



**West Branch Euclid Creek-Mayfield Campus Stream Restoration  
Project**

**Request for Qualifications  
(Design Services)**

**October 25, 2019**

**Statement of Qualifications must be received by 4:00 pm (local time) on November 22, 2019**

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## **ATTACHMENTS**

- A. Project Location Map
- B. Project Concept Plans
- C. Draft Contract
- D. References Sheet

## SECTION A: NOTICE TO DESIGN TEAMS

Cuyahoga Soil & Water Conservation District (SWCD) is seeking a Design Contractor (Contractor) to complete a 100% design plan, engineering, construction bid package and a Quality Assurance Project Plan (QAPP) that meets EPA requirements for the design project, for a stream restoration design project for West Branch Euclid Creek-Mayfield Campus Stream Restoration (Project). This design project is funded by Ohio Lake Erie Commission through a United States Environmental Protection Agency (US EPA) Great Lakes Restoration Initiative (GLRI) grant.

The Contractor shall furnish all necessary documents, drawings, plans, and labor to complete design & engineering for Phase 1 & 3 Mayfield Campus Stream Restoration Projects, Construction Bid Documents, a project QAPP, Construction and Monitoring QAPP, SWPPP, preliminary permit preparation, Long-Term Maintenance Plan, and survey services to help draft and Environmental Covenant for the two stream restoration project phases.

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 Elizabeth Hiser at 216-524-6580 (Ext. 1002) or [ehiser@cuyahogaswcd.org](mailto:ehiser@cuyahogaswcd.org) with questions.

Statements of Qualifications will be received at the Cuyahoga Soil & Water Conservation District, 3311 Perkins Ave., Suite 100, Cleveland, Ohio 44114 or electronically at or [ehiser@cuyahogaswcd.org](mailto:ehiser@cuyahogaswcd.org) until **4:00 pm (local time), November 22, 2019** for the stream restoration design project for *West Branch Euclid Creek-Mayfield Campus Stream Restoration*.

## **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 further 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): (3) Degradation of Fish Populations, (6) Degradation of Benthos and (14) Loss of Fish & Wildlife Habitat.

The project site is in the City of Lyndhurst on the Mayfield Sand Ridge Club Mayfield Campus Golf Course (see **Attachment A**). Within the reaches to be restored, there are areas of bank erosion, failing stabilization practices (gabions), channel incision (downcutting), mowing to the stream's edge, a debris jam, 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. The riparian vegetation generally consists of beech-maple forest in the uplands and maintained turf fairways in the floodplain. While portions of the creek on the Mayfield Campus are attaining goal habitat scores (QHEI), other areas are limited and in need of improvement.

### ***PROJECT DESCRIPTION***

The work to be completed includes the development of:

- a QAPP for the design project,
- 30%, 60%, and 100% design and engineering drawings targeting the restoration of at least 2,000 linear feet (1,350 ft in Phase 1 and 650 ft in Phase 3) of restored riparian streambank and stream corridor in conjunction with meeting habitat goals for Euclid Creek and the Cuyahoga AOC in two locations along the West Branch of Euclid Creek,
- Construction Bid Documents,
- Construction and Monitoring QAPP,
- Preparing/Drafting Permit Applications (USACE, Ohio EPA, and local permitting authorities)\*,
- SWPPP\*,
- Survey services for a draft Environmental Covenant\*, and
- Long-Term Maintenance Plan\*

\*The permit applications, SWPPP, survey services, and maintenance plan will be draft documents.

Consider completion/submission of permits and environmental covenants/easements to not be part of this scope of work due to unknown schedule for construction funding.

The purpose of this Project is to stabilize the eroding banks utilizing bioengineering, thus reducing downstream sedimentation, stabilize the stream bed, improve in-stream and riparian habitat, and reconnect the streams to their floodplain while still allowing for a functional golf course.

Conceptual plans were created for these two phases of stream restoration by Biohabitats in 2016. The concept plans will need to be modified based on Mayfield Campus and Advisory Team input (i.e. in Phase 1 the proposed cart path alignment may need to be adjusted.)



The Conceptual Plans developed by Biohabitats (see **Attachment B**) call for the following:

1. Supplement existing forest with native plantings and treat invasive species
2. Stabilize streambanks with bioengineering
3. Create instream habitat by installing riffle complexes
4. Evaluate low floodplain bench to increase storage and stabilize streambanks
5. Realign Golf Course path and low flow channel
6. Restore rough areas to floodplain forest, shrub/scrub and/or native meadow
7. Remove large woody debris jam

To address the existing issues, the conceptual design for phase 1 (**Attachment B**) shows a rehabilitated Euclid Creek where two areas with small sections of stream would be slightly shifted away from eroding banks and a floodplain bench graded within portions of the fairway. To do this, the existing cart path will need to be moved away from the Creek along the fairway on hole 14. This concept also shows the reestablishment of native riparian 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. In addition, cobble riffles would be added to the new channel and the debris jam and gabions would be removed.

The conceptual design for Phase 3 of the Project begins where the Creek leaves the 18th fairway and extends some 2,200 linear feet to downstream of the driving range where the Creek leaves the golf course property. According to the concept, 650 ft of Euclid Creek in this phase would be rehabilitated by realigning the channel along the southern end of the driving range, thus eliminating erosion by stabilizing the banks. A portion of the floodplain would be excavated along both new banks to create a floodplain bench and then grading the slope from the new floodplain bench to the top of bank at a stable gradient. If floodplain regulations allow, slightly raising the invert of the channel should be examined. The concept proposes to re-establish native riparian woody vegetation along the floodplain where grading is occurring, taking advantage of the benefits provided by a natural forest buffer to slow overland flow, capture woody debris, and process nutrients and sediment from the channel. Meadow would be established between the driving range tee boxes and the driving range itself so as not to impede practice while still providing bank stabilization and slowing flows. A key part of the concept is realigning the channel to relieve pressure on the driving range. By moving the channel, a floodplain bench can be created with more extensive floodplain grading adjacent to the driving range and 18th green.

