

CHAGRIN RIVER WATERSHED PARTNERS, INC.

Chagrin River Watershed Partners Mitigation Bank

REQUEST FOR PROPOSALS

April 15, 2010

SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

The Chagrin River Watershed Partners, Inc. (CRWP) is looking for a contractor to assist CRWP in 2010 and 2011 to establish a stream and wetland mitigation bank. This contract will include providing assistance to CRWP with CRWP Member communities and federal and statewide agency coordination.

The Contractor shall furnish all necessary facilities, materials, equipment, and personnel to complete the project scope of services.

The total maximum cost/price for performance under this contract is \$60,000. The maximum amount of \$60,000 shall not be exceeded under any circumstances unless written authorization is obtained from the Director of the Chagrin River Watershed Partners, Inc.

SECTION B: DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

BACKGROUND

CRWP is a collaboration of 36 cities, villages, townships, counties, and park districts working on innovative solutions to flooding, erosion, and water quality problems to minimize the impacts of development and control local infrastructure costs. CRWP's founding principles are:

- Natural systems provide flood control, erosion control, and water quality protection services that should be maintained as land is developed.
- It is more cost effective for local governments to take planning and development steps to maintain these services than to pay for costly, and generally less effective, remediation structures.

CRWP works with Member local governments to act on these principles by improving planning, protecting open spaces, and updating zoning, building and subdivision codes to maintain stream, floodplain, and wetland functions. CRWP also reviews specific development projects to improve site design and limit impacts. Integral to this work is assisting local officials, landowners, and developers to find timely and cost-effective mitigation opportunities within the impacted drainage to minimize the export of the flood control, erosion control, and water quality protection functions of streams and wetlands. CRWP's goal is that development projects will be designed to limit impacts to natural resources to the greatest extent possible and that any necessary impacts are mitigated through restoration and protection within the watershed in CRWP Member communities.

CRWP has developed numerous studies and plans to guide local community efforts, such as the Chagrin River Watershed Action Plan, Chagrin River Watershed Balanced Growth Plan, and conceptual mitigation plans. Water quality studies by Ohio EPA note that leading causes of impairment in the Chagrin River watershed are direct habitat and flow alterations. These plans and studies provide the necessary background information to establish a mitigation bank.

Currently, much of the stream and wetland mitigation for impacts in CRWP Member communities is exported to more rural watersheds as no mitigation banks are operating in the Cuyahoga and Chagrin River watersheds. As mitigation effort is exported, the ecological, flood control, and water quality functions that were provided by the impacted wetlands and streams are lost. Greenfield development and redevelopment activities will continue throughout Northeast Ohio. CRWP will continue to work with local governments to improve planning, advance better site design through forward thinking regulations and effective best management practices, improve mitigation options within their communities and watersheds, and make the watershed based decisions necessary to ensure reasonable growth; lowest long term infrastructure costs; and the least impacts to wetlands, streams, floodplains, and open spaces.

SECTION C: CONTRACTOR SCOPE OF SERVICES

Through this Request for Proposals, CRWP will select a contractor to assist in developing detailed designs for mitigation sites to be included in the CRWP Mitigation Bank. CRWP has solicited potential mitigation sites from our Member communities and other partners in the watershed and has performed site visits and preliminary mapping and ranking of each site. The preliminary mapping for potential mitigation sites is available on CRWP's website at http://www.crwp.org/mitigation/crwp_mitigation_bank.htm. CRWP previously completed several conceptual mitigation plans which are also provided for reference on CRWP website. The selected contractor will assist CRWP to complete detailed restoration designs for at least 2 sites, develop guidelines and standards for future mitigation site design and monitoring, and assist CRWP in drafting submittals to the Interagency Review Team. These objectives will be accomplished through the following tasks.

A Note on Tasks and Deadlines: The following tasks outline CRWP's approach to establishing the CRWP mitigation bank. We welcome suggested modifications to these tasks and deadlines from interested contractors who may, based on experiences and expertise, have alternative approaches to this project. Please contact CRWP if you would like to discuss such modifications during proposal preparation.

Task 1: Review potential mitigation sites and assist CRWP in selection of at least two sites for development of detailed site plans. Selection will be based on high potential of success, restoration potential, location within watershed, resources present on mitigation site, and readiness. Sites selected for plan development may include a combination of preservation, enhancement and restoration.

Output of Task 1: Final ranking of potential mitigation sites and selection of sites for detailed plan development.

Task 2: Coordination with CRWP and Cleveland Metroparks Natural Resource staff on development of templates for stream and wetland restoration design and monitoring to streamline mitigation bank design and implementation.

Output of Task 2: Developed templates for restoration design and monitoring.

Task 3: Development of detailed restoration plans for at least top two restoration sites. Detailed site plan must include baseline information, mitigation work plan, stormwater management pollution prevention plan, maintenance plan, performance standards, adaptive management plan, and methods of financial assurances.

Output of Task 3: Detailed restoration plans suitable for permitting.

Task 4: Assist CRWP to develop mitigation banking instrument and prospectus. Banking instrument and prospectus must include all applicable information as detailed in the Code of Federal Regulations and guidance from the US Army Corps of Engineers and other members of the Interagency Review Team.

Output of Task 4: Mitigation banking instrument and prospectus for submittal to Interagency Review Team.

