85% developed, the watershed continues to be threatened by development. Euclid Creek is a direct headwater tributary to Lake Erie and a part of the Cuyahoga River Area of Concern (AOC). As part of the AOC, this project will target the following Beneficial Use Impairments (BUIs): (1) Degradation of Fish Populations, (2) Degradation of Benthos and (3) Loss of Fish & Wildlife Habitat.

The site is located in the Euclid Creek Watershed along the East Branch of the Euclid Creek, near its headwaters in the City of Willoughby Hills in Lake County (see **Attachment B**). The Project area is on Willoughby-Eastlake Board of Education property directly behind the Willoughby-Eastlake School of Innovation. The East Branch watershed draining into the study area is approximately 1.43 square miles. According to the Ohio Environmental Protection Agency's most recent monitoring (draft results), this reach of the creek has slipped from partial attainment (based on year 2000 data in the approved Euclid Creek Total Maximum Daily Load Report, TMDL) to non-attainment status (based on year 2015 OEPA monitoring data).

PROJECT DESCRIPTION

The Project involves the restoration of two streams that confluence within the project site. One reach begins at the fence at the western edge of Route 271 and extends almost 500 linear feet downstream to the utility right-of-way culvert. And the other reach contains just over 200 linear feet of a headwater tributary that also exits a culvert under Route 271. Along the western edge of the project site runs a large CEI utility corridor, and just to the north of the project site running east-west lies a sewer line easement that is cleared for maintenance crews and past utility work – both corridors could provide access for construction vehicles during the project. Within the reaches to be restored there are areas of bank erosion, channel incision (downcutting), invasive species, undersized culverts and, due to the entrenched condition, the absence of a functioning riparian floodplain.

To address the existing issues, the Conceptual Plan (see **Attachment C**) shows rehabilitated streams by raising the stream invert through the introduction of cobble riffle structures and grading a floodplain bench within several less vegetated areas. One of the main priorities is the replacement of the existing undersized utility right-of-way culvert with either an open bottom culvert, partially buried culvert with substrate in the bottom, or, if allowable, a low ford riffle crossing. This concept also shows the re-establishment of native riparian woody vegetation along the floodplain where grading is to occur.

Beyond the stream channel corridor, the upper slopes and vernal pools would be augmented with supplemental native riparian forest plantings. The installed vegetation would consist of a mix of overstory trees, understory trees and shrubs, and herbaceous material. Invasive species would be eradicated and replaced with native woody vegetation where utility line regulations allow, otherwise with native herbaceous plant material. A wetland would also be created within the floodplain between the two streams.

The purpose of this Project is to stabilize the eroding banks thus reducing downstream sedimentation, stabilize the stream bed, improve in-stream and riparian habitat, and reconnect the streams to their floodplain.

The Conceptual Plan developed by Biohabitats (see **Attachment C**) calls for the following:

1. Supplement existing forest with native plantings and treat invasive species
2. Stabilize streambanks with bioengineering
3. Create a riffle ford crossing or culvert replacement for utility vehicle access
4. Create instream habitat by installing riffle complexes
5. Evaluate low floodplain bench to increase storage and stabilize streambanks
6. Create floodplain wetlands and enhance with large woody debris

PROJECT GOAL

Raise the existing QHEI score of 46 to 55 within five years, after the restoration is completed, to meet warmwater habitat criteria. The increase in QHEI score will be achieved primarily through improvements in the Substrate and Instream Cover metrics, combined with smaller improvements in the other metrics. This will be accomplished through the following:

1. Restoring 990 linear feet of floodplain and 700 linear feet of stream channel
2. Adding in-stream structures such as log vanes, root wads and/or rock riffles to control grade and enhance habitat along the project reach
3. Restoring 50 linear feet of natural stream flow in the culverted stream area
4. Regrading and stabilizing 1,600 linear feet streambank (two banks) using native plants and bioengineering techniques
5. Eradicating 0.6 acres of invasive plants and restore with native species
6. Enhancing 3.3 acres of existing riparian forest
7. Converting 0.8 acres of existing degraded forest to native floodplain shrub land and native riparian forest
8. Creating ~0.1 acres of wetland and enhance with large woody debris

SECTION C: QUALIFICATIONS, SCOPE OF SERVICES AND SCHEDULE

Through this Request for Qualifications (RFQ), the SWCD will select most qualified Contractor to provide recommendations, designs and restoration details, permitting and permit compliance including monitoring and reporting, and construction for the East Branch of Euclid Creek Restoration at the Willoughby-Eastlake School of Innovation. The selected Contractor will complete a restoration design, be responsible for preparing, filing and obtaining all necessary local, state and federal permits and certifications under the Clean Water Act, and complete construction of the project. The selected Contractor will complete construction of the project and provide As-Built plans. The Contractor is not responsible for pre-construction and post-construction monitoring. A summary of the Contractor scope of services and proposed schedule are as follows:

QUALIFICATIONS

Each Contractor who wishes to be considered for selection to perform this scope of services shall submit to the SWCD a concise description of:

1. *Project Approach.* The Contractor shall include a description of their management approach and technical approach for the proposed scope of services.
2. *Organization.* Include a description of the Contractor including information regarding its primary business, its background and history, its organizational structure, QA/QC program, and the number of employees. This section should contain any additional information about the firm that the Contractor feels will assist the SWCD in better understanding the qualifications of the firm.
3. *Personnel & References.* All Statement of Qualifications will include a list of the top three key employees to be assigned or employed on the Project by the Contractor. The resume of each such person shall be attached to the proposal (limit of 1 page each). The proposal shall identify the person who will be the primary day-to-day contact with SWCD and the following two alternate personnel to be assigned to the project. The SWCD requests that significant effort should focus on highlighting the key employees and their relevant qualifications and past experiences that will most likely be comparable to work as detailed in this RFQ. Client references shall be included (see the form in **Attachment E**).
4. *Abilities to perform the Scope of Services.* At a minimum, please demonstrate how your firm meets the following qualifications.
 - a. A minimum of five (5) years of professional Design/Build stream restoration experience with a minimum of five (5) Design/Build stream and wetland restoration project examples. Each project reference should include a short description of the scope of work, the engineering and construction budget amount, the actual final project cost, the timeframe required for completion, and any exceptional successes or challenges encountered during the duration of the project.
 - b. Detailed knowledge and ability to competently conduct stream classification evaluations utilizing appropriate methodologies
 - c. Experience coordinating with and obtaining required regulatory restoration permits from the United States Army Corps of Engineers (USACE), Ohio EPA, and local permitting authorities.
 - d. Demonstrated knowledge of stream hydrology and stream morphology.
5. *Capacity to Perform Work.* Provide a description of the Contractor's capacity to perform work requested the SWCD by describing the Contractor's current workload and the availability of the

staff to meet required schedules. Please describe the methods utilized to track work progress, budgets, and deadlines.

6. *Licensures and Other Documentation.* The Contractor shall provide professional licenses held by firm, certificate of current professional liability insurance and any associations of which you are a member.

SCOPE OF SERVICES

The Contractor shall:

1. Perform a topographic survey of the project site to establish a baseline for project stationing and all geometrics to be referenced. The Contractor shall locate critical elevations and establish a reference benchmark circuit for all construction. The Contractor shall locate all existing utilities, and all pertinent property, right-of-way, and existing easement lines. The survey shall include an appropriate number of stream channel cross-sections for both channels that will provide the necessary data needed to complete restoration design details. All elevations and horizontal coordinates are to be referenced to State Plane.
2. Meet the following restoration performance criteria:
 - a. 319 Grant Deliverables:
 - i. Restore 990 linear feet of floodplain
 - ii. Restore 700 linear feet of stream channel
 - iii. Install 5 in-stream habitat structures
 - iv. Restore 50 linear feet of natural stream flow in the culverted stream area
 - v. Regrade and/or relocate and stabilize 1,600 linear feet streambank (two banks) using native plants and bioengineering techniques
 - vi. Eradicate 0.6 acres of invasive plants and restore with native species
 - vii. Enhance 3.3 acres of existing riparian forest
 - viii. Convert 0.8 acres of existing degraded forest to native floodplain shrub land and native riparian forest
 - ix. Create 0.1 acres of wetland and enhance with large woody debris
 - x. Replace the existing culvert
 - xi. Reconnect streams with their historic floodplain. The stream should be in "Functioning" range per the Stream Functions Pyramid.
 - xii. Develop planting plan with lists of native plant species (Ecoregion and state) to be utilized
 - xiii. Provide plantings with protection from deer browse and beaver.
 - b. Other items that should be included:
 - i. The following minimum plant species and totals shall be provided:
 1. 6 tree species, 10 shrub species and 25 herbaceous species
 2. 40 trees, 700 shrubs, and 400 deep plugs (minimum 12 species) in addition to live stakes and/or branch layering (minimum 2 species)
 3. 95% vegetative cover of all disturbed soil (scattered bare spots, smaller than one square foot will be allowed up to five (5) percent)
3. Prepare and submit plans for review at 30% and 60% levels of completeness. Plans should contain the following:

- a. Title Sheets including a Location Plan (1" = 500'), Index or List of Drawings, appropriate approval signatures, and the professional engineer stamp, registered in the State of Ohio, of the Contractor's Project Manager.
 - b. A Storm Water Pollution Prevention Plan (SWPPP) shall be provided for the construction of the project. The SWPPP shall be submitted to the SWCD and the City of Willoughby Hills for review and comment. A SWPPP Recommendation of Approval (ROA) from the SWCD is required before the Contractor will be fully compensated.
 - c. Plan and profile sheets at scales of 1" = 20' horizontal and 1" = 5' vertical for existing features and demolition, proposed site layout plan, proposed grading plan, existing and proposed stream profile and cross sections (showing stream bed and surface water elevations), and proposed planting plan. Baseline survey including benchmark and control point locations. Benchmark and control point tie-off diagrams shall also be provided.
 - d. Construction detail sheets showing restoration techniques to be installed.
4. Prepare and submit a Basis of Design (BOD) Report at 30% and 60% levels of completeness that addresses the following:
 - a. The delineation and classification of any existing wetlands,
 - b. The location and type of any identified SHPO sites,
 - c. The geomorphology of the existing stream system
 - d. The project hydrologic and hydraulic calculations supporting the project design including sediment transport concerns, and
 - e. Cost assumptions
5. Revise plans based on comments from the SWCD and regulatory agencies. At least two rounds of plan review and revisions are anticipated.
6. Utilize natural stream channel restoration techniques (bioengineering) for stream restoration.
7. Minimize disturbance to existing natural vegetation in accessing the site and restoring the stream.
8. Provide a project design that protects water quality and stream integrity as much as possible during construction.
9. Schedule and manage weekly progress meetings with the SWCD and the District and/or their appointed representatives. The Contractor shall prepare Status Reports for each meeting as well as produce all meeting minutes. The Status Report shall include:
 - a. Current scope of work completion status versus anticipated status,
 - b. Summary of budget status,
 - c. Project information and decision needs including the anticipated source, expected response,
 - d. Time and any issues or problems that could delay the expected response,
 - e. Anticipated tasks and accomplishments for the coming week,
 - f. Questions, comments, problematic issues and suggestions,
 - g. Identification of out of scope task work, and
 - h. Invoicing issues and proposals to address such issues.
10. Provide calculations and quantities for soil excavation associated with this project if applicable.
11. Prepare, file, coordinate, and obtain all necessary local, state and federal permits and certifications for the project including all permitting fees (such as, but not limited to):
 - a. USACE permitting under the Clean Water Act
 - b. Provide and execute a Stormwater Pollution Prevention Plan (SWPPP) 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, if applicable.