### **PROJECT GOAL**

The design should result in raising the existing QHEI score of 56.5 to 60 within five years, after the restoration is completed, to meet warmwater habitat criteria. The increase in QHEI score should 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. Approximately 2,000 feet of stream channel to be restored and stabilized in two locations on the Mayfield Campus.
2. Nearly 4,000 feet (two banks) of poor-quality stream bank to be regraded or relocated and stabilized using native plants and bioengineering techniques.

3. Roughly 10.7 acres of existing riparian forest to be enhanced and treated for invasives, 2.6 acres of existing rough to be converted to native riparian forest or native meadow.
4. Removal of one major debris jam.

## SECTION C: QUALIFICATIONS, SCOPE OF SERVICES AND SCHEDULE

Through this Request for Qualifications (RFQ), the SWCD will select most qualified Contractor to provide a USEPA-approved QAPP, recommendations, designs and restoration details, and associated engineering, draft permitting documents, survey work, and a draft long-term operation and maintenance plan for the West Branch Euclid Creek-Mayfield Campus Stream Restoration Project. The selected Contractor will complete a restoration design and other detailed items necessary for putting the project out to bid for construction upon design completion. The contract is subject to current USEPA Grant Terms and Conditions <https://www.epa.gov/grants/grant-terms-and-conditions>. 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 D**).
4. *Ability 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 stream restoration Design experience with a minimum of five (5) stream and wetland restoration Design project examples. Each project reference should include a short description of the scope of work, the engineering and 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 State Historic Preservation Offices (SHPO), United States Army Corps of

Engineers (USACE), Ohio EPA, Federal Emergency Management Agency (FEMA) and local permitting authorities.

- d. Demonstrated knowledge of stream hydrology and stream morphology.
- e. Demonstrated knowledge of golf course restoration projects.
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. Prepare a USEPA approved QAPP for the project.
2. 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 phases that will provide the necessary data needed to complete restoration design details. All elevations and horizontal coordinates are to be referenced to State Plane.
3. Based upon the work conducted in item 1, the consultant will prepare a conceptual design of enhancement options that meet or exceed the following restoration performance criteria:
  - a. Project Goals:
    - i. Approximately 2,000 feet of stream channel will be restored and stabilized in two locations on the Mayfield Campus.
    - ii. Nearly 4,000 feet (two banks) of poor-quality stream bank will be regraded or relocated and stabilized using native plants and bioengineering techniques.
    - iii. Roughly 10.7 acres of existing riparian forest will be enhanced and treated for invasives, 2.6 acres of existing rough will be converted to native riparian forest or native meadow.
    - iv. Removal of one major debris jam.
  - b. Other items that should be included:
    1. Golf course and watershed friendly landscape plans including primarily native plant species
    2. 95% vegetative cover of all disturbed soil
4. Once a concept alternative is prioritized and selected, the consultant will prepare and submit plans for review at 30%, 60%, and 100% levels of completeness. Plans should contain, but not be limited to 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 Lyndhurst 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.
5. Prepare and submit a Basis of Design (BOD) Report at 30%, 60% and 100% 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
6. Revise plans based on comments from the SWCD, Project advisory team, Mayfield Campus and regulatory agencies. At least three rounds of plan review and revisions are anticipated.
7. Utilize natural stream channel restoration techniques (bioengineering) for stream restoration.
8. Minimize disturbance to existing natural vegetation in design for accessing the site and restoring the stream.
9. Provide a project design that protects water quality and stream integrity as much as possible during construction.
10. Schedule and manage progress meetings with the SWCD 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 reporting period,
  - 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.
11. Provide calculations and quantities for soil excavation associated with this project if applicable.
12. Prepare drafts of all necessary local, state and federal permits and certifications for the project construction (such as, but not limited to):
  - a. USACE permitting under the Clean Water Act
  - b. Provide 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 a Floodplain Development Permit. The Floodplain Development Permit applications shall comply with all federal and state statutes, and local laws, rules and ordinances.

13. The Contractor shall provide surveying services for the establishment of an environmental covenant that will encompass the project's restoration limits.
14. Develop a Long-Term Inspection and Maintenance Plan for vegetative management and long-term maintenance of the project. The Long-Term Inspection and Maintenance Plan shall be reviewed and approved by the SWCD.
15. Based upon the design plans, specifications and construction needs for this project, the consultant will prepare an Engineer's Estimate of construction costs and a construction bid package. Assessment and evaluation of costs will be part of the iterative process throughout the project.
16. 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.
17. Provide performance and labor and 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>)
18. Be a registered contractor in the City of Lyndhurst.
19. Contractor and subcontractors, if any, shall comply with the applicable U.S. EPA General Terms and Conditions, which are incorporated by reference as if fully rewritten herein, which may be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.
20. Six Good-Faith Efforts (40 CFR, Part 33, Subpart C): Pursuant to 40 CFR, Section 33.301: Contractor and subcontractors, if any, shall make a good faith effort to purchase goods and services from Ohio companies and from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors. The list of State-certified MBE and EDGE businesses may be found by accessing the following website: <http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>.  
Records documenting compliance with the six good faith efforts shall be retained.
  - i. Ensure Disadvantaged Business Enterprises ("DBE") are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This shall include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
  - ii. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - iii. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
  - iv. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
  - v. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce, and their Ohio counterparts.
21. Make all materials, reports, surveys, delineations, plans, etc. available to the SWCD.
22. Allow the SWCD access to inspect each part or detail of work.

23. 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.

