



**TINKER'S CREEK WATERSHED PARTNERS, INC.**  
**Bedford Heights Bus Garage**  
**Stream & Floodplain Wetland Restoration**  
**REQUEST FOR PROPOSALS**  
**October 1, 2018**



**SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS**

Tinker's Creek Watershed Partners, Inc. (TCWP) is seeking a contractor to complete design and construction of the Bedford Heights Bus Garage Stream & Floodplain Wetland Restoration Project (the Project), a stream and floodplain restoration of an unnamed tributary of Tinker's Creek located in Bedford Heights, Ohio.

This unnamed tributary to Tinker's Creek is located east of Interstate 271 and north of Solon Road in Bedford Heights, Ohio. The project starts approximately 320 linear feet from the confluence of this tributary with Tinker's Creek and extends approximately 720 linear feet east along the existing stream channel. The Bedford Heights Waste Water Treatment Plant outfall discharges to this tributary directly north of Solon Road.

The Project is funded by the United States EPA, selected by the Ohio EPA. This contract will include providing assistance to TCWP and the Bedford City School District.

The total maximum fee for design and build performance under this contract is \$220,000. The maximum amount of \$220,000 for design and build performance shall not be exceeded under any circumstances unless written authorization is obtained from TCWP. The contractor shall furnish all necessary drawings, plans, cost estimates, labor, equipment, and construction oversight services to complete the Project scope of services.

## **SECTION B: DESCRIPTION**

Tinker's Creek Watershed Partners, Inc. is a non-profit 501(c)(3) watershed organization established in 2006. TCWP is guided by a Board of Directors, an Executive Director, and three endorsed Nonpoint Source Implementation Strategy Plans (NPS-IS Plans). The Project is described in TCWP's Town of Twinsburg NPS-IS Plan, which can be found on our website at [www.tinkerscreek.org](http://www.tinkerscreek.org).

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This project would restore and stabilize the riparian buffer through removal of invasive species within the stream corridor, natural plantings, stream bank stabilization, and stream channel restoration using natural channel design techniques.

TCWP will select a contractor to design and build the Project on this unnamed tributary. Contractors must first consider soft engineering and restoration practices, such as grading and vegetation, before incorporating structural measures into the designs.

## **SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE**

Through this Request for Proposals, TCWP will select a contractor to develop a restoration plan and construct the Project. A summary of the contractor scope of services and proposed schedule are as follows.

## **CONTRACTOR SCOPE OF SERVICES**

1. With TCWP and Bedford City School District staff, visit the Project site to gain comprehensive knowledge of current conditions and provide preliminary cost estimates.
2. Prepare restoration design plans, drawings, and cost estimates for the Project
  - Designs must consider soft engineering practices.
  - Designs must consider use of onsite materials such as trees, aggregates, and soil for use in streambank stabilization projects as feasible.
  - No materials will be spoiled onsite. Spoil materials generated from this restoration project must be removed at contractor's expense.
  - Designs must minimize construction staging costs and tree removal costs as feasible.
  - Designs must create at least 1 acre of floodplain wetland.
  - Design must restore more natural flow to 534 linear feet of stream.
  - Design must use native soils, native species, and avoid invasive species
  - Scope must include management of invasive species within the riparian area and associated wetland and upland habitats.
3. Provide all information and secure all necessary local, state and federal permits for the Project.
4. Streambank stabilization and riparian and floodplain restoration activities should avoid existing high-quality wetlands to the greatest extent possible if found. If any existing wetlands are impacted as a result of the Project, any mitigation, if required by the agencies, will be completed on site and included as a part of the Project construction.
5. Erosion and sediment discharge must be controlled throughout the construction process in accordance with the Ohio EPA construction general permit and the community in which construction is done. Coordinate with the Bedford City School District regarding control of erosion and sediment.
6. Coordinate with TCWP and the local community regarding compliance with potential riparian and wetland setback ordinances.
7. Any areas disturbed for construction access and staging must be restored to former condition or incorporated into restoration design at the close of the Project.
8. The Project should restore stream and riparian habitat and look as natural as possible along the restored stream.
9. All materials, reports, surveys, delineations, plans, etc. will be available to TCWP and Bedford City School District to use for educational materials and signage, grant documentation and reporting, and permitting.
10. All materials and each part or detail of work shall be subject to inspection by TCWP.
11. Communicate with TCWP regarding the construction schedule and any significant changes to the schedule with a two week lead time.
12. Coordinate with TCWP and Bedford City School District as necessary.
13. Construction and planting of the Project must be completed by June 30, 2021 but the contractor is encouraged to provide a more expeditious timeline if they feel the Project can be effectively completed sooner.
14. The contractor agrees to release, indemnify and hold TCWP, Bedford City School District and their officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind, including all costs, reasonable attorneys' fees, and expenses incidental thereto, which may be suffered by, or

charged to TCWP by reason of any loss of or damage to any property, or injury to or death of any person arising out of or by reason of any negligence of the contractor, its subcontractor, their servants, employees or agents of any covenant or condition of this Agreement, or by any act or failure to act of those persons.