- c. Prepare and submit a Floodplain Development Permit. The Floodplain Development Permit applications shall comply with all federal and state statutes, and local laws, rules and ordinances.
12. Prepare, file, and obtain all necessary easements for the project including coordination with FirstEnergy, ODOT, and the owner of the existing sanitary sewer. Portions of the work limits occupy an existing FirstEnergy overhead electric transmission line right-of-way. Appropriate clearance from overhead conductors and setback distances from existing tower structures shall be maintained throughout the work. Contractor shall secure a Consent Agreement with FirstEnergy to access and work within the Transmission line right-of-way and shall adhere to the work restrictions referenced in the following: <https://www.firstenergycorp.com/help/safety/real-estate-power-lines/transmission-right-of-way.html>. The Contractor shall coordinate with ODOT regarding the acceptable upstream limits of the restoration in relation to the ODOT right-of way. The Contractor shall provide surveying services for the establishment of a conservation easement that will encompass the project's restoration limits including field marking of those limits at the completion of the project.
13. Initiate construction activities only after the approval of the 60% design plans and specifications. Construction activities shall be completed in accordance with the Schedule presented in the following section.
14. Develop a Management Plan for invasive species eradication. Invasive species eradication shall occur pre- and post-grading. The Management Plan shall be reviewed and approved by the SWCD prior to implementation.
15. Perform work in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws.
16. Restore any areas disturbed to access the site, including roadways/right of ways to former condition at the close of this project at the Contractor's expense. The Contractor must take existing conditions photographs and/or video and submit copies to the SWCD prior to the commencement of construction.
17. Provide a One-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. The one-year warranty will also allow for repair or replacement of any deficient stream stabilization and in-water structures.
 - a. "Warranty Period" means a period of one (1) year 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 the Contractor under the Contract Documents, which the SWCD deems to be defective in material or workmanship or not in conformance with the Contract Documents.
18. 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; 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>)

19. Provide 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 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 the SWCD, 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, the SWCD reserves the right to make such corrections at the expense of the contractor or bonding company.
20. Allow/plan for the attendance of one public tour to occur on-site before, during or after construction.
21. Be registered contractor in the City of Willoughby Hills.
22. Make all materials, reports, surveys, delineations, plans, etc. available to the SWCD.
23. Allow the SWCD access to inspect each part or detail of work.
24. Be responsible for conducting all project monitoring activities (with the exception of those being performed by Ohio EPA as part of the grant pre- and post-project monitoring) and reporting required for compliance with federal, state, and local permit conditions.
25. Perform QHEI and/or HHEI and BEHI at the project site prior to construction to provide updated baseline data.
26. Provide, in addition to any required permit compliance documentation, the following to the SWCD upon completion of the project:
 - b. As-Built's sufficient to establish a baseline for performance criteria including cross-sections at critical locations (constructed floodplain, near upstream and downstream ends of reach) and showing elevations of the channel bed, bankfull, and the top of bank.
 - c. A project Inspection & Maintenance Manual

SCHEDULE

April 24, 2018	3:30 pm – 5:00 pm Mandatory pre-proposal meeting at the School of Innovation
May 4, 2018	Sealed Statement of Qualifications must be received by the SWCD, 3100 Perkins Avenue, Suite 100, Cleveland, OH 44114 by 4:00 pm.
May 21, 2018	Anticipated date for the SWCD to award contract.
September 1, 2018	Approval of 60% Design Plans and Specifications and the initiation of construction activities

November 31, 2018	Stream restoration and initial planting and seeding completed.
May 31, 2019	Any additional planting/seeding/invasive species management to be completed. All work under this contract, including invoices, must be completed and delivered to the SWCD.

SECTION D: APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS

The selected Contractor must comply with all duties and obligations under the Ohio EPA 319 Grant (see **Attachment A**), and comply with all applicable local, state and federal requirements.

LIABILITY

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

CONTRACTOR'S LIABILITY

Throughout the contract period, the Contractor shall carry Workers' Compensation Insurance, as required by the Ohio Workers' Compensation Act, upon all its employees engaged in this work and shall be responsible to see that any sub-contractors carry such insurance on their employees. The Contractor shall also provide public liability and property damage insurance for the entire period, thus insuring the interests of all parties against any and all claims that may arise out of Contractor operations under the terms of this contract. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the SWCD of such cancellation.

TRANSFER OF RECORDS

Data shall be collected and formatted in a manner consistent with common good engineering practices. All records (bank erosion and habitat assessments, 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 the SWCD and shall be turned over to the SWCD upon completion or as directed.

PREVAILING WAGE RATE

In accordance with prevailing statutes, the prevailing wage rates to be paid each laborer or mechanic engaged in Work on this Project shall be not less than the hourly wage rate set opposite the occupation listed in the Ohio State Wage Determination at time of bidding. The Contractor must submit properly executed copies of the Contractor's and Subcontractor's payrolls to the SWCD's Prevailing Wage Coordinator in accordance with the requirements of Ohio Revised Code Section 4115.071.

Section 4115.05 of the Ohio Revised Code provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects. Contractor shall be responsible for paying each new rate established at no charge in the Contract Price.

SECTION E: SUBMISSION INSTRUCTIONS

STATEMENT OF QUALIFICATIONS FORMAT

The SWCD reserves the right to obtain financial data or other supplemental information concerning the bidders, if relevant. Bidders should prepare their Statement of Qualifications simply and economically, providing a straightforward and concise description of their abilities to provide the services described at the expected quality level. The SWCD reserves the right to accept the Statement of Qualifications deemed most advantageous and in the best interest of the SWCD.

In responding to this RFQ, please submit a Statement of Qualifications addressing the following items:

1. Description of the Contractor Understanding of the Project.
2. Description of Services to be Performed.
3. Assumptions and Expectations.
4. Personal Experience and Resumes of Personnel.
5. Proposal shall include proof of worker's compensation, and proof of liability insurance with a \$1,000,000 minimum.
6. Minimum Three (3) References from similar successfully completed projects.
7. Project Schedule including:
 - a. Site Assessment
 - b. Design
 - c. Permitting
 - d. Construction
 - e. Monitoring

The selection process will involve screening of submitted Statement of Qualifications and may also involve interviews. The SWCD will select a Contractor on the basis of contractor qualifications, understanding of the scope of services, and level of services to be provided. Any contract awarded under this invitation will be financed through the Ohio EPA 319 Grant.

Any contract awarded under this invitation will be financed through the 319 Grant Program. No employee of the Ohio EPA, the US EPA or any departments or sub departments thereof shall be a party to this invitation for proposals or any resulting contract.

A mandatory pre-proposal meeting will be held on **April 24, 2018** from **3:30 pm to 5:00 pm** at the Willoughby-Eastlake School of Innovation (32500 Chardon Rd, Willoughby Hills, OH 44094) to discuss the project. A visit to the project site will follow the meeting in order to tour the project area. Contractors must attend the mandatory pre- proposal meeting to submit Statement of Qualifications.

If interested, please submit one (1) complete hardcopy and one (1) digital copy of a Statement of Qualifications to the address below. Sealed Statement of Qualifications will be received by Jared Bartley with the SWCD, 3311 Perkins Ave., Suite 100, Cleveland, OH 44114 until 4:00 pm local time on Friday, May 4, 2018. Proposals received after this time and date will not be accepted. Statement of Qualifications shall be received in the following form:

1. In sealed envelopes and clearly marked with the project title, "East Branch of Euclid Creek Restoration at the Willoughby-Eastlake School of Innovation" with the full name of the submitting Contractor. Flash drive submittals are acceptable.

2. Email submittals entitled “East Branch of Euclid Creek Restoration at the Willoughby-Eastlake School of Innovation”

The successful Contractor will be required to furnish within ten (10) days after receiving a written notice of award the following information:

1. A Certificate of General Liability Insurance with a 30-day notice of cancellation and the SWCD listed as “Additional Insured” in the amount of \$1,000,000.
2. A current copy of the Contractors Workmen’s Compensation Certificate.
3. A notarized copy of the Cuyahoga County Real Estate Tax Disclosure.
4. Certification of Compliance with ORC 9.24 (HB-95) as of January 1, 2004 regarding Auditor of State “Search for Findings for Recovery” database.

Upon acceptance of the required information, a formal Design-Build contract agreement will be prepared and forwarded to the successful Contractor.

The SWCD expects to award the contract by **May 21, 2018**. Work will commence after successful execution of a contract for services between the Contractor and SWCD and contract approval by Ohio EPA. All work under this contract, including invoices, must be completed and delivered to the SWCD by **Friday, May 31, 2019**.

RESTRICTED COMMUNICATIONS

In order to avoid situations where a potential or perceived conflict of interest could occur or where an unfair competitive advantage could be obtained or perceived, all inquiries or other communications regarding this RFQ shall be exclusively directed to Jared Bartley via email at jbartley@cuyahogawcd.org. Contractors are hereby expressly instructed not to otherwise communicate with the District or the SWCD regarding this RFQ. This prohibition is also applicable to the Contractor’s affiliates, officers, employees, agents, subcontractors, consultants and proposing team members.

CONTINGENCIES TO AWARD OF CONTRACT

The SWCD shall not be required to award a contract to any of the entities that submit a Statement of Qualifications in response to this RFQ. The SWCD shall, at the SWCD’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, the SWCD’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. The final award of the Project is conditional on the Contractor executing a written Contract acceptable to the SWCD, in its sole and absolute discretion, and approved by the SWCD. A draft Contract is attached to this RFQ as **Attachment D**. If the Contractor proposes changes to that form of Contract, such proposed changes should be submitted as part of its Statement of Qualifications. The SWCD reserves the right, in its sole and absolute discretion, to reject any and all changes proposed by any Contractor submitting a Statement of Qualifications. Neither the SWCD nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. The SWCD reserves the right to obtain financial data or other supplemental information concerning the Contractors, if relevant.

SIZE OF STATEMENT OF QUALIFICATIONS

The total size of the Statement of Qualifications submitted to the SWCD under this RFQ should be no more than 35 pages, single-sided, in length. The Statement of Qualifications should be in Times New Roman 11-point font on 8.5" x 11" paper. If concept plans are provided in conjunction with the Statement of Qualifications, such concept plans can be sized for 11"x17" paper and will count for only 1 page. A digital copy shall be provided in PDF format and all information be one file. The size limitation for email submissions is 10 mb.

Responses to this RFQ must be sent to:

Cuyahoga Soil & Water Conservation District
Attn: Jared Bartley, Rocky River Watershed Program Manager
3311 Perkins Ave., Suite 100
Cleveland, OH 44114

Questions should be directed to: Jared Bartley via email only at jbartley@cuyahogawcd.org

SECTION F: SELECTION PROCESS

SCORING CRITERIA

The Selection Team will review and evaluate all properly submitted Statement of Qualifications that are received on or before the deadline. The Selection Team will then rank the proposals taking into account, but not limited to, the scoring criteria set forth below:

1. Experience and Qualifications of the Contractor (35% of total)
 - a. Qualifications the Contractor brings to the Project.
 - b. Number and quality of similar projects in past 5 years.
 - c. Familiarity with local, state, federal requirements.
 - d. Location / Proximity of Project Team.
 - e. Ability to meet project schedule.
 - f. Written quality and clarity of proposal.
 - g. Licensures and other documentation.
2. Understanding of Project (15% of total)
 - a. Purpose and scope of the Project.
 - b. Pertinent issues and potential problems related to the Project.
3. Project Approach (40% of total)
 - a. Outlines a Management Approach for proposed Scope of Services.
 - b. Outlines a Technical Approach for proposed Scope of Services.
 - c. Outlines a Project Schedule.
 - d. Outlines how progression of Project will be evaluated.
 - e. How the Project design supports the solution of the identified problems.
4. Innovation and Value Added (10% of total)

EXPERIENCE AND QUALIFICATIONS OF CONTRACTOR

This consists of a review of the professional services background and experience of the Contractor. Provide a history of the submitting organization, including the number of employees (identify professional staff and support staff), resumes or curriculum vitae, available facilities, and equipment. Related project experience, similar to the requested work, should be included in this section. Specify relevant experience with governmental entities. The Contractor should also provide a summary of performance for each project relevant to timeliness, actual performance and any savings or benefits that were provided to the agency. List any projects similar to the requested work with other governmental agencies. Specifically indicate projects funded by US EPA. List references for all similar projects previously completed using the format outlined in **Attachment E**. The Contractor shall demonstrate a familiarity with relevant local, state, and federal standards and requirements.