## ***SCHEDULE***

- November 15, 2019**     **3:30 pm – 5:00 pm** Mandatory pre-proposal meeting at Mayfield Campus
- November 22, 2019**     Statement of Qualifications must be received by the SWCD, 3100 Perkins Avenue, Suite 100, Cleveland, OH 44114 or electronically at ehiser@cuyahogawcd.org by 4:00 pm.
- December 2019**     Anticipated date for the SWCD to award contract.  
**Cuyahoga SWCD**  
**Board Meeting**
- September 30, 2020**     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 Lake Erie Commission Grant, 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 ventures 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 submitting entities, if relevant. Contractors 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. QAPP
  - b. Site Assessment
  - c. Design – 30%
  - d. Design – 60%
  - e. Design – 100%
  - f. Preparing/Drafting Permit Applications (USACE, Ohio EPA, and local permitting authorities)\*
  - g. LTOM\*
  - h. Survey services to help draft an Environmental Covenant\*
  - i. Construction QAPP
  - j. SWPPP\*
  - k. Construction Bid Package

\*The permit applications, SWPPP, survey services, and maintenance plan will be draft documents. Consider completion/submission of permits and environmental covenants/easements to not be part of this scope of work due to unknown schedule for construction funding.

The selection process will involve screening of submitted Statement of Qualifications and may also involve interviews. The SWCD will select a Contractor based on 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 OLEC Grant Program. No employee of the OLEC, 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 **November 15, 2019** from **3:30 pm to 5:00 pm** at the Mayfield Campus Golf Course Pro Shop - 1545 Sheridan Road · South Euclid, OH 44121 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 Statements of Qualifications.

If interested, please submit one (1) complete hardcopy and one (1) digital copy of a Statement of Qualifications to the address below. Statement of Qualifications will be received by Elizabeth Hiser with the SWCD, 3311 Perkins Ave., Suite 100, Cleveland, OH 44114 or electronically at [ehiser@cuyahogawcd.org](mailto:ehiser@cuyahogawcd.org) until 4:00 pm local time on Friday, November 22, 2019. 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, "West Branch Euclid Creek-Mayfield Campus Stream Restoration Design Project" with the full name of the submitting Contractor. Flash drive submittals are acceptable.
2. Email submittals entitled "West Branch Euclid Creek-Mayfield Campus Stream Restoration Project"

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 contract agreement (**Attachment C**) will be prepared and forwarded to the successful Contractor.

The SWCD expects to award the contract by **the December Cuyahoga SWCD Board Meeting**. Work will commence after successful execution of a contract for services between the Contractor and SWCD and contract approval by OLEC. All work under this contract, including invoices, must be completed and delivered to the SWCD by **September 30, 2020**.

#### ***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 Elizabeth Hiser via email at [ehiser@cuyahogawcd.org](mailto:ehiser@cuyahogawcd.org). Contractors are hereby expressly instructed not to otherwise communicate with 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 C**. 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 should be submitted as a single file. The size limitation for email submissions is 10 mb.

#### **Responses to this RFQ must be sent to:**

Cuyahoga Soil & Water Conservation District  
*Attn: Elizabeth Hiser, Euclid Creek Watershed Program Manager*  
3311 Perkins Ave., Suite 100  
Cleveland, OH 44114

**Questions should be directed to** Elizabeth Hiser via email only at [ehiser@cuyahogawcd.org](mailto:ehiser@cuyahogawcd.org)

## **SECTION F: SELECTION PROCESS**

### ***SCORING CRITERIA***

The Selection Team will review and evaluate all properly submitted Statements 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. Number and quality of golf course restoration experience.
  - d. Familiarity with local, state, federal requirements.
  - e. Location / Proximity of Project Team.
  - f. Ability to meet project schedule.
  - g. Written quality and clarity of proposal.
  - h. 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 D**. The Contractor shall demonstrate a familiarity with relevant local, state, and federal standards and requirements. Experience in golf course restoration and landscape architecture is preferred. Experience in urban stream environments is preferred.