Task 5: Deliver the following to CRWP:

1. CD-ROM of all data gathered and generated for Tasks 1 through 4.
2. Complete electronic versions of report and findings under Tasks 1 through 4. This electronic version shall be on CD-ROM.
3. Details of methodologies used to perform analyses in Tasks 1 - 4.

PLEASE NOTE: All reports, studies, or other documents resulting from contracts supported in whole or in part by this grant must acknowledge that financial assistance has been provided by the Ohio Lake Erie Commission and the Ohio Water Development Authority.

Completion Date: October 1, 2011.

SECTION D: APPLICABLE STATE AND FEDERAL REQUIREMENTS

For the purpose of Section D, the selected contractor shall be referred to as “Subrecipient.”

NONDISCRIMINATION

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, handicap, or disability. The Subrecipient 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 Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the Department setting forth the provisions of this non-discrimination clause.

The Subrecipient agrees that the hiring of employees for the performance of work under this Agreement shall be done in accordance with Sections 125.111, 153.59, and 153.591 of the Ohio Revised Code.

EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient 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 Subrecipient shall comply promptly with all requests and directions from the state of Ohio or any of its officials and agencies in this regard, both before and during performance. All bidding and contract documents shall contain necessary requirements to implement these provisions.

NON-COMPLIANCE

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

PREVAILING WAGE REQUIREMENT

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

INDEPENDENT CAPACITY OF SUBRECIPIENT

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

CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

The Subrecipient shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

The Subrecipient represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. The Subrecipient further represents, warrants, and certifies that neither Subrecipient nor any of its employees will

do any act that is inconsistent with such laws and Executive Order.

LIABILITY

The Subrecipient agrees to indemnify and to hold Chagrin River Watershed Partners, Inc. harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Subrecipient's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Subrecipient, 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.

CAMPAIGN CONTRIBUTIONS

The Subrecipient hereby certifies that all applicable parties listed in ORC 3517.13(I)(3) or (J)(3) are in full compliance with ORC 3517.13(I)(1) and (J)(1).

DECLARATION REGARDING MATERIAL ASSISTANCE / NONASSISTANCE TO A TERRORIST ORGANIZATION

The Subrecipient hereby represents and warrants that it has not provided any material assistance, as that term is defined in ORC 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization."

SUBRECIPIENT'S LIABILITY

Throughout the contract period, the Subrecipient 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 Subrecipient 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 Subrecipient 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 CRWP of such cancellation.

OHIO ELECTIONS LAW

The Subrecipient shall, as applicable to this project, ensure that all sub-contractors comply with the provisions of the Ohio Elections Law, Section 3517.13 of the Ohio Revised Code.

SINGLE AUDIT REQUIREMENT

The Subrecipient is responsible for being familiar with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and the Office of Management and Budget Circular A-133, revision, "Audits of States, Local Governments, and Non-Profit Organization," and their requirements. Under these requirements, audited agencies must submit a copy of any single audit report to the Ohio Lake Erie Commission.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OF AGREEMENT

The Subrecipient agrees to fully comply with the rights of the Federal Government or the Chagrin River Watershed Partners, Inc., in any invention resulting from this contract in accordance with 37 CFR part 41, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

COMPLIANCE WITH LAWS

The Subrecipient, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

DRUG FREE WORKPLACE

The Subrecipient agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

TRANSFER OF RECORDS

It is the intent of CRWP that the current efforts be conducted in a manner that maximizes CRWP's flexibility regarding the development of future site plan development. Data shall be collected and formatted in a manner consistent with common good engineering practices. To the extent practical, Consultants shall use format patterned after existing exemplary studies or as directed by CRWP personnel. Nonproprietary software which would be logically necessary to conduct follow-up studies is to be provided to the CRWP. Prior approval shall be obtained in writing from the District before commencing project study efforts that utilize proprietary software.

All records (original tracings, maps, field sketches, lab reports, flow data, graphics originals, design calculations, electronic files including model input and output files, etc.) generated by the project shall be the property of the CRWP and shall be turned over to CRWP upon completion or as directed.

SECTION E: INSTRUCTION TO OFFERERS

CONTRACTOR QUALIFICATIONS

The selected contractor must demonstrate familiarity with State and Federal stream and wetland permitting procedures and rules. Contractor must also demonstrate capacity and experience with stream and wetland restoration assessment and restoration design. Selected contractor must facilitate data transfer with CRWP through a FTP site or similar mechanism.

PROPOSAL FORMAT

In responding to this RFP, please submit four (4) complete hardcopies and one 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. Assumptions and Expectations.
4. Cost Proposal. Please provide a cost proposal including total hours available, hours per staff, and direct labor by labor category; overhead and other direct costs; and profit. This project is cost reimbursable up to a maximum of \$60,000.
5. Personal Experience and Resumes of Personnel.
6. Three (3) References.

SELECTION AND AWARD PROCESS

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

If interested, please submit four (4) complete hardcopies and one digital copy of a proposal to the address below. Submissions must be postmarked no later than **May 14, 2010**. Proposals postmarked after this date will not be accepted. CRWP expects to award the contract by June 1, 2010. Work will commence after successful execution of a contract for services between the contractor and CRWP. All work under this contract, including invoices, must be completed and delivered to CRWP by October 1, 2011.

Please direct responses to this RFP as well as questions to the contact listed below. Questions via e-mail will be accepted. Proposals must be submitted in hard copy.

Amy H. Brennan, Director
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