UNDERSTANDING OF THE PROJECT

The Contractor submitting a Statement of Qualifications shall concisely demonstrate a clear understanding of the project scope as well as their understanding of the project site's opportunities and

limitations. Include a description of tasks or deliverables that you feel are missing from the RFQ, and which might be necessary to complete the project.

PROJECT APPROACH

This consists of how the Contractor shall meet the performance criteria set forth in the scope of services, and what the intended responsibilities of employees will be to complete the project. The Contractor shall demonstrate how relevant local, state, and federal standards and requirements will be met. A project schedule and how it will be evaluated and maintained throughout construction shall be included.

SELECTION CRITERIA

The Selection Team will review and evaluate all proposals submitted in response to this RFQ. The SWCD will consider whether all proposals submitted are complete and whether they meet all of the requirements outlined in the Request for Qualifications and the specific criteria for evaluating competitive proposals earlier detailed in this section.

The SWCD is not liable for any costs incurred by the Contractor in responding to this RFQ, or for any costs incurred in connection with any discussions or correspondences required for clarification of any subject contained in this RFQ. Any and all costs incurred in responding to this RFQ, including oral interviews, site visits, and coordination of the site visits, demonstrations, or other related activities shall be the responsibility of the Contractor.

ATTACHMENT A

Ohio Environmental Protection Agency Clean Water Act Section 319(h) Grant Application

Ohio Environmental Protection Agency
Section 319(h) Nonpoint Source Program Grant Application

FFY 2017 Section 319(h) Nonpoint Source Project Grants

Part One – Sponsor Information & Project Overview

PROJECT SPONSOR INFORMATION

SPONSORING ORGANIZATION		Cuyahoga Soil & Water Conservation District	
Mailing Address		6100 West Canal Road	
City, State, Zip Code		Valley View, OH 44125	
Telephone	216-524-6580	Ohio Congressional District Number	14
Federal Tax Identification #	34-1402694	Dun and Bradstreet 9-digit Number	867645053
PROJECT REPRESENTATIVE		Claire Posius	
Mailing Address		6100 West Canal Road	
City, State, Zip Code		Valley View, OH 44125	
Telephone	216-524-6580x16		
Email Address	cposius@cuyahogawcd.org		
Total 319 Funds Requested	\$156,462	Total Local Match	\$104,308
Is the project in a watershed with an endorsed watershed plan or AMDAT?		YES	x NO
Estimated Project START date	8/1/2017	COMPLETION date	7/31/2018
SPONSOR AUTHORIZATION		<i>To the best of my knowledge and belief, all data and information contained in this project application are true, current and correct. This application package is duly authorized by the following governing body</i>	
Name & Title of Authorized Individual		Janine H. Rybka, District Administrator	
Authorized Individual Signature		Date	

Supplemental Information					YES	NO
Is the proposed project site within the Lake Erie watershed?					√	
Is the project in one of the following priority watersheds:						√
St. Joseph River Blanchard River	Swan Creek Auglaize and Little Auglaize Rivers	St. Marys River	Tiffin River Maumee River mainstem and direct tributaries	Flatrock Creek		
Will you be preparing or updating an existing HUC-12 watershed plan or TMDL to meet US EPA's 9-elements by NO LATER THAN 12-31-16.					√	
Is the project site within a specifically identified critical area specifically identified in a watershed plan or TMDL?					√	
Does the proposed project incorporate the use of Lake Erie dredge materials?						√
Does the proposed project reduce sediments or nutrients, or substantially restore habitat?					√	
Is the proposed project ready to proceed in the 2017 construction season?					√	
Are overhead and administrative costs less than 10% of the total cost?					√	
Is the project site within an impaired perennial waterway?					√	
Does the proposed project include project specific education & outreach?					√	

PROJECT WATERSHED					
<p><i>Proposed HUC's MUST be within a watershed that has either an approved TMDL or state endorsed watershed action plan.</i></p> <p>WATERSHED NAME</p>	<p>USGS Hydrologic Unit Code Please use new 12 digit HUC</p>	Does this watershed have an endorsed watershed action plan or a completed TMDL?			
		9-Element Watershed Plan ¹		TMDL with 9-element implementation or AMDAT Plan?	
		YES	NO	YES	NO
Euclid Creek	041100030503	To be completed by 12/31/16	√		√

¹ A watershed plan that meets the 9-elements identified by US EPA must be in place and approved by Ohio EPA and US EPA BEFORE a project may be recommended for funding IN winter 2016-2017. Such plans DO NOT have to be in place at the time of application.

PROJECT TYPE

Characterize your project using the following general categories. If proposing more than one project type (e.g., stream restoration and agricultural BMP projects), select each category that applies.

Stream Restoration or Dam Removal	√	Inland Lake Restoration (Public only)	
Streambank Stabilization or Riparian Restoration	√	Other:	
Wetland Restoration		Acid Mine Drainage Abatement ONLY in watersheds that have an approved AMDAT plan? ²	YES NO
Nutrient and Sediment Reduction			

PROJECT TITLE

East Branch of Euclid Creek, School of Innovation Stream Restoration Project

IMPLEMENTING AGENCY

CUYAHOGA SOIL & WATER CONSERVATION DISTRICT

Environmental Benefits of Project

Choose **ONLY ONE** of the following that best characterizes the environmental benefit most likely resulting if the proposed project is implemented successfully.

	Project designed to ELIMINATE impairments
√	Project designed to RESTORE impaired waters
	Project designed to REDUCE NPS pollution
	Project PREVENTS NPS pollution.
	Other: Specify

Causes of Impairment Addressed

Choose **ONLY ONE** of the following that best characterizes the **CAUSE** of impairment that will be most directly addressed if the proposed project is successfully implemented

√	Project addresses habitat or hydromodification impairments.
	Project addresses silt and/or sediment impairments.
	Project addresses nutrient-caused impairments
	Project addresses impairments caused by acid mine drainage.
	Project addresses impairments caused by other NPS sources (specify):

² Acid mine drainage projects in watersheds with approved Acid Mine Drainage Abatement and Treatment Plans (AMDAT) are not required to have 9-element plans in place. US EPA determined that AMDAT's meet the equivalent to 9-element plans.

LOAD REDUCTION ESTIMATES

USEPA requires all Section 319 grant (and sub-grant) recipients to report NPS load reductions that occur as a result of grant funded implementation projects. Provide load reduction estimates for the applicable pollutants listed below (that will be addressed by your project), using only the units of measurement provided (where listed). This section must not be left blank—if you are unable to calculate load reduction estimates contact Rick Wilson in our NPS Program at Ohio EPA at 614-644-2032.

Nitrogen (pounds/year)	225	Metals (pounds/year)	
Phosphorus (pounds/year)	87	Acid (pounds/year)	
Sediment (tons/year)	140	Iron Loadings (pounds/year)	

Section 319(h) Subgrant Application Checklist:

Prior to completing and submitting your completed application, please review the following checklist carefully. It contains a listing of ALL items that are required when submitting an application for Section 319 subgrant funding.

REQUIRED FORMS AND ITEMS		√
Part ONE: Section 319 IMPLEMENTATION Project Subgrant Application Cover Sheet and Project Sponsor and Contact Information		√
Part TWO: Section 319 Subgrant Detailed Project Workplan Narrative that provides sufficient narrative details on the “who, what, where, when and how” of your project. A separate narrative must be completed for each type of project requested in your subgrant application.		√
Part TWO: Complete the Estimated Load Reduction Table . Included in the workplan narrative section of the application.		√
Part THREE (A): Project Deliverables Worksheet. Select, complete and attach the Deliverables Worksheet(s) that most closely aligns with the type(s) of project you are proposing. <u>Worksheets that do NOT apply to your project(s) should be discarded and NOT included in your final application package.</u>		√
Part THREE (B): Project Specific Outreach Deliverables Worksheet. ALL Section 319 Subgrant applicants MUST include a completed Project Specific Outreach Deliverable Worksheet .		√
Part FOUR (A): Project Grant Budget. ALL Section 319 subgrant applicants must include a completed detailed grant budget. If requesting more than one project in the same application, a separate budget must be completed for EACH project included in your application.		√
Part FOUR (B): Personnel Roster Worksheet. ALL applicants requesting Section 319 grant funding to support personnel costs MUST complete and attach a Personnel Roster Worksheet .		√
Part FOUR (C): Sub-Contractual Worksheet. ALL applicants proposing to sub-contract any or all of the activities associated with their project to a third-party MUST complete and attach a Sub-Contractual Worksheet .		√

Part Two: Section 319 Grant Project Work Plan

In this section of the Section 319 grant application, you are telling Ohio EPA what you intend to do with grant funding—please be thorough. Provide a detailed description of the proposed project, including all specific actions that will be conducted to ensure that it is successfully implemented. At a minimum, be sure to include the “who, what, where, when, and how” the project will be completed.

In general, ALL project work plan narratives should include the following:

- A statement identifying the nonpoint source pollution and/or problem(s) that your project is designed to address. Please include estimated pollutant load reduction estimates that will result from your project. ***If you are unable to calculate a load reduction estimate, contact Rick Wilson in our NPS Program at Ohio EPA at 614-644-2032.***
- A detailed description of the project site, including location, environmental conditions, accessibility, ownership, etc.
- Any relevant maps such as USGS quadrangle maps etc.
- A project schedule and timeline that describes and/or illustrates the sequence of events that will be completed in order to ensure project success.
- If subcontracting is involved, a description of the system that will be used to select subcontractors and how inspections will be completed to insure that work is properly completed by subcontractors.
- A listing of all “activities” that will be completed, including intermediate deliverables such as design documents, permit applications, contracts, etc.
- A description of project partners, if applicable. Who will be doing what parts of the project?
- Relevant project photos that identify the “before” condition of the project site.
- Drawings and/or design documents that depict what the project site will look like “after” project completion. (if available).
- If applicable, a description of any tools that will be used to permanently protect a restored project site (such as easements, etc.).
- A description of the required public information and education activities that will be completed to inform the public about the project.
- A description of how the success of your project will be measured.

If your project will include cost-share practices such as an Agricultural BMP, you need to be sure that the following is also included (in sufficient detail) in your application:

- Method(s) for identifying areas of known problems
- Method(s) for focusing practices in specific problem areas.
- Maximum amount and percentage of cost-share for each practice
- Process for prioritizing cost-share participants
- Process for certifying satisfactory installation PRIOR to making payment to landowner
- Method for insuring that Agricultural BMPs will be maintained properly (Inspection, Operation and Maintenance Agreements, etc.).