### ***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 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**

Project Location Map

## Euclid Creek Watershed - Mayfield Campus Project Locations



Conserved Site

Golf Course

Local Park

School

Parcels

### Streams

East Branch

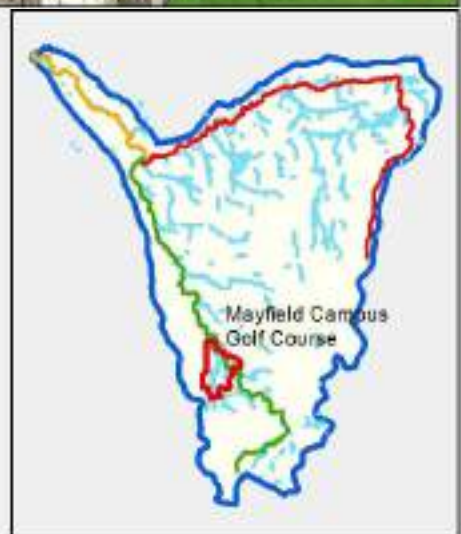
Main Branch

West Branch

Euclid Creek Watershed



0 0.075 0.15 0.3 Miles



## **ATTACHMENT B**

Project Concept Plan



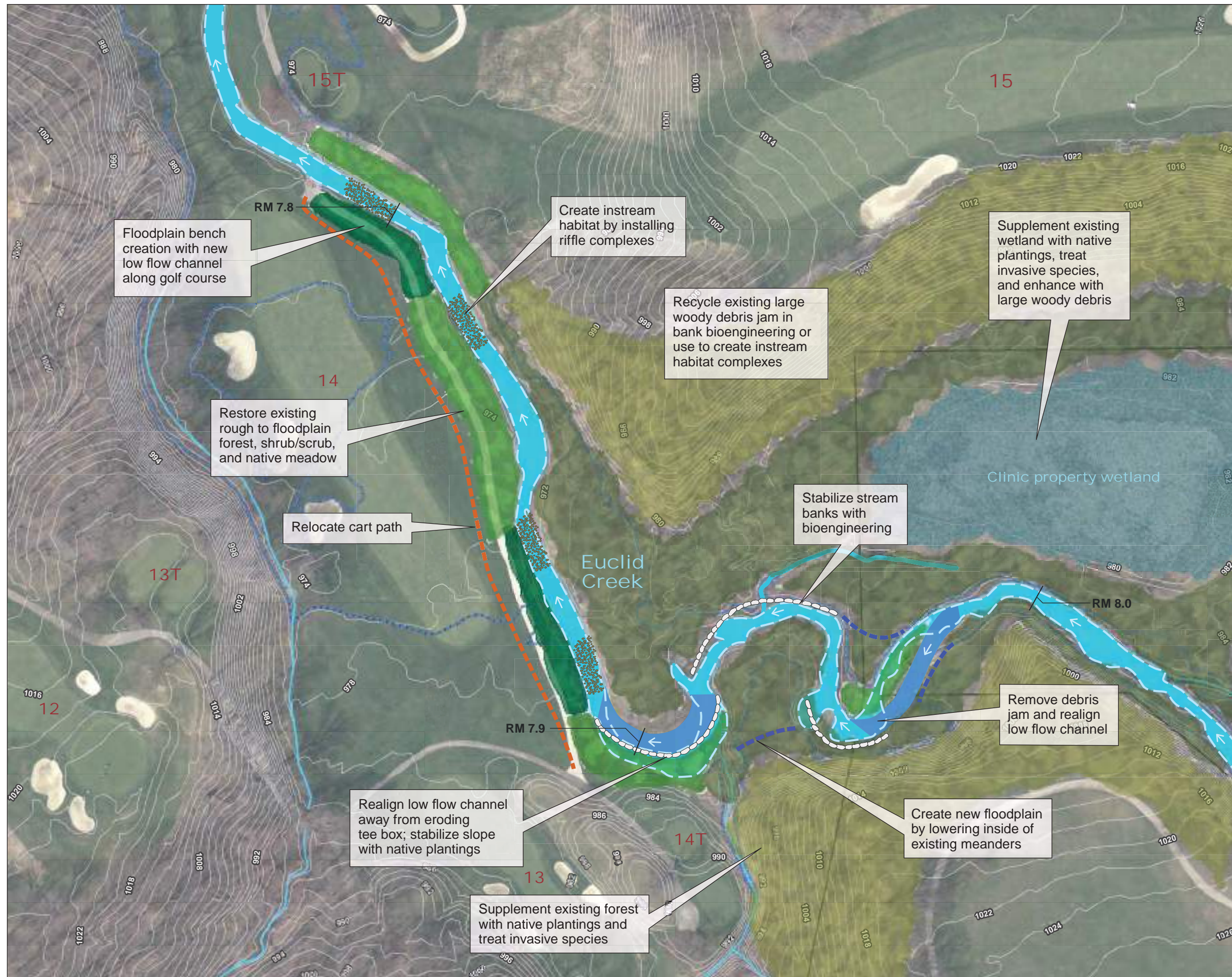
Euclid Creek  
Cuyahoga County  
Cleveland, Ohio

## Mayfield Sand Ridge Golf Course: Phase 1

### LEGEND

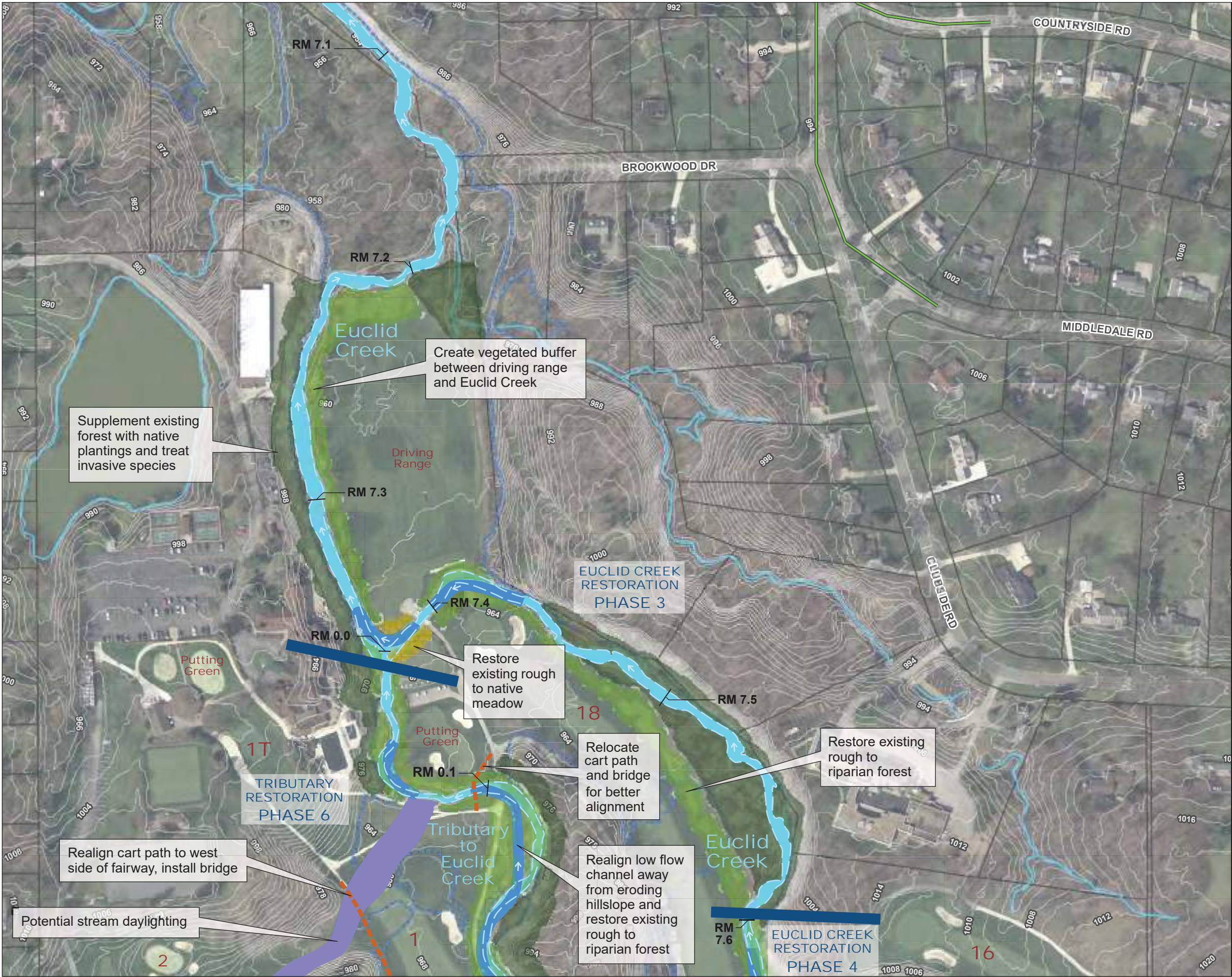
- 2 foot contours
- FEMA 100-year flood zone
- Parcels
- New FEMA 100-year flood zone
- Invasive species management & supplemental riparian forest plantings
- Invasive species management & supplemental upland forest plantings
- Invasive species management & supplemental wetland plantings
- Shrub/scrub floodplain bench
- Floodplain forest
- Existing stream channel
- Proposed stream channel
- Cobble riffle
- Bank bioengineering
- Path realignment