15. You must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. §200.321

## **SCHEDULE**

**October 31, 2018:** Proposals must be received by TCWP by 5:00 pm.

**December 5, 2018:** TCWP anticipates award of contract.

**January 1, 2019 – June 30, 2021:** Complete site visits, prepare design materials, obtain permits, and construct the Project.

## **SECTION D: APPLICABLE STATE AND FEDERAL REQUIREMENTS**

In the performance of the duties and obligations under the Ohio EPA Grant Agreement the contractor and its subcontractors shall comply with all applicable:

1. Ohio Governor Executive Orders;
2. Federal, state and local laws, regulations (rules), assurances, orders, and Ohio Department of Commerce Prevailing Wage Guidelines, regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto; and
3. Federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein including
  - Equal Employment Opportunity
  - Davis-Bacon Act
  - Contract work hours and safety standards act
  - Rights to inventions made under a contract or agreement
  - Clean Air Act
  - Byrd-Anti-Lobbying Amendment

## **BONDING REQUIREMENTS**

Bonding requirements are detailed in 2 CFR Part 200

<https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance-agreements>

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

2. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

## **SECTION E: REQUIRED CONTRACT CONDITIONS**

### **ACKNOWLEDGEMENT**

The contractor will credit the Ohio EPA and TCWP in all written materials.

### **NON-COMPLIANCE**

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

### **INDEPENDENT CAPACITY OF CONTRACTOR**

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

### **LIABILITY AND INDEMNIFICATION**

The contractor agrees to indemnify and to hold TCWP, Bedford City School District and other project partners harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to contractor’s own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties by 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.

The contractor agrees to indemnify, defend, and hold harmless the Ohio EPA and its Member States’ agents, officers, and employees from all costs, losses, damages, claims, and suits including court costs, attorney’s fees and other expenses arising from any negligent act or omission of the contractor, TCWP, Bedford City School District and other project partners.

### **CONFLICTS OF INTEREST AND ETHICS COMPLIANCE**

In order to eliminate any conflicts of interest or perceived conflicts of interest, it is necessary for each Contractor to disclose names and information. This relates to people who work, directly or indirectly, to respond to this RFP, as well as people who will do the resultant work if the Contractor receives the contract. The information will be kept confidential and given out only on a “need to know” basis. A Conflict of Interest Forum maybe be required and will be provided.

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

If the contract is received, the Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of the contract are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S (“Executive Order”). The Contractor further represents, warrants, and certifies that neither

Contractor nor any of its employees will do any act that is inconsistent with such laws and/or Executive Order.

**CONTRACTOR'S LIABILITY**

Contractor waves all rights against the Ohio EPA and TCWP for recovery of damages to the extent these damages are covered by the insurance policies the contractor is required to maintain. The contractor is required to pay for and provide the following minimum coverage:

1. 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 TCWP of such cancellation.

2. Commercial General Liability with the following minimum coverage:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit

The contractor must provide a certificate of insurance coverage to TCWP.

3. If a motor vehicle is used to provide services or products, the contractor must have vehicle liability insurance on any auto owned, hired, and non-owned vehicle used for bodily injury and property damage as required by law.

4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
- \$100,000 each employee by disease
- \$500,000 aggregate disease

## **TRANSFER OF RECORDS**

Data shall be collected and formatted in a manner consistent with common good engineering practices. All records (original tracings, maps, field sketches, minutes of public meetings, meeting summaries, etc.) generated by the project shall be the property of TCWP and shall be turned over to TCWP upon completion or as directed.

## **NON-DISCRIMINATION**

The contractor agrees to comply with all federal, state and local statutes, regulations, Executive Orders, and policies on nondiscrimination including but not limited to, Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and the Fair Housing Act.

Specifically, no person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, sex, or sexual orientation, be excluded from participation in, be denied the benefits of, or be subject to discrimination under this Project. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sexual orientation, sex, or national

origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

## **SECTION F: INSTRUCTION TO OFFERERS PROPOSAL FORMAT**

In responding to this RFP, please submit one (1) digital copy of a proposal addressing the following items:

1. Description of contractor's Understanding of the Project.
2. Description of Services to be Performed.
3. Demonstration of Experience.
4. Assumptions and Expectations.
5. Cost Proposal. Please provide fees for all pre-construction tasks and estimated construction budget. This project is cost reimbursable up to a maximum of \$220,000.
6. Proposed project schedule identifying milestones, deliverables, and key coordination meetings.
7. Personal Experience and Resumes of Personnel.
8. Three (3) References.