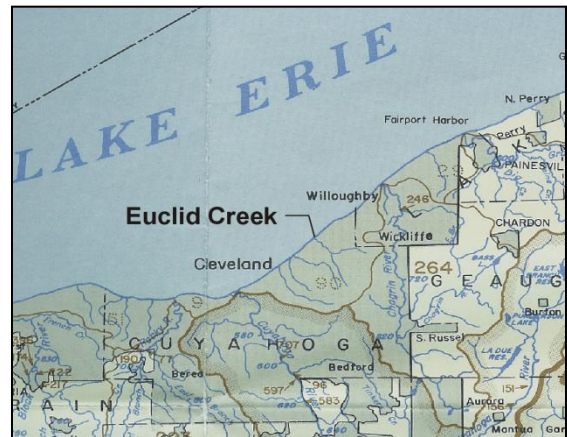
Applicants should be sure to include ANY pertinent information that will help Ohio EPA grant reviewers to better understand what you are proposing to accomplish if Section 319 Grant Funds are awarded to your organization.

Part Two: Detailed Project Work Plan

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however please try to limit it to [no more than four pages in length](#).

Background

The Euclid Creek watershed encompasses 24 square miles in 11 communities in northeastern Cuyahoga County and a portion of Lake County and is home to an estimated 60,000 people. The map to the right shows the location of the Euclid Creek watershed in northeast Ohio. Euclid Creek is a direct headwater tributary to Lake Erie and a part of the Cuyahoga River Area of Concern (Cuyahoga AOC). The stream and watershed are within the Low Lime Drift Plain Area of the Erie/Ontario Drift and Lake Plain ecoregion. This area of Ohio was once glaciated and is typified by low rounded hills with scattered end moraines, kettles, and wooded ridges and lowlands (Woods *et al.*, 1998). The watershed has largely been developed over the past 150 years and although nearly 85% developed, the watershed continues to be threatened by development. Due to the urban nature of the watershed it is characterized by the following impairments: habitat degradation; organic enrichment; nutrients; and flow alteration.



The project site is located at the headwaters of the East Branch of Euclid Creek, which according to the Ohio Environmental Protection Agency's most recent monitoring (draft results) has slipped from partial attainment (based on year 2000 data in the approved Euclid Creek Total Maximum Daily Load Report, TMDL) to non-attainment status (based on year 2015 OEPA monitoring data).

In-stream habitat within the project area segment of Euclid Creek is rated at the mid-range of "Fair". The length of the creek was divided into two reaches and estimated QHEI score for Euclid Creek, scoring 46.0 and HHEI for the tributary, scoring 56.0. For a perennial stream like Euclid Creek, a QHEI score above 55 would indicate meeting warmwater habitat criteria, however the stream reach suffers from bank erosion and embeddness is likely to increase and the QHEI score is likely to decrease as the channel degrades even further.

Restoration will result in the following pollutant load reduction estimates, as calculated in the Step-L modeling program, a reduction in phosphorous of 87 pounds per year, a reduction in nitrogen of 225 pounds per year, and a reduction in 140 tons of sediment per year.

At the watershed scale, this site is located in the Cuyahoga River Area of Concern (AOC), which is one of 43 Great Lakes AOCs that have failed to meet the objectives of the US-Canada Great Lakes Water Quality Agreement as their ability to support aquatic life or beneficial uses has been impaired. Each AOC has developed a remedial action/delisting plan focused on remediation or removal of Beneficial Use Impairments (BUIs) that degrade water quality, negatively impact fish populations or restrict uses of waterways. Those BUIs that will be targeted as part of this project include Degradation of Fish Populations, Degradation of Benthos and Loss of Fish & Wildlife Habitat as they are addressed by restoring instream and riparian habitat and reducing sedimentation.

Part Two: Detailed Project Work Plan (continued from previous page)

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. ***(Additional pages may be used if needed)***

The Project

The site is located in the Euclid Creek Watershed along the East Branch, near its headwaters in the City of Willoughby Hills. The project area is on Willoughby-Eastlake Board of Education property directly behind the Willoughby-Eastlake School of Innovation. The East Branch of the Euclid Creek watershed draining into the study area is approximately 1.43 square miles. The watershed is composed of a mix of dense residential and commercial development. The watershed is 39.5% forested and is 23.9% impervious cover. The creeks are perennial, containing water throughout the entire year. The reach to be restored begins at the fence at the western edge of Route 271 and extends almost 500 linear feet downstream to the utility right-of-way culvert. The site also contains just over 200 linear feet of a headwater tributary that also exits a culvert under Route 271.

The purpose of this restoration project is to stabilize the eroding banks thus reducing downstream sedimentation, stabilize the stream bed, and improve in-stream and riparian habitat. Metrics associated with the project are to restore and stabilize approximately 700 feet of stream channel; regrade and/or relocate and stabilize nearly 1,600 feet (two banks) of poor quality stream bank using native plants and bioengineering techniques; roughly 0.8 acres of existing degraded forest will be converted to native floodplain shrub land and native riparian forest; 3.3 acres of existing riparian forest will be enhanced; 0.6 acres will be treated for invasive plants and restored with natives; and, 0.1 acres of wetland will be created and culvert improvement. The goal is to raise the QHEI score to 55 within five years after the restoration is completed.

Within the reach to be restored there are areas of bank erosion, channel incision (downcutting), invasive species, undersized culverts and, due to the entrenched condition, the absence of a functioning riparian floodplain. These conditions limit the biological communities and ecological services provided by the stream and are aesthetically unappealing. The riparian vegetation consists of mostly mature trees intermixed with snags and vernal pools with patches of phragmites in more open areas. Along the western edge of the project site runs a large CEI utility corridor, and just to the north of the project site running east-west lies a sewer line easement that is cleared for maintenance crews and past utility work – both corridors provide excellent access for construction vehicles during the project. Although located in a highly urban setting, the riparian community does contain a diversity of vegetation, as well as, habitat in the form of snags and vernal pools. These provide both food and cover for a host of mammals, amphibians and birds in this otherwise urban landscape.

Past and current human activities have left the stream morphology, riparian vegetation, and habitat in a disturbed state, while ongoing stormwater runoff and utility corridor maintenance continue to negatively impact the streams and riparian habitat. Downcutting has mostly left the floodplain disconnected from the streams. The channel constriction at the culverts and downcutting has resulted in an entrenched stream system that experiences instability.

If left in its current condition, the streams will continue to downcut and erode stream banks until reaching a point of equilibrium, but this will come at a cost of habitat loss, increased sedimentation downstream, reduced water quality, and further jeopardizing infrastructure such as the downstream culvert.

The reaches to be restored begin as the creeks exist culverts on the western side of route 271 and continue east to the utility line corridor. The existing channels are entrenched, disconnected from their floodplain and showing severe signs of streambank erosion and an undersized double culvert. To address the existing issues, the conceptual design shows rehabilitated creeks by raising the stream invert by introducing cobble riffle structures and grading a floodplain bench within several less vegetated

Part Two: Detailed Project Work Plan (continued from previous page)

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. ***(Additional pages may be used if needed)***

areas. The culvert would be replaced with either an open bottom culvert, partially buried culvert with substrate in the bottom, or ideally a low ford riffle crossing if allowable. This concept also shows the re-establishment of native riparian woody vegetation along the floodplain where grading is occurring to take advantage of the benefits provided by a natural forest buffer, such as slowing overland flow, capturing woody debris, and processing nutrients and sediment from the channel.

A wetland would also be created within the floodplain between the two creeks. Woody vegetation would be used to form a dense rootmat that is resistant to erosive stream shears and velocities. The above ground mass would capture woody debris and sediment and then process nutrients and other pollutants. It would also shade the channel and provide habitat for terrestrial wildlife. These plants are very resilient to stream flows and should require minimal maintenance. Phragmites would be treated and replaced with native woody vegetation where utility line regulations allow, otherwise with native herbaceous plant material.

Beyond the stream channel corridor, the upper slopes and vernal pools would be augmented with supplemental native riparian forest plantings. The installed vegetation would consist of a mix of overstory trees, understory trees and shrubs, and herbaceous material. Over time, as forest plantings develop and mature, they will provide shade for the channel, capture and reduce runoff, and provide habitat for wildlife species. Within the existing forest, invasive species would be treated and planted trees would be protected from deer browse by 4-foot mesh tubes.

At the site level, the culvert restoration is one of the main priorities in terms of restoration goals as that culvert is significantly undersized and has caused a cut around in the past. The concept shows either a culvert replacement or low ford riffle crossing with will help prevent blockages down the road.

Activities and Timeline:

The following table outlines the proposed project activities, timeline and deliverables.

Activity	Complete-By Date	Notes
Enter into Grant Agreement	8/1/2017	
Hire Criteria/Oversight Engineer	9/15/2017	To establish performance criteria and provide construction oversight
Hire Design-Build Consultant	10/30/2017	To design and construct restoration project and to facilitate permitting
Site Assessments, Final Design, & Permitting	2/29/2018	Includes survey work, final design and engineering drawings, and all necessary permits
Mobilization, Site Preparation and Erosion & Sediment Control Practices	4/30/2018	
Grading, Structures, and Site Stabilization	5/31/2018	
Planting and Invasive Species Management	6/30/2018	
Conservation Easement and Legal Fees	5/31/2018	To be held by West Creek Conservancy; Landowner supportive of easement on property.
Monitoring and Maintenance Plan	5/31/2018	Short-and long-term plan for developing monitoring and maintenance procedures with cost estimates.
Outreach Activities	7/31/2018	Advisory Committee meetings; articles; public meeting updates and to design/install project signage

Part Two: Detailed Project Work Plan (continued from previous page)

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. **(Additional pages may be used if needed)**

Subcontractors

Three subcontracts will be let in order to complete the project:

1. Criteria Engineer / Construction Oversight Contract. The criteria engineer will develop specific performance measures for the project, assist with development of the Design-Build RFQ and construction oversight during project construction.
2. Design-Build contract. The Design Build Team will be responsible for developing the final engineered design that will fulfill the established performance measures, securing all necessary permits, providing all construction-related services for the project.
3. Legal contract. A lawyer will help facilitate the survey work and all items necessary to establish a conservation easement on the property.

As a political subdivision of the State of Ohio, CSWCD will follow the guidelines set forth in the Ohio Revised Code, specifically ORC 940, which governs Soil and Water Conservation Districts. RFQ's will be issued for each contract, and contractors will be selected as outlined in ORC 153.

Outreach Efforts:

The project and results will be shared through existing Euclid Creek Watershed Program outreach mechanisms. Program articles will be published in the Euclid Creek Watershed Newsletter, on the watershed website, on social media (the website blog and FOEC Facebook page), and through email blasts sent to the Watershed distribution list. Project information, updates and results will be presented at watershed public meetings which include Friends of Euclid Creek meetings and Euclid Creek Watershed Council and its Committee meetings. A project webpage will be created on the ECWP program website and updated regularly throughout the grant cycle. Lastly, an Advisory Committee will be assembled to provide feedback throughout the project.

Finally, one of the complimentary goals will be the integration of the restoration project and overall natural area into the curriculum and programming of the adjacent School of Innovation. The idea is to create a Living Land Lab, built around the stream restoration project with students providing input on the project design in the early phases of development, pre and post-construction monitoring, environmental assessments, planting support, invasive species management and general appreciation of the natural environment.

Project Partners:

CSWCD is the applicant and will manage the grant and the overall project. CSWCD will collaborate closely with the landowner, the Willoughby-Eastlake Board of Education (W-E BOE) and the Willoughby-Eastlake School of Innovation throughout the project. CSWCD will also create an Advisory Committee to meet at project milestones to gain input from the property owners and partners. Advisory Committee partners will include representatives from the W-E BOE, W-E School of Innovation, City of Willoughby Hills, Lake County Soil & Water Conservation District, Lake County Stormwater Management Department, Ohio Environmental Protection Agency (Ohio EPA), Euclid Creek Watershed Program (ECWP) partner representatives from the Euclid Creek Watershed Council (ECWC-9 municipalities that oversee the watershed program) and Friends of Euclid Creek (FOEC-the citizens non-profit watershed advocacy group).