0 50 100 Feet  
N



March 2016





Euclid Creek  
Cuyahoga County  
Cleveland, Ohio

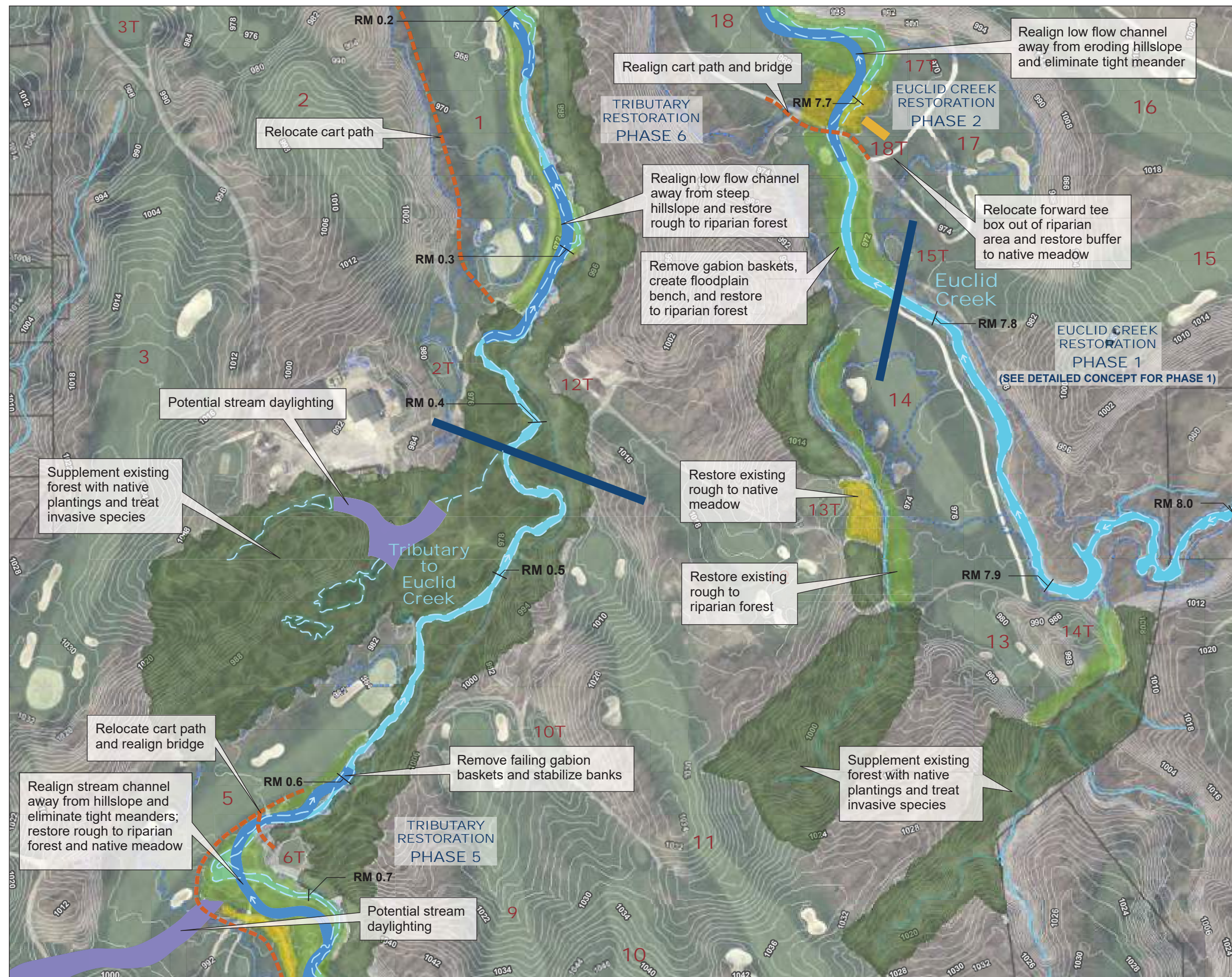
**Mayfield Sand Ridge  
Golf Course: Map 1**

**LEGEND**

- 2 foot contours
- FEMA 100-year flood zone
- Parcels
- Invasive species management & supplemental forest plantings
- Riparian
- Meadow
- Existing stream channel
- Proposed stream channel
- Stream daylighting
- Path realignment
- Tee box relocation
- Phase break