## **SELECTION AND AWARD PROCESS**

The selection process will involve screening of submitted proposals and interviews may be requested. TCWP will select a contractor on the basis of contractor qualifications, experience, understanding of the scope of services, and level of services to be provided.

If interested, please submit one (1) digital copy of a proposal to the email address below.

Submissions must be received at TCWP's offices no later than 5:00 pm on October 31, 2018.

Proposals received after this date will not be accepted. TCWP expects to award the contract by December 5, 2018. Work will commence after successful execution of a contract for services between the contractor and TCWP. All work under this contract, including invoices, must be complete and delivered to TCWP by June 30, 2021.

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

Kate Chapel, [kchapel@tinkerscreekwatershed.org](mailto:kchapel@tinkerscreekwatershed.org)



## CONCEPTUAL DESIGN

A conceptual design was created the Environmental Design Group for this site. The project summary from the NPS-IS Plan is included below. This summary is by no means a prescription of construction but is meant to be a reference to the overall goals of the project area. Please use the goals of this project summary sheet to inform your proposal.

Since the creation of this conceptual design, new cost estimates and new floodplain restoration areas have been identified.

An updated map, provided by Environmental Design Group is included after the summary.

<b>Nine Element Criteria</b>	<b>Information needed</b>	<b>Explanation</b>
<i>n/a</i>	<b>Title</b>	Bedford Heights Stream & Floodplain Wetland Restoration at the Bus Garage
<i>criteria d</i>	<b>Project Lead Organization &amp; Partners</b>	Tinker's Creek Watershed Partners City of Bedford Heights Environmental Design Group
<i>criteria c</i>	<b>HUC-12 and Critical Area</b>	04110002 05 04 Critical Area 1
<i>criteria c</i>	<b>Location of Project</b>	Bedford Transportation Department: 25441 Solon Rd, Bedford Heights, OH 44146 41.386421, -81.498720
<i>n/a</i>	<b>Which strategy is being addressed by this project?</b>	Urban Sediment and Nutrient Reducing Strategies Altered Stream and Habitat Restoration Strategies
<i>criteria f</i>	<b>Time Frame</b>	Short-Term (Priority) (1-3 yr.)
<i>criteria g</i>	<b>Short Description</b>	Development causes bank erosion, habitat degradation, and excess sediment transport. When the stream floods properties, it carries oil/grease runoff from the bus garage. This project will restore stream functionality by installing flood control structures and a floodplain wetland.
<i>criteria g</i>	<b>Project Narrative</b>	This unnamed tributary to Tinker's Creek is located east of Interstate 271 and north of Solon Road. The project starts approximately 320 linear feet from the confluence of this tributary with Tinker's Creek and extends approximately 720 linear feet east along the existing stream channel. The Bedford Heights Waste Water Treatment Plant outfall discharges to this tributary just north of Solon Road. The tributary drains approximately 442.4 acres and has approximately 17.4% impervious surfaces. The steep, poorly vegetated streambanks present in this area send an excess amount of sediment into the system. This area has historically flooded the bus garage parking area, introducing additional sediment and vehicular debris into the stream channel. Both of these factors impact water quality and degrade aquatic life potential.  The proposed project will restore 700 linear feet of entrenched stream and construct a ½ acre floodplain wetland. This project would also install in-stream rock structures to provide habitat and stabilize the stream channel. Four vortex rock weirs would be installed to improve in-stream habitat and maintain channel elevation. In the modified stream channel, 22 j-hook weirs would be installed.