Organizational Capacity:

CSWCD has a proven track record of receiving and managing multiple grants and implementing projects. The professional staff is skilled in program and project management, and technical expertise related to soils, water quality and land use issues. Project Manager, Claire Posius the Euclid Creek Watershed

Part Two: Detailed Project Work Plan (continued from previous page)

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. ***(Additional pages may be used if needed)***

Coordinator, has seven years of experience as a Watershed Coordinator and has managed a wide range of grants, most significant being a \$1.4 million Great Lakes Restoration Initiative design-build stream and wetland restoration project successfully managed from proposal to completion stage.

Project Success:

The success of this project will be measured by the long term improvement of in-stream habitat, channel stability and floodplain access throughout the project reach. Raising the QHEI score to 55 within five years after the restoration has been completed is a measure of success. In addition, by reducing sediment loading in the project reach, the downstream stream system will become more stable within the channel and less habitat degradation will ensue.

Part Two: Detailed Project Work Plan (continued from previous page)

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. ***(Additional pages may be used if needed)***

Relevant Project Maps:



Figure 1. Euclid Creek Watershed with project site circled in red

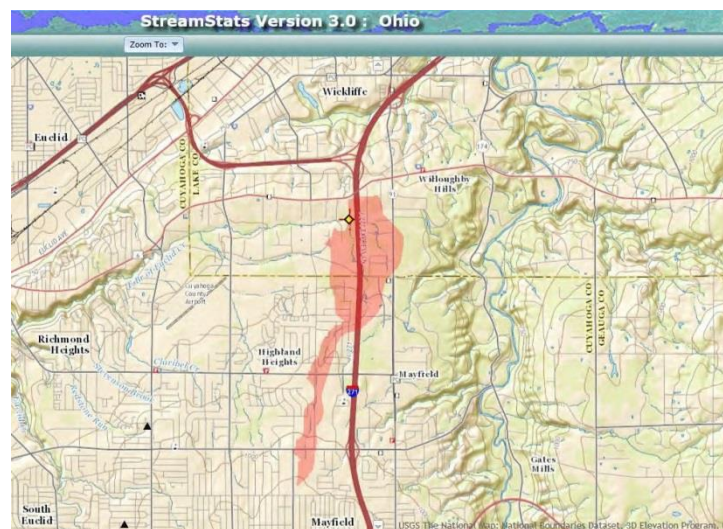


Figure 2. Subwatershed map beginning at project site (Source: StreamStats).

Part Two: Detailed Project Work Plan (continued from previous page)

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. **(Additional pages may be used if needed)**

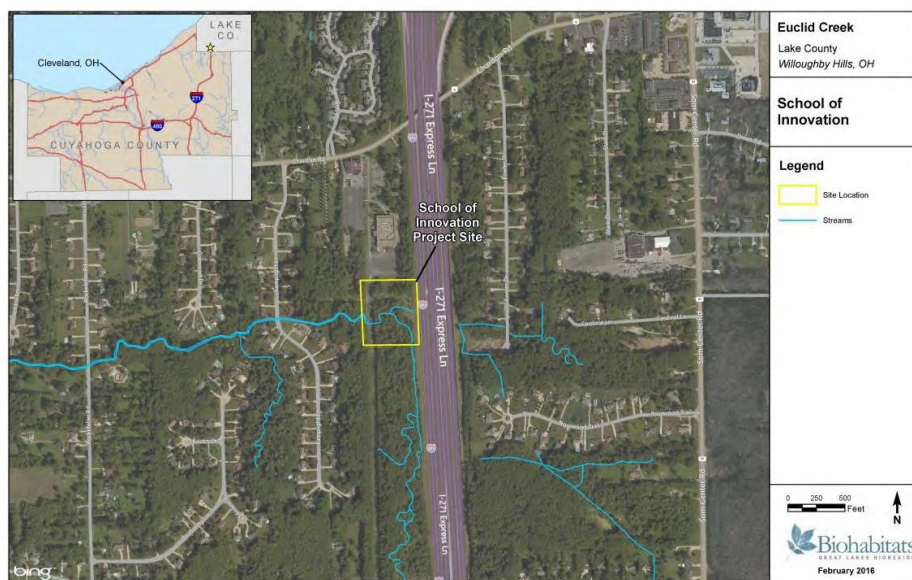


Figure 3. School of Innovation Site Vicinity Map.

Site Photos (Existing Conditions):



Invasive phragmites in utility corridor



Failing culverts



Eroding stream disconnected from floodplain

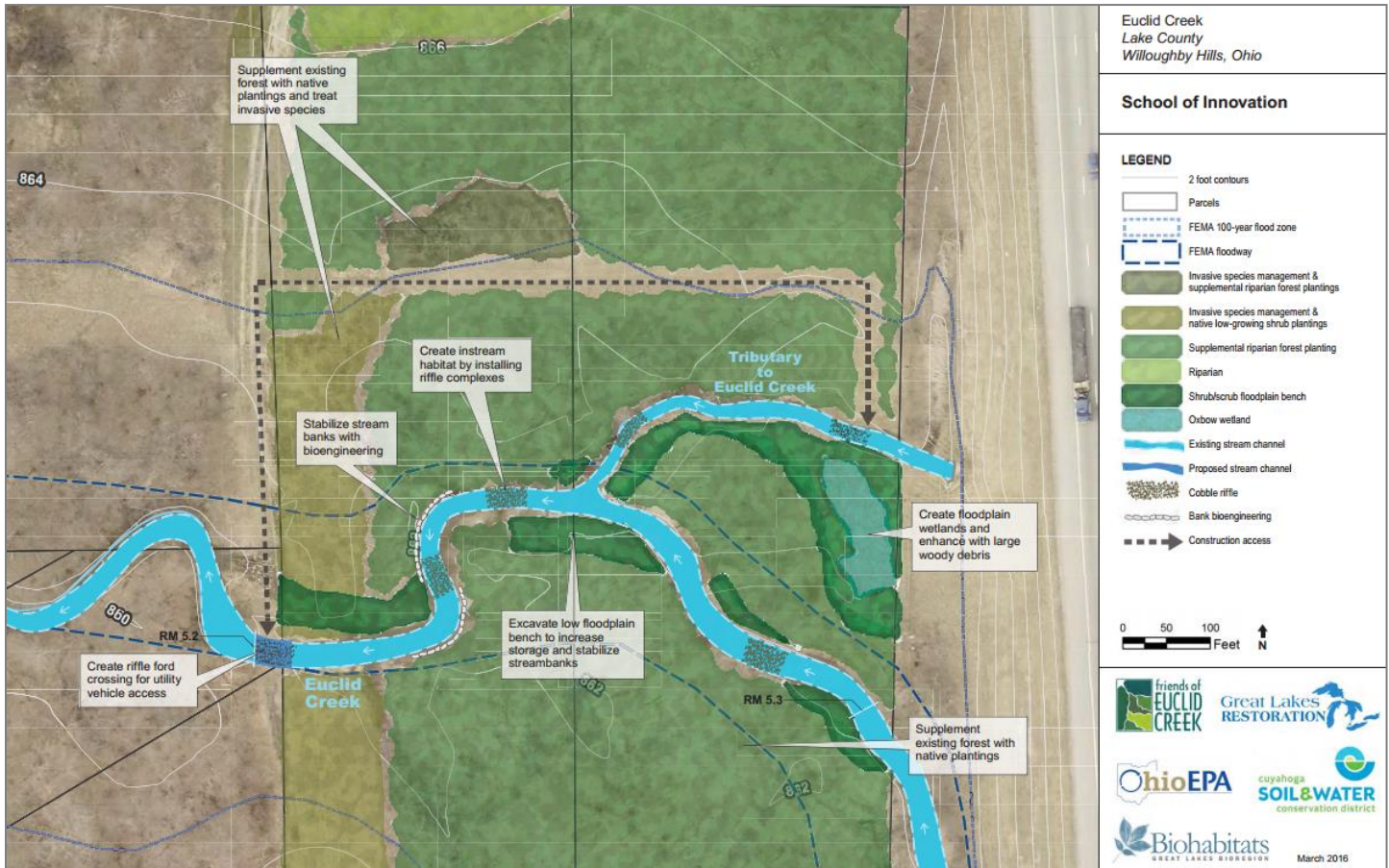


One of many vernal pools in the project area

Part Two: Detailed Project Work Plan (continued from previous page)

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. **(Additional pages may be used if needed)**

Conceptual Plan:



Concept Plan Designed by Biohabitats, Inc.

This project concept plan was produced as part of *Targeting Restoration to Improve Euclid Creek Watershed project*, funded through the FFY 2015 Cuyahoga AOC Habitat Restoration Project Planning Grants - Great Lakes Restoration Initiative (GLRI) Fund Grant Project.

Stream and Riparian Restoration & Protection Project Deliverables Worksheet

Project Sponsor:	Cuyahoga Soil & Water Conservation District
Project Title:	East Branch of Euclid Creek, School of Innovation Stream Restoration Project

Directions: If requesting Section 319 grant funding for a project (or projects) that will restore a stream, stabilize eroding and unstable streambanks, and/or re-naturalize a riparian area, then you **MUST** complete the Stream and Riparian Restoration Project Deliverables Worksheet in addition to the detailed project workplan narrative included in Part Two of the Section 319 grant application. Stream and riparian restoration are important tools for undoing human damage such as channelization or the denuding of riparian forests and/or streambanks. Please include all deliverables (including interim deliverables such as design documents and permit documents) that will be produced. If you are going to protect the project site with a conservation easement or other tool, please include that information as well in the respective box.

Project Activity	Deliverables Associated with Proposed Project Activity	Deliverable Units	Expected Deliverable Units that will be Completed
Stream Restoration	Publish RFPs	RFPs	2
	Complete Pre-Construction Site Assessment	Assessments	1
	Execute Planning, Design and/or Construction Contract	Contracts	2
	Develop Project Plans or Design Documents	Plans	1
	Restore Flood Plain	Linear Feet	990
	Restore Stream Channel	Linear Feet	700
	Install Erosion & Sediment Control Structures	Structures	
	Install In-Stream Habitat Structures	Structures	5
	Install Grade Structures	Structures	
	Construct 2-Stage Channel	Linear Feet	
	Restore Natural Flow	Linear Feet	50
Streambank & Riparian Restoration	Restore Streambank Using Bio-Engineering	Linear Feet	1,600
	Restore Streambank by Re-contouring or Regrading	Linear Feet	
	Plant-Native Grasses in Riparian Areas	Acres	
	Stabilize Streambank Using Bio-Engineering	Linear Feet	
	Remove/treat Invasive Species	Acres	0.6
	Plant Trees, Shrubs and/or Live Stakes in Riparian Areas	Acres	3.3

Project Specific Outreach Deliverables Worksheet

This Worksheet is REQUIRED for ALL applicants

Project Sponsor:	Cuyahoga Soil & Water Conservation District
Project Title:	East Branch of Euclid Creek, School of Innovation Stream Restoration Project

Directions: ALL applicants for Section 319 Project grants MUST complete a project specific outreach deliverable and timeline worksheet in addition to the detailed project workplan narrative included in Part Two of the application. Helping the public to become aware and informed about the benefits of your projects is a critical component of any successful water quality project. We recommend that all restoration and/or stormwater projects install project specific signs, construct informational kiosks (where applicable) and develop other items to inform the public of your project. Please include all project specific outreach deliverables that will be produced as part of your project and the number of each item using the “deliverable units” listed below. If an item that will be produced is not included on the list, please use the “Other” category and specify the deliverable.