Euclid Creek  
Cuyahoga County  
Cleveland, Ohio

## Mayfield Sand Ridge Golf Course: Map 2

### LEGEND

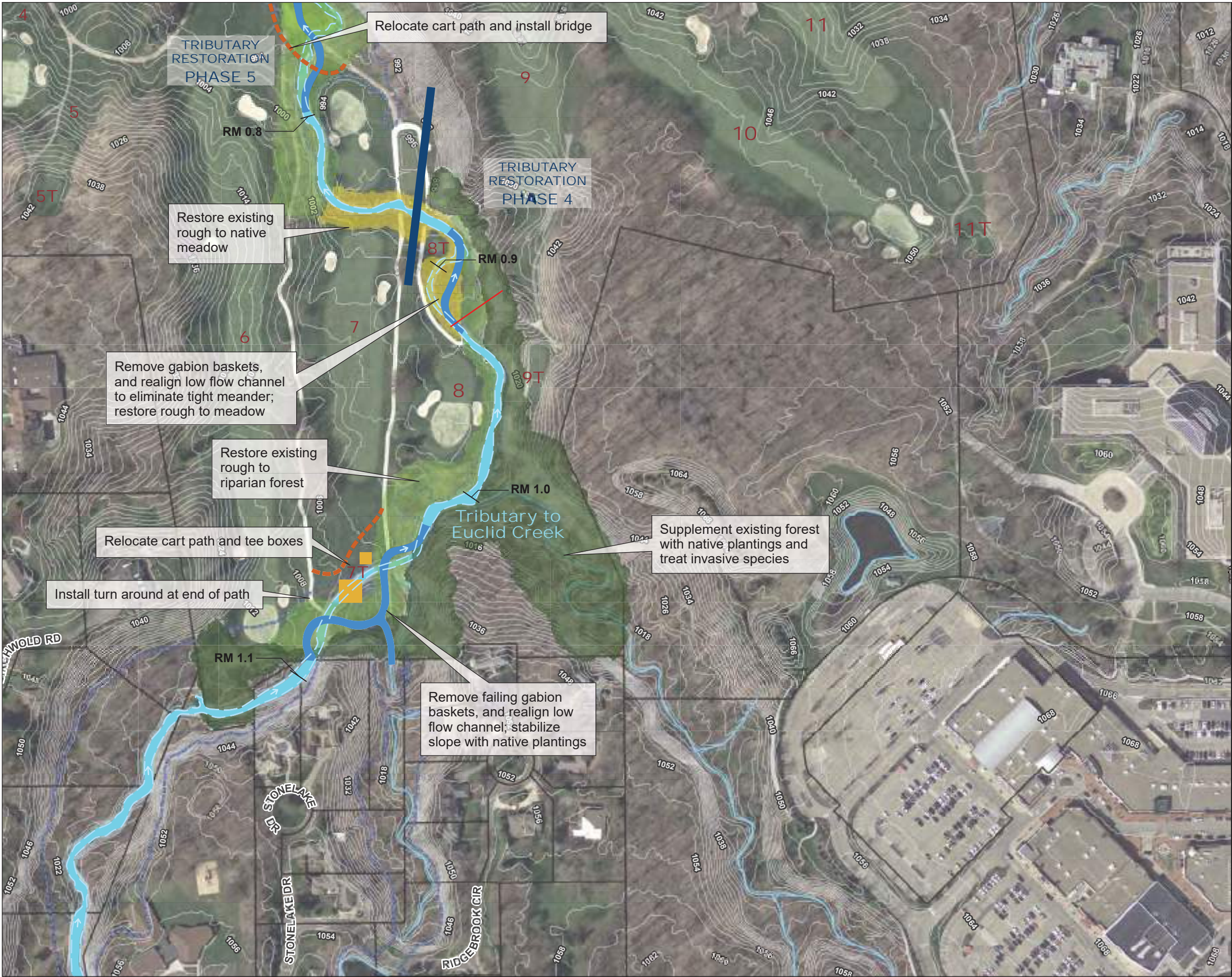
- 2 foot contours
- FEMA 100-year flood zone
- Parcels
- Invasive species management & supplemental forest plantings
- Riparian
- Meadow
- Existing stream channel
- Proposed stream channel
- Stream daylighting
- Path realignment
- Tee box relocation
- Phase break

0 100 200  
Feet



March 2016





Euclid Creek  
Cuyahoga County  
Cleveland, Ohio

**Mayfield Sand Ridge  
Golf Course: Map 3**

**LEGEND**

- 2 foot contours
- FEMA 100-year flood zone
- Parcels
- Invasive species management & supplemental forest plantings
- Riparian
- Meadow
- Existing stream channel
- Proposed stream channel
- Stream daylighting
- Path realignment
- Tee box relocation
- Phase break