		<p>This channel would restore natural flow characteristics as the stream navigates the constraints of the bus garage parking, WWTP outfall, and topography to provide a stable corridor. While in-stream restoration techniques are proposed as rock vanes, toe rock, and rock J-hook weirs, ecological lift is a focus and these techniques could change in final design to maximize the ecological lift potential. Toe rock armoring with live whip plantings and erosion control matting anchored with live whips will stabilize and vegetate the streambanks and corridor while providing increased in-stream habitat. The existing concrete v-notch weir will be removed and replaced with a vortex rock weir, which will allow fish passage. Plantings include native trees and shrubs, live whips and perennials through seeding. This variety will provide a swift and diverse reestablishment of the riparian plant community while reducing sedimentation.</p> <p>The adjacent land use practices have affected the riparian buffers causing stream bank erosion, loss of vegetated habitat, and the propagation of invasive species. Invasive species eradication is proposed for 0.075 acres. This project would restore and stabilize the riparian buffer through removal of invasive species within the stream corridor, natural plantings, stream bank stabilization, and stream channel restoration using natural channel design techniques.</p> <p>This project will significantly reduce sediment and nutrient input into Tinker's Creek by installing a 0.5 acre floodplain wetland with a depth of 6 to 18 inches of permeant pool. Based on the U.S. EPA Region 5 model, the restoration will remove an estimated 170.6lbs/yr. of Total Nitrogen, 80.4 lbs/yr. of Total Phosphorus and 35.6 tons/year of sediment.</p>
<i>criteria d</i>	<b>Estimated Total cost</b>	<p><u>Sub-Contractual:</u> Sub-Contractual costs were estimated by Environmental Design Group. Construction access is estimated to cost approximately \$5,000.00; stream protection \$16,300.00; stream bank restoration \$80,700.00; floodplain wetland restoration \$34,341.50; educational component \$1,500.00; construction survey \$4,000.00; engineering, survey, and permitting \$16,840.98; non-construction allowances (permitting and environmental screening) \$7,017.08; mobilization/demobilization \$3,508.54; contingency (30%) \$42,552.45; and insurance and bonds \$2,105.12.</p> <p><b>Total of \$213,865.67 for the project.</b></p>
<i>criteria d</i>	<b>Possible Funding Source</b>	Section 319(h) grants, SWIF grants, Cuyahoga County GLRI-SWIF grants
<i>criteria a</i>	<b>Identified Causes and Sources</b>	<p>Causes: direct habitat alterations, flow alterations</p> <p>Sources: land development, suburbanization</p>
<i>criteria b &amp; h</i>	<b>Part 1: How much improvement is needed to remove the NPS impairment for the whole Critical Area?</b>	<p>With the goals being to achieve an IBI score of at least 34 at Tinker's Creek near Bedford UPST Falls (RM 6.5) and at Tinker's Creek UPST Bedford Heights (RM 7.9) but currently only achieving scores of 28 and 20 respectively, the project will contribute to meeting this goal at RM 6.5 and 7.9.</p> <p>With the goals being to achieve an MIwb score of at least 7.4 at Tinker's Creek near Bedford UPST Falls (RM 6.5) and at Tinker's Creek UPST Bedford Heights (RM 7.9) but currently only achieving scores of 6.79 and 5.77 respectively, the project will contribute to meeting this goal at RM 6.5 and 7.9.</p>

		<p>Reasonable objectives for these goals are:</p> <p><b>Objective 1:</b> Preserve and protect land along the riparian area of Tinker's Creek and its tributaries through acquisition and/or conservation easements.</p> <ul style="list-style-type: none"> <li>• Restore 530 acres of riparian area.</li> </ul> <p><b>Objective 2:</b> Increase forest and understory cover of Tinker's Creek main stem and tributaries.</p> <ul style="list-style-type: none"> <li>• Plant 70 acres of riparian area.</li> </ul> <p><b>Objective 3:</b> Restore in-stream habitat utilizing natural channel design to help create habitat and flood plain connectivity to support aquatic life.</p> <ul style="list-style-type: none"> <li>• Restore and reconnect a minimum of 9,500 linear feet of stream in Tinker's Creek.</li> </ul>
	<p><b>Part 2: How much of the needed improvement for the whole Critical Area is estimated to be accomplished by this project?</b></p>	<ul style="list-style-type: none"> <li>• 28 acres of 530 acres of riparian area of objective 1 will be met (5.3 %)</li> <li>• 8 acres of 70 acres of riparian area of objective 2 will be met (11.4 %)</li> <li>• 1500 linear feet of the 9500 linear feet of objective 3 will be met (15.8%)</li> </ul> <p>With the implementation of objectives 1, 2 and 3 we believe that achieving goals 4, 5, 6, and 7 can be done. Although there is recognition that there is lag time associated with nonpoint source-related projects and measured stream response, it is expected that this project will improve MIwb and IBI scores substantially at RM sites 6.5 and 7.9.</p>
	<b>Part 3: Load Reduced</b>	Estimated 170.6lbs/yr. Total Nitrogen and 80.4 lbs/yr. Total Phosphorus and 35.6 tons/year sediment
<i>criteria i</i>	<b>How will the effectiveness of this project in addressing the NPS impairment be measured?</b>	Consulting firm will prepare the needed monitoring under 401 & 404 permits and if the project is funded through the Ohio EPA 319 program, staff from the OEPA-DSW Ecological Assessment Unit will perform both pre- and post-project monitoring
<i>criteria e</i>	<b>Information and Education</b>	At a minimum the project will be highlighted in the TCWP annual report and featured on the TCWP website and social media accounts. In addition, information will be provided and education/outreach will comply with all grant and funding source requirements (e.g. 1 fact sheet and 1 press release).