Project Activity	Deliverables Associated with Proposed Project Activity	Deliverable Units	Expected Deliverable Units to be Completed
Project Specific Outreach	Develop Project Fact Sheets	Fact Sheets	1
	Conduct Public Meeting	Public Meetings	1
	Develop Press Releases	Press Releases	1
	Create/Maintain Websites	Website	1
	Install Project Signs	Signs	1
	Develop Displays	Displays	
	Install Informational Kiosk	Kiosk	
	Conduct Tours	Tours	1
	Conduct Tours via Canoe	Canoe Tours	
	Conduct Stream Clean-Ups	Clean-Ups	
	Conduct Field Days	Days	
	Conduct Workshops	Workshops	
	Develop Newsletters	Newsletters	2
	Other (specify)		
	Other (specify)		
	Other (specify)		
	Other (specify)		

Federal

Budget Justification

Provide a summary of your **TOTAL FEDERAL GRANT FUNDS** project budget (by category) and include a **BRIEF** justification and **ITEMIZED** breakdown for the amount proposed in each category. **ANY** budget category with an amount entered **MUST** be accompanied by a justification/description. Applicants requesting **PERSONNEL** and/or **FRINGE BENEFIT** funding **MUST** also complete a **PERSONNEL ROSTER**.

Category	Federal \$\$ Requested	BUDGET Justification & Description
Personnel: Include a Personnel Roster if Personnel funds are requested. (Check activity description for any limits on personnel)	\$6,975.40	Staff hours for project and contract oversight and management
Fringe Benefits Include a Personnel Roster if Fringe Benefit funds are requested	\$2,919.20	Staff hours for project and contract oversight and management
Travel		
Equipment		
Supplies		
Subcontract: Include a Subcontract Worksheet.	\$146,567.40	Contract for design-build construction of restoration project, contract for hiring consultant to serve as criteria engineer and construction oversight manager, and for legal assistance.
Other		
Cost Share		
Indirect Only available if you have a negotiated federal indirect rate with US EPA. (May not exceed 25% of personnel and fringe costs).		
TOTAL	\$156,462	

Match

Budget Justification

Provide a summary of your **total CASH MATCH and In-Kind Services** budget (by category) and include a **BRIEF** justification and **ITEMIZED** breakdown for the amount proposed in each category. **ANY** budget category with an amount entered **MUST** be accompanied by a justification/description. PLEASE NOTE: Applicants providing **PERSONNEL** and/or **FRINGE BENEFIT** match funding **MUST** also complete a **PERSONNEL ROSTER**. Applicants showing match under the Subcontracts Category must also complete a **SUBCONTRACT WORKSHEET**.

Category	Local Match Budget	BUDGET Justification & Description
Personnel: Applicants must include a Personnel Roster if Personnel Matching Funds are included.		
Fringe Benefits Applicants may only claim sponsoring organization personnel fringe benefits as Match.		
Travel If out-of-state travel is requested you must include an itemized listing of each proposed trip and estimated costs by trip.		
Equipment Specific items costing more than \$5,000 per unit are not eligible.		
Supplies		
Subcontract: includes technical services provided by project partners such as engineering, etc. Include a subcontract worksheet.	\$104,308.00	Cash Match to cover subcontractual costs for project design, engineering, permits, construction and construction oversight (intent=WRRSP local match source).
Other:		
Cost Share		
Indirect: Only available if you have a negotiated federal indirect rate with US EPA at the time of application. (Unrecovered Indirect costs >25% may be used as local match)		
TOTAL	\$104,308.00	

Section 319 IMPLEMENTATION Project Subgrant Application
Part Four (B): Personnel Roster Worksheet
FEDERAL SECTION 319 Grant Funds

This form **MUST** be completed whenever grant funds are requested for salary and fringe benefit costs only for those **employees of the grant sponsoring organization working on the project.**

Employee Title	# of Hours	Hourly Wage	Total Salary Costs	Fringe Rate/Hour	Total Fringe Costs	Role/Description of Tasks and Responsibilities
District Administrator	20	\$41.07	\$821.40	\$5.90	\$118.00	Contract Administration, Management
Euclid Creek Watershed Coordinator	180	\$28.08	\$5,054.40	\$12.44	\$2,239.20	Grant / project management, hiring consultants, and facilitating outreach tasks.
Natural Resources Coordinator	40	\$27.49	\$1,099.60	\$14.05	\$562.00	Project coordination and restoration oversight.
	240		\$6,975.40		\$2,919.20	

Part Four (B): Personnel Roster Worksheet
LOCAL MATCHING Funds

This form **MUST** be completed whenever grant funds are requested for salary and fringe benefit costs used as local match only for those **employees of the grant sponsoring organization working on the project.**

Employee Title	# of Hours	Hourly Wage	Total Salary Costs	Fringe Rate/Hour	Total Fringe Costs	Role/Description of Tasks and Responsibilities

Section 319 IMPLEMENTATION Project Subgrant Application

Part Four (C): SUB-CONTRACT Worksheet

A separate sub-contractual worksheet must be completed when any part of a proposed project will be prepared or produced by a party OTHER than the grant sponsoring organization.

Project Sponsor	Cuyahoga Soil & Water Conservation District			
PROJECT Title	East Branch of Euclid Creek, School of Innovation Stream Restoration Project			
Deliverable	# of Units to be Completed (such as hours of service)	\$\$ Cost per Unit	Total Est. \$\$ Costs	Description
Criteria Engineer Services	117.65 hours	\$85/hour	\$10,000	Criteria Engineer and Construction Oversight Manager
Project Design and Engineering Services	501.47 hours	\$85/hour	\$42,625	To develop final engineering/design plans, all permitting, and survey work
Project Construction	600 LF Stream Channel	321.25/LF	\$192,750	To conduct all stream restoration work on project.
Legal Assistance	58.82 hours	\$85/hour	\$5,000	Conservation Easement and Legal Fees
Project Signage	2	\$250	\$500	To print and install 2 signs at project site
Total Sub-Contracting Costs Associated with this Project			\$250,875	

Please NOTE: Briefly describe the process that will be employed by the grant sponsoring organization when selecting sub-contractors (use additional space if necessary): As a political subdivision of the State of Ohio, CSWCD will follow the guidelines set forth in the Ohio Revised Code, specifically ORC 940, which governs Soil and Water Conservation Districts. RFQ's will be issued for each contract, and contractors will be selected as outlined in ORC 153.

Match Commitment Form

A match commitment form must be completed for EACH organization that is committing any form of local match to the proposed project. Local match becomes "federalized" upon awarding of a grant and are required to meet all Section 319 grant limitations and accounting guidelines.

Project Title	East Branch of Euclid Creek, School of Innovation Stream Restoration Project	
Project Sponsor	Cuyahoga Soil & Water Conservation District	
Street Address City, State, Zip	6100 West Canal Road, Valley View, OH 44125	
Telephone	216-524-6580	
CASH MATCH PROVIDED: Cash Match must be deposited directly into the grant account for exclusive use of the project sponsor to complete the project.	\$104,308	
IN-KIND SERVICES PROVIDED: All match other than cash		
TOTAL MATCH VALUE	\$104,308	
THIS FORM SHOULD BE USED ONLY FOR MATCH BEING PROVIDED BY THE GRANT SPONSOR/APPLICANT. USE THE OTHER LOCAL MATCH FORM FOR MATCH PROVIDED BY OTHER PROJECT PARTNERS.		
Budget Category	AMOUNT	Description
Personnel		
Fringe Benefits		
Travel		
Equipment		
Supplies		
Subcontract	\$104,308	Project design, engineering and construction
Other		
Cost-Share		
Indirect (only available if you have a previously negotiated federal indirect rate)		
TOTAL	\$104,308	
<i>"I certify that that no federal funds (or employees paid with federal funds) are being used to match Section 319 monies."</i>		
Name & Title of Authorized Individual	Janine H. Rybka, District Administrator	
Authorized Signature		



WILLOUGHBY-EASTLAKE BOARD OF EDUCATION

Stephen L. Thompson, Superintendent
William Parkinson, Treasurer

Board of Education Members
Connie Newyear, President
Sharon Scott, Vice-President · Rena Perchinske
Margaret Warner · Amy Zuren

37047 Ridge Road · Willoughby, OH 44094 · Phone: (440) 946-5000 · Fax: (440) 946-4671

August 25, 2016

Russ Gibson, NPS Program Manager
Ohio EPA / Division of Surface Water
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43217-1049

RE: Ohio EPA Section 319 Grant Proposal – Willoughby-Eastlake School of Innovation Stream Restoration Project

The Willoughby-Eastlake Board of Education (W-E BOE) is the land owner of the property and fully supports the Cuyahoga Soil & Water Conservation District's proposal to the Ohio Environmental Protection Agency, Section 319 Grant program for the *Willoughby-Eastlake School of Innovation Stream Restoration Project*.

The School of Innovation anticipates collaborating on the project with the Euclid Creek Watershed Program by involving students in the project design, installation of plantings and managing invasive plant species, and developing a land lab to help monitor the success of the restoration project. This project lines up with STEM goals and getting students hands-on experience with a natural resource in the school's back yard. Through participating in active restoration and maintaining the restoration project to benefit water quality, native species diversity and wildlife, students will learn how to create a healthy watershed system.

The Willoughby-Eastlake Board of Education sees this project as a great opportunity for involving students in the restoration of the Euclid Creek Watershed and recommends its funding for implementation.