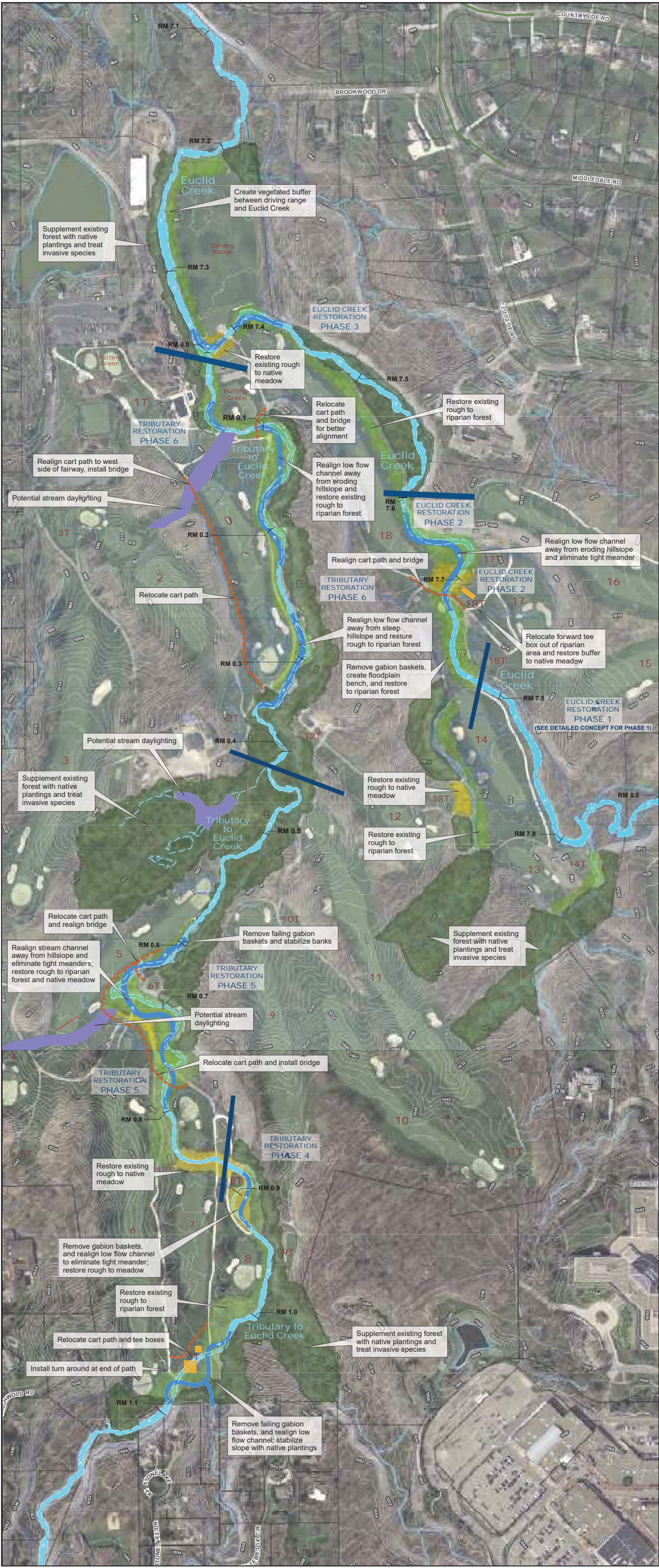


Euclid Creek  
Cuyahoga County  
Cleveland, Ohio

Mayfield  
Sand Ridge  
Golf Course

LEGEND

- 2 foot contours
- FEMA 100-year flood zone
- Parcels
- Invasive species management & supplemental forest plantings
- Riparian
- Meadow
- Existing stream channel
- Proposed stream channel
- Stream daylighting
- Path realignment
- Tee box relocation
- Phase break



March 2016

## **ATTACHMENT C**

Draft Contract



## **West Branch Euclid Creek-Mayfield Campus Stream Restoration Project**

### **PROFESSIONAL DESIGN SERVICES AGREEMENT**

This **West Branch Euclid Creek-Mayfield Campus Stream Restoration 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 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) Great Lakes Restoration Initiative (GLRI) grant through the Ohio Lake Erie Commission (OLEC) (the “Grant”);

**WHEREAS**, the purpose of the Project is for the successful completion of a stream restoration project design to improve aquatic habitat in the West Branch of the Euclid Creek at two locations on the Mayfield Campus Golf Course;

**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 consultant team;

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

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

**WHEREAS**, the Design 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 Team, agree as follows:

#### **1. TERM.**

This Agreement is effective for the period beginning \_\_\_\_\_ and terminating on or before October 31, 2020.

#### **2. COST OF SERVICES.**

The Cuyahoga Soil and Water Conservation District agrees to pay the Design Team a sum not to exceed **<INSERT NEGOTIATED PROJECT COST HERE>** 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.

Every other month, the Design Team will submit to the Cuyahoga Soil and Water Conservation District a partial payment invoice, filled out and signed by the Design Team covering the work performed during the previous two months 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 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 Team may make the necessary corrections and resubmit the partial payment estimate. The Cuyahoga Soil and Water Conservation District will pay the Design 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 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 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 Team, but instead the Design 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 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 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 services for the Project. The Design 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 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, tasks and schedule to be accomplished with this proposal are detailed in the Request for Qualifications (**Exhibit B**) and the Design Team Statement of Qualifications (**Exhibit C**).

#### **5. OVERSIGHT MANAGER.**

The Design Team understands that the Cuyahoga Soil and Water Conservation District may designate an Oversight Manager to review the engineering and design at critical stages. The Oversight Manager will provide these services in accordance with the specific terms and conditions of each of the following, including, but not limited to; all Federal, State and Local requirements.

#### **6. INDEMNIFICATION.**

The Design 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 reasonable 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 Oversight Manager's entity may suffer, sustain, incur or in any way be subjected to by reason of or as a result of any negligent act or omission on the part of the Design Team, its agents or employees or subcontractors, in the execution or performance of the obligations under this Agreement.

#### **7. INSURANCE PROVISIONS.**

The Design 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 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 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 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 Team shall furnish appropriate certificates of insurance.

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

If the Design Team is required to 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 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 Team shall indemnify and hold harmless the Cuyahoga Soil and Water Conservation District, the State of Ohio, the Mayfield Sand Ridge Mayfield Campus Golf Course and the City of Lyndhurst against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.

2. **The Design 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 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 Team's Public Liability and Property Damage Liability Insurance:** The Design 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 Team's Property Damage Liability Insurance providing for a limit on not less than \$500,000 for all damages to or destruction of property.

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 project and for a period of two (2) years thereafter.

4. **The Design Team's Protective Public Liability and Property Damage Liability Insurance:** the Design 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 3.
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 Team or any subcontractors providing for coverage and limits corresponding to those described in subparagraph 3.

## **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 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/](http://www.epls.arnet.gov/)).

The Design 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 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 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 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 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 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 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 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 Team will complete the Declaration Regarding Material Assistance to a Terrorist Organization. This Declaration is required to be completed by the Design 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 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 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 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 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 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 Team pertinent to the contract for the purpose of audits, examinations, excerpts and transcriptions per 40 CFR 31.42(e) and records retention for three years after the Design Team receives final payment.

## **16. PAYMENT TO DESIGN TEAM.**

The Design 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 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 semi-annual reporting to OLEC, including but not limited to documenting project and fiscal progress. The Design 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. 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 (USEPA) under assistance agreement (Project Number 563-2020) to Ohio Lake Erie Commission (OLEC) and being administered by the Cuyahoga Soil & Water Conservation District (SWCD). The contents of this document do not necessarily reflect the views and policies of the USEPA, OLEC, Cuyahoga SWCD nor does the USEPA, OLEC, or Cuyahoga SWCD 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 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 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 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. PERFORMANCE BOND.**

At the time the contract is entered into, the Design Team shall provide performance, labor and material bonds for the faithful performance of the Contract in a sum of not less than one hundred percent (100%) of the total price bid for the project as security for the faithful performance of the contract to indemnify the State of Ohio, the 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>).

## **24. PAYMENT BOND.**

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

## **25. 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.

## **26. 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 Team (**Exhibit C**) which shall be made a part of and incorporated into this Agreement.

## **27. NOTICES.**

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

### **DESIGN TEAM:**

<INSERT DESIGN TEAM HERE>

**CUYAHOGA SOIL & WATER  
CONSERVATION DISTRICT**

Cuyahoga SWCD  
Elizabeth Hiser, Euclid Creek Watershed  
Program Manager  
3311 Perkins Ave., Suite 100  
Cleveland, Ohio 44114  
216 524-6580 ext 1002  
[ehiser@cuyahogaswcd.org](mailto:ehiser@cuyahogaswcd.org)

**28. MISCELLANEOUS.**

In performing the services specified under the terms of this Agreement, the Design 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 Team of any of its obligations under this Agreement. The Design 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 Team to the extent of its subcontract.

The Design 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 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 County Soil and Water Conservation District, the State of Ohio, the Mayfield Sand Ridge Mayfield Campus Golf Course, Northeast Ohio Regional Sewer District, and the City of Lyndhurst will have access to the work whenever it is in preparation or progress and the Design Team will provide for such access and inspection.

**29. 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.

**30. 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 TEAM:**

**CUYAHOGA SOIL AND WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Ruth J. Skuly  
Title: Chair

**EXHIBITS**

- A. United States Environmental Protection Agency (US EPA) Great Lakes Restoration Initiative (GLRI) Grant Application
- B. Request for Qualifications
- C. Design Team Statement of Qualifications



## **ATTACHMENT D**

References Sheet

## 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:**

## **Addendum to RFQ – Questions and Answers**

**Updated 11/13/2019**

**Q1:** I will be out of town on November 15, the day of the pre-proposal meeting at the Mayfield Campus Golf Course. May I visit the site on a different day?

**R1:** A representative from the consulting team will need to be at the pre-proposal meeting on November 15<sup>th</sup>. Please reach out to Chad Yotter if you would like to visit Mayfield Sands Mayfield Campus Golf Course at another time:

Chad Yotter  
Golf Course Superintendent  
The Mayfield Sand Ridge Club  
Office (216) 381-0078 Ext. 105  
Cell (440) 226-9051  
[cyotter@msrcc.com](mailto:cyotter@msrcc.com)

**Q2:** Some elements of the RFQ appear more relevant to a design build opportunity. Please confirm the requested services do not include construction.

**A2:** The requested services do not include construction, but do include work to create a bid package for construction and preliminary draft permit, environmental covenant and maintenance plan assistance.

**Q3:** Given the request is for professional design services, can you please confirm the applicability of the following requirements typically associated with a construction contract:

- a. Performance Bond
- b. Payment Bond
- c. Owner's Protective Public Liability and Property Damage Liability Insurance
- d. Contractor Registration in the City of Lyndhurst
- e. Prevailing Wage Rates

**A3:** The draft contract can be modified to be better applied to professional design services once a design team is chosen.

**Q4:** Please clarify Section 7, Insurance Provisions, subsection 4. Is this meant to require all subcontractors similarly provide coverage limits corresponding to those described in subparagraph 3?

**A4:** Yes, the paragraph should refer to subparagraph 3, not 4.

**Q5:** In review of the Request for Qualifications, we note that a planning firm (Biohabitats) developed the Conceptual Plan for the project area. Are there any restrictions to Biohabitats bidding on the current work or are they eligible to submit a Statement of Qualifications for this current opportunity?

**A5:** Based on the following input from OLEC and USEPA, Biohabitats is not eligible to contract with Cuyahoga SWCD on design for this project.

1. "Ohio Lake Erie Commission will follow Ohio EPA's procurement policy that it currently maintains as provided below regarding 2 CFR 200.318-200.326.

### **Ohio EPA Procurement Policy for Federally Financed Projects:**

*Federal guidance has been adopted by Ohio EPA in their procurement policies for any projects financed with federal funds.*

*Firms which develop concept plans for projects must be excluded from competitions for design-build projects financed with federal funds. Ohio EPA has cautioned us that this ineligibility extends to situations*

*where grant applicants develop their own in-house conceptual plans based on conceptual plans developed by consulting firms. They have also stated that ineligibility would apply to all firms participating in noncompete agreements when one of the firms participated in development of a conceptual plan.*

*Going forward this will mean that any concept work and initial data collection to support concept work done on a project will exclude the firm who did the work. This means that any of our current projects going out for bid will be held to these new rules.*

*Please refer to 2 CFR 200.318-200.326*

2. U.S. EPA provided further reference to determine the procurement process for this project. Does the subrecipient develop or draft specifications, requirements, SoWs, or invitations or RFPs for the proposal OR would the appearance they worked on a similar project make it seem that the Grant recipient was providing them with an unfair competitive advance?

“

**Q6:** Are consultants who have performed geomorphic work on separate planning efforts in the Euclid Creek Watershed restricted from bids on this opportunity?

**A6:** No, these consultants will not be restricted from submitting qualifications for this project, as their work was not directly tied to the RFQ or criteria used for the project grant.

**Q7:** As a follow up to item A3 in the attached, are proposed changes to the draft Contract still required to be submitted as part of the SOQ as mentioned on Page 15 of the RFQ. And if so, do these pages count towards the 35 page limit.

**A7:** Proposed change submittal is only suggested if the contractor anticipates significant modifications to the draft contract not already addressed in answers to questions 3 and 4 above. If significant changes are proposed those can be submitted in addition to the 35 page limit.

**Q8:** Item 3 under Qualifications on page 6 of the RFQ requires that the resumes of the three key staff are to be included. Will resumes provided in addition to the top 3 staff be considered?

**A8:** Yes resumes provided in addition to the top 3 staff will be considered if part of the 35 page limit.