Sincerely,

Connie Newyear, President

Willoughby-Eastlake Board of Education

Teach · Learn · Grow

ATTACHMENT B

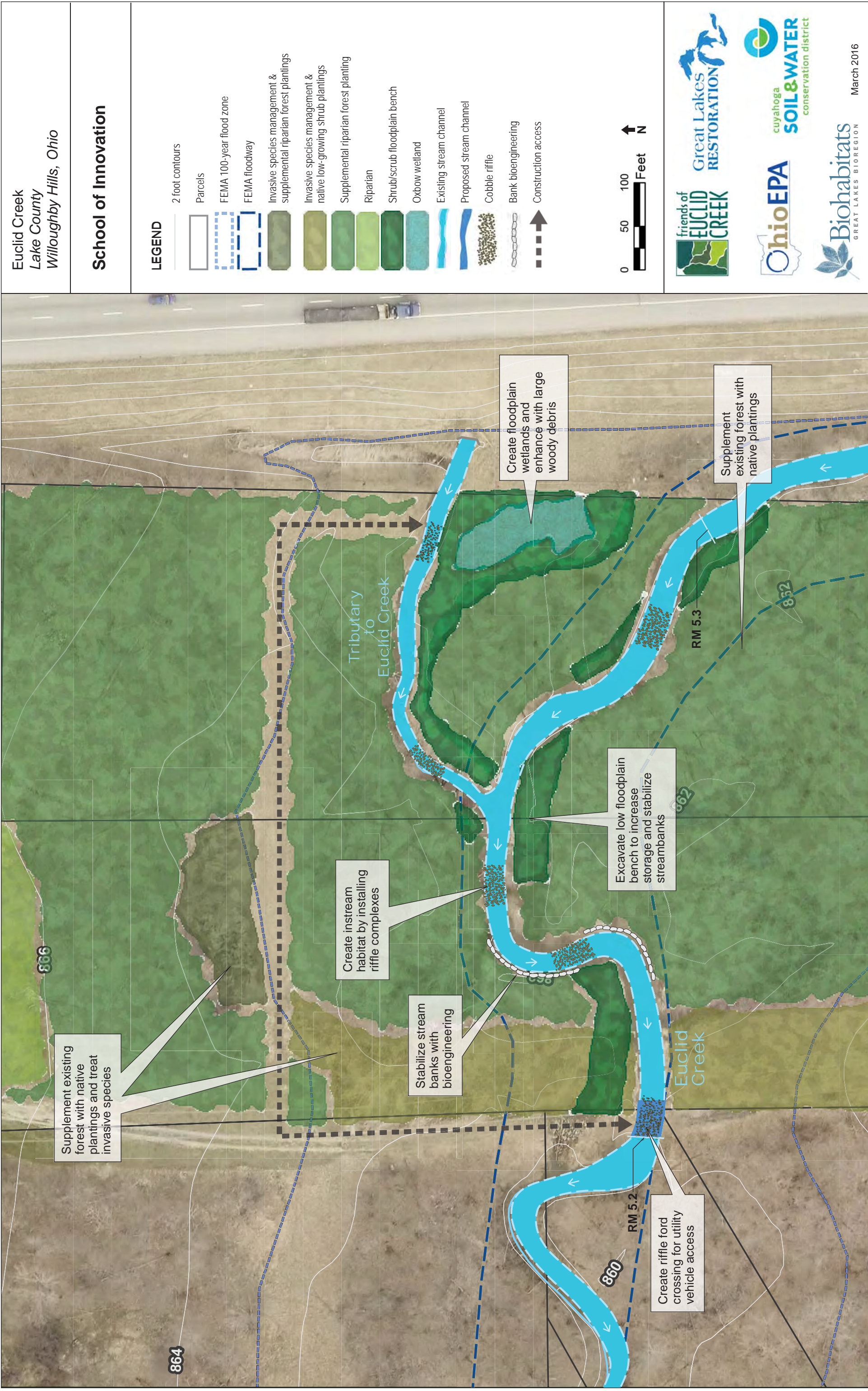
Project Location Map

East Branch Euclid Creek - Willoughby Eastlake School of Innovation Project



ATTACHMENT C

Project Concept Plan



ATTACHMENT D

Draft Contract

**EAST BRANCH OF EUCLID CREEK RESTORATION AT THE WILLOUGHBY-EASTLAKE
SCHOOL OF INNOVATION**

PROFESSIONAL DESIGN/BUILD SERVICES AGREEMENT

This EAST BRANCH OF EUCLID CREEK RESTORATION AT THE WILLOUGHBY-EASTLAKE SCHOOL OF INNOVATION Project Agreement (“Agreement”), made and entered into as of the effective date appearing at the end of this Agreement, by and between the **CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT OF CUYAHOGA, OHIO** (the “Cuyahoga Soil and Water Conservation District”), and **<INSERT LEAD CONTRACTOR NAME>** (“Design/Build Team”).

W I T N E S S E T H:

WHEREAS, the Cuyahoga Soil and Water Conservation District currently manages and operates a United States Environmental Protection Agency (US EPA) Section 319(h) Nonpoint Source Project Grant (319 Grant) through the Ohio Environmental Protection Agency (Ohio EPA) (the “Grant”), with supplemental funding through the Northeast Ohio Regional Sewer District’s Stormwater Program and the City of Willoughby Hills’ Stormwater Program through Lake County;

WHEREAS, the purpose of the Project is for the successful completion of a stream restoration project to improve aquatic habitat in the East Branch of the Euclid Creek;

WHEREAS, in order that the Cuyahoga Soil and Water Conservation District may fulfill its responsibilities under the Grant in connection with the Project, the Cuyahoga Soil and Water Conservation District requires the assistance of a design/build consultant team;

WHEREAS, the Cuyahoga Soil and Water Conservation District is empowered to pay monies to the Design/Build Team;

WHEREAS, the site requiring the assistance of the Design/Build Team has been identified and is more particularly described or shown in the Grant (**Exhibit A**);

WHEREAS, the Design/Build Team possesses the relevant professional experience, competence and knowledge, as required under the Act and any regulations promulgated thereunder, to render the services (“Services”) provided for in this Agreement, and desires to render such Services to the Cuyahoga Soil and Water Conservation District with respect to the Project Area; and

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Cuyahoga Soil and Water Conservation District and the Design/Build Team, agree as follows:

1. TERM.

This Agreement is effective for the period beginning _____ and terminating on or before July 31, 2019. Construction must be completed on or before May 31, 2019.

2. COST OF SERVICES.

The Cuyahoga Soil and Water Conservation District agrees to pay the Design/Build Team a sum not to exceed Two Hundred and Thirty Five Thousand Three Hundred and Seventy Five Dollars (\$235,375) for services rendered pursuant to the terms of this Agreement. No other expenses shall be billed to Cuyahoga Soil and Water

Conservation District, unless previously approved in writing by Cuyahoga Soil and Water Conservation District. This amount shall constitute full and final payment for all the work.

Each month, the Design/Build Team will submit to the Cuyahoga Soil and Water Conservation District a partial payment invoice, filled out and signed by the Design/Build Team covering the work performed during the previous month and supported by such data as the Cuyahoga Soil and Water Conservation District may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment invoice shall also be accompanied by such supporting data, satisfactory to the Cuyahoga Soil and Water Conservation District as will establish the Cuyahoga Soil and Water Conservation District's title to the material and equipment and protect its interest therein, including applicable insurance. The Cuyahoga Soil and Water Conservation District will, within fourteen (14) days after receipt of each partial payment invoice, either indicate in writing the approval of payment and process the partial payment invoice for payment or return the partial payment invoice to the Design/Build Team indicating in writing the reason for refusing to approve payment. Delays in the processing of partial payment invoices may result in a hold on work until such time as payments are made current.

In the case of a refused partial payment invoice, the Design/Build Team may make the necessary corrections and resubmit the partial payment estimate. The Cuyahoga Soil and Water Conservation District will pay the Design/Build Team for labor performed and material incorporated in the Work at the rate of 92 percent (92%) of the amount of the estimate as approved by the Cuyahoga Soil and Water Conservation District until 50 percent (50%) completed. Following 50% completion, invoices shall be paid at the rate of the 100 percent (100%) of the amount of additional labor and material furnished and approved.

Payment for material and equipment delivered and not incorporated shall be based on the schedule of quantities and cost submitted. Any money due from the Cuyahoga Soil and Water Conservation District shall, on the day that it is due, be paid to the Design/Build Team.

The request for payment may also include an allowance for the cost of such major material and equipment which are suitably stored either at the site or near the site.

Cuyahoga Soil and Water Conservation District is a tax exempt political subdivision of the State of Ohio (Federal I.D. No. 34-1402694). Necessary tax exemption forms will be furnished to the Design/Build Team when the contract is awarded.

Cuyahoga Soil and Water Conservation District will not be liable for any interest or penalties incurred due to late payment or nonpayment of any taxes by the Design/Build Team, but instead the Design/Build Team will be fully responsible for payment of said interest and penalties.

Payments will be made by Cuyahoga Soil and Water Conservation District after receipt and acceptance of proper invoices and normal processing time – approximately 21 days. Cuyahoga Soil and Water Conservation District does not pay service charges or interest on late payments.

3. TERMINATION.

Cuyahoga Soil and Water Conservation District may terminate this Agreement with or without cause upon thirty (30) days written notice. In the event of the termination without cause, the Cuyahoga Soil and Water Conservation District agrees to pay the Design/Build Team for work executed. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach. For intentional misconduct constituting a breach,

however, Cuyahoga Soil and Water Conservation District may terminate this Agreement immediately without notice or opportunity to cure.

4. SERVICES.

1. **Purpose of Services.** The Design/Build Team acknowledges that the purposes of the Services to be provided pursuant to this Agreement shall include making all appropriate inquiry into the uses and environmental condition of the Project Area in accordance with generally accepted commercial and customary standards and practices and as a consequence of such inquiry, subject to the scope and budget authorized by the District, to provide design/build services for the Project. The Design/Build Team shall perform the Project Services in full compliance with all applicable federal, state and local laws and regulations.

2. **Quality of Services.** The Design/Build Team shall provide and direct any and all qualified personnel necessary to perform the Services required pursuant to the express and implied terms and conditions of this Agreement, with a degree of skill, care and judgment normally exercised by recognized professional firms performing services of a similar nature in the State of Ohio.

3. **Scope of Services and Deliverables.** The specific scope details and tasks and schedule to be accomplished with this proposal are detailed in the Request for Qualifications (**Exhibit B**) and the Design/Build Team Statement of Qualifications (**Exhibit C**).

5. CONSTRUCTION OVERSIGHT MANAGER.

The Design/Build Team understands that the Cuyahoga Soil and Water Conservation District will designate a Construction Oversight Manager to review the engineering and design at critical stages and observe and inspect construction of the project. The Construction Oversight Manager will provide these services in accordance with the specific terms and conditions of each of the following, including, but not limited to; the scope of services detailed in **Exhibit B**, the approved details plans and specifications, and all Federal, State and Local requirements.

6. INDEMNIFICATION.

The Design/Build Team shall release, indemnify and hold harmless the Cuyahoga Soil and Water Conservation District and the Construction Oversight Manager's entity from and against any and all liabilities, claims, suits, damages, charges or expenses (including attorney's fees, whether at trial, appeal or otherwise) which the Cuyahoga Soil and Water Conservation District and the Construction Oversight Manager's entity may suffer, sustain, incur or in any way be subjected to by reason of or as a result of any act, negligence or omission on the part of the Design/Build Team, its agents or employees or subcontractors, in the execution or performance of the obligations under this Agreement.

7. INSURANCE PROVISIONS.

The Design/Build Team shall, at its expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 1 through 6 inclusive, of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio.

The Design/Build Team shall not commence work, nor shall it permit any of its subcontractors to commence work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Cuyahoga Soil and Water Conservation District. Such insurance policies shall be kept in force until the Design/Build Team receives final payment.

Insurance shall be endorsed so that it cannot be changed or cancelled in less than ten (10) days after receipt by the Design/Build Team and the Cuyahoga Soil and Water Conservation District of written notice of such proposed action from the Insurer.

The insurance specified in Subparagraphs 1 and 3 shall be written under the comprehensive general form of liability insurance contracts.

The Design/Build Team shall furnish appropriate certificates of insurance.

In addition to the insurance described hereinafter, the Design/Build Team shall secure and maintain such other insurance as may be designated elsewhere in this contract document.

If the Design/Build Team is required to repair or perform work after the completion of the work involved under this Contract, it shall obtain new policies in accordance with the requirements in this section.

1. **Workers Compensation:** The Design/Build Team shall provide Workers Compensation Insurance for all employees engaged in Work who may come within the protection of the workers compensation law, and, where applicable, employer's General Liability Insurances for employees not so protected and shall require all subcontractors to provide corresponding insurance.

The Design/Build Team shall indemnify and hold harmless the Cuyahoga Soil and Water Conservation District, the State of Ohio, the Willoughby-Eastlake City School District Board of Education and the City of Willoughby Hills against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.

2. **The Design/Build Team's Motor Vehicle Bodily Injury and Property Damage Liability Insurance:** Insurance to cover liability arising from the use and operation of motor vehicles in connection with the performance of the Contract (as customarily defined in liability insurance policies), whether they be owned, hired or non-owned by the Design/Build Team, as follows:

Bodily Injury Liability: \$500,000 for each person; limit of \$1,000,000 for each occurrence.

Property Damage Liability: \$500,000 for each occurrence.

3. **The Design/Build Team's Public Liability and Property Damage Liability Insurance:** The Design/Build Team's Public Liability Insurance providing a limit of not less than \$500,000 for all damages arising out of bodily injuries, including accidental death to one person, and a total limit of \$1,000,000 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. The Design/Build Team's Property Damage Liability Insurance providing for a limit on not less than \$500,000 for all damages to or destruction of property.

Coverage under this policy shall include, to the limits indicated above, the collapse or damage to any structure, building or its contents, public or private utility, or pavement during construction and for two (2) years thereafter.

Whenever Work under the Contract is to be done in the vicinity of existing underground utilities or structures, coverage under the policy shall also include, to the limits indicated, all damages to said underground utilities or structures during the construction and for a period of two (2) years thereafter. Whenever Work under the Contract is to be done by blasting, coverage under the policy shall also include, to the limits indicated above, all damages of any kind whatsoever caused by blasting.

4. **The Design/Build Team's Protective Public Liability and Property Damage Liability Insurance:** the Design/Build Team's Protective Public Liability and Property Damage Liability Insurance for operations performed by subcontractors providing for coverage and limits corresponding to those described in subparagraph 4.
5. **Owner's (Cuyahoga Soil and Water Conservation District and the Project Oversight Manager's Entity) Protective Public Liability and Property Damage Liability Insurance:** Regular Owner's Protective public Liability and Property Damage Liability Insurance for operations performed by the Design/Build Team or any subcontractors providing for coverage and limits corresponding to those described in subparagraph 4.

8. UNRESOLVED FINDING FOR RECOVERY.

Ohio Revised Code Section 9.24 prohibits the award of a contract to any entity against whom the Auditor of the State has issued a finding for recovery, if the finding for the recovery is "unresolved" at the time of the award of the contract. By executing this contract, the Design/Build Team warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under the Ohio Revised Code Section 9.24.

9. SUSPENSION AND DEBARMENT.

The Cuyahoga Soil and Water Conservation District will not award a contract for goods or services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System (www.epls.arnet.gov/).

The Design/Build Team will comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)". The Design/Build Team will also ensure that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C.

10. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

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

The Design/Build Team 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 Design/Build Team 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.

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

11. DECLARATION REGARDING MATERIAL ASSISTANCE TO A TERRORIST ORGANIZATION.

The Design/Build Team will complete the Declaration Regarding Material Assistance to a Terrorist Organization. This Declaration is required to be completed by the Design/Build Team to certify that it has not provided “material assistance” to a terrorist organization.

Prior to entering into a contract to conduct business or receive funding, any person, company, affiliated group, or organization, and any person who owns, or otherwise has controlling interest in a company, affiliated group, or organization that conducts any business with the State, any instrumentality of the state, and any political subdivision of the state, shall certify that it does not provide material assistance to any organization on the United States Department of State terrorist exclusion list. The certification shall be made by completing the declaration of material assistance/non-assistance. See Ohio Revised Code §2909.33 (C).

12. VIOLATING FACILITIES.

The Design/Build Team shall comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

13. DRUG FREE WORKPLACE.

The Design/Build Team shall comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all of its employees, agents, or subcontractors while working on this project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way as set forth in Title 40 CFR Part 36.

14. ANTI-LOBBYING.

The Design/Build Team agrees that it will not use assistance funds (federal or non-federal share) for lobbying or political activities, in accordance with U.S. EPA Guidance and OMB Circulars Number A-21, A-87, and A-122, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

15. COMPLIANCE WITH OMB CIRCULAR NO. A-133 AND RECORDS.

The Design/Build Team agrees to fully comply with all requirements of OMB Circular No. A-133 (Revised 06/27/03, further amended 6/26/07) “Audits of States, Local Governments, and Non-Profit Organizations”.

The Design/Build Team also agrees to allow Cuyahoga Soil and Water Conservation District, U.S. EPA, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of the Design/Build Team pertinent to the contract for the purpose of audits, examinations, excerpts and transcriptions per 40 CFR 31.42(e) and records retainment for three years after the Design/Build Team receives final payment.

16. PAYMENT TO DESIGN/BUILD TEAM.

The Design/Build Team agrees to participation in the salary rate (excluding overhead) paid to Subrecipient or Subrecipient's subcontractor shall be limited to the maximum daily rate for a Level IV or the Executive Schedule, available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Sub agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

17. PREVAILING WAGE

In accordance with prevailing statutes, the prevailing wage rates to be paid each laborer or mechanic engaged in Work on this Project shall be not less than the hourly wage rate set opposite the occupation listed in the Ohio State Wage Determination at time of bidding. The Contractor must submit properly executed copies of the Contractor's and Subcontractor's payrolls to the OWNER's Prevailing Wage Coordinator in accordance with the requirements of Ohio Revised Code Section 4115.071.

Section 4115.05 of the Ohio Revised Code provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects. Contractor shall be responsible for paying each new rate established at no charge in the Contract Price.

18. ANTI-KICKBACK.

The Design/Build Team agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3) which prohibits contractors 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 is otherwise entitled.

19. U.S. EPA REPORTING.

The Cuyahoga Soil and Water Conservation District is required to report on project progress through quarterly and semi-annual reporting to Ohio EPA, including but not limited to documenting project and fiscal progress. The Design-Build Team shall provide to Cuyahoga Soil and Water Conservation District information necessary to complete these reports within five (5) days of a request for information.

20. U.S. EPA PUBLICATIONS.

The recipient agrees that any reports, documents, publications, signs or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (Project Number 17(h)EPA-20) to Cuyahoga Soil & Water Conservation District. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

All project partners will also be recognized for their contribution.

21. RIGHTS TO INVENTIONS, COPYRIGHTS, AND DATA.

The Design/Build Team agrees to fully comply with the rights of the Federal Government or the Cuyahoga Soil and Water Conservation District in any invention resulting from this contract, and to copyrights and rights to data in accordance with 40 CFR 31.34, and any implementing regulations issued by the U.S. Environmental Protection Agency.

22. CONTRACT WORK HOURS AND SAFETY STANDARDS.

The Design/Build Team agrees to fully comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). In addition, the Design/Build Team agrees that no laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

23. MAINTENANCE BOND.

At the time the contract is entered into, the Design/Build Team shall provide 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 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 the SWCD, 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, the SWCD reserves the right to make such corrections at the expense of the contractor or bonding company.

24. PERFORMANCE BOND.

At the time the contract is entered into, the Design/Build 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 Cuyahoga Soil and Water Conservation District 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 Cuyahoga Soil and Water Conservation District and the Project site owner. Said bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of Treasury Circular 570 "Surety Companies Acceptable on Federal Bonds". Bonding requirements are detailed in 40 CFR 30.48 (<https://www.gpo.gov/fdsys/pkg/CFR-2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf>).

25. PAYMENT BOND.

At the time the contract is entered into, the Design/Build Team shall file a payment bond for the amount of one hundred percent (100%) of the contract price.

26. WARRANTY.

The Design/Build Team shall provide a One-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. The one year warranty will also allow for repair or replacement of any deficient stream stabilization and in-water structures.

- a. "Warranty Period" means a period of one (1) year 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 the Contractor under the Contract Documents, which the SWCD deems to be defective in material or workmanship or not in conformance with the Contract Documents.

27. SEVERABILITY.

If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of the agreement and any other application of such provision shall not be affected thereby.

28. EXHIBITS.

All of the exhibits are incorporated by reference and are part of this Agreement. The parties agree to comply with all of the requirements set forth in the Exhibits and shall be governed accordingly.

This Agreement shall also contain the complete Grant Application (**Exhibit A**), the Request for Qualifications (**Exhibit B**), and the SOQ of the Design/Build Team (**Exhibit C**) which shall be made a part of and incorporated into this Agreement.

29. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

Address:

DESIGN/BUILD TEAM:

CUYAHOGA SOIL & WATER CONSERVATION DISTRICT

Cuyahoga SWCD

Jared Bartley, Rocky River Watershed Program
Manager

3311 Perkins Ave., Suite 100

Cleveland, Ohio 44114

216 524-6580 ext 1003

jbartley@cuyahogaswcd.org

30. MISCELLANEOUS.

In performing the services specified under the terms of this Agreement, the Design/Build Team shall not subcontract nor shall any subcontractors commence performance of any part of the work or services included in the Agreement without previous written consent of the Cuyahoga Soil and Water Conservation District.

Subcontracting, shall not relieve the Design/Build Team of any of its obligations under this Agreement. The Design/Build Team shall be and remain responsible to the Cuyahoga Soil and Water Conservation District for the acts or faults of any such subcontractors and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be an agent or employee of the Design/Build Team to the extent of its subcontract.

The Design/Build Team shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for its employees for the payment of any and all contributions or taxes, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by wages, salaries or other remuneration paid to persons employed by the Design/Build Team on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said laws by any authorized state or federal officials.

Designated representatives of the U.S. EPA, Cuyahoga and Lake County Soil and Water Conservation District, the State of Ohio, the Willoughby-Eastlake City School District Board of Education, Northeast Ohio Regional Sewer District, Lake County Stormwater Management Department and the City of Willoughby Hills will have access to the work whenever it is in preparation or progress and the Design/Build Team will provide for such access and inspection.

The Design/Build Team shall prepare, file, and obtain all necessary easements for the project including coordination with FirstEnergy, ODOT, and the owner of the existing sanitary sewer. Portions of the work limits occupy an existing FirstEnergy overhead electric transmission line right-of-way. Appropriate clearance from overhead conductors and setback distances from existing tower structures shall be maintained throughout the work. Contractor shall secure a Consent Agreement with FirstEnergy to access and work within the Transmission line right-of-way and shall adhere to the work restrictions referenced in the following:

<https://www.firstenergycorp.com/help/safety/real-estate-power-lines/transmission-right-of-way.html>.

31. GOVERNING LAW.

This agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of Ohio.

32. DISPUTE RESOLUTION.

Upon mutual consent of the parties, any dispute between the parties concerning this Agreement may be settled by binding arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Ohio. The arbitrator shall decide legal issues pertaining to the dispute, controversy or claim pursuant to the laws of the State of Ohio. Judgment on the award rendered by the arbitrator may be entered into any court having jurisdiction thereof. Each party shall bear its own cost and expense of arbitration, including the arbitrator's fees. If the parties do not mutually consent to submit a dispute to arbitration, the dispute may be resolved through filing an appropriate action in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of _____, which shall be deemed the effective date for all purposes of this Agreement.

DESIGN/BUILD TEAM:

**CUYAHOGA SOIL AND WATER
CONSERVATION DISTRICT**

By: _____
Name:
Title:

By: _____
Ruth J. Skuly
Title: Chair

EXHIBITS

- A. United States Environmental Protection Agency (US EPA) Section 319(h) Nonpoint Source Project Grant (319 Grant) Application
- B. Request for Qualifications
- C. Design/Build Team Statement of Qualifications

ATTACHMENT E

References Sheet

Attachment E
DESIGN/BUILD TEAM'S REFERENCE SHEET

INSTRUCTIONS:

List a minimum of three (3) references that most closely reflect a similar scope of work projects within the past 5 years. Provide all data requested below for each reference listed. Use additional sheets if desired.

ORGANIZATION'S NAME:

CONTACT PERSON'S NAME:

ORGANIZATION'S FULL ADDRESS:

CONTACT PERSON'S TELEPHONE NUMBER:

DATE SERVICE(S) PROVIDED:

SPECIFY THE SERVICES PROVIDED:

ORGANIZATION'S NAME:

CONTACT PERSON'S NAME:

ORGANIZATION'S FULL ADDRESS:

CONTACT PERSON'S TELEPHONE NUMBER:

DATE SERVICE(S) PROVIDED:

SPECIFY THE SERVICES PROVIDED:

ORGANIZATION'S NAME:

CONTACT PERSON'S NAME:

ORGANIZATION'S FULL ADDRESS:

CONTACT PERSON'S TELEPHONE NUMBER:

DATE SERVICE(S) PROVIDED:

SPECIFY THE SERVICES PROVIDED: