REQUEST FOR QUALIFICATIONS

FOR DESIGN-BUILD SERVICES

Design-Builder for Geauga Park District
Beaver Creek Restoration Project

Geauga Park District
Administrative Offices
9160 Robinson Road
Chardon, Ohio 44024

Issued February 28, 2020
Qualifications are due by March 20, 2020
Geauga Park District Structure & Mission

Geauga Park District exists as a separate political subdivision of the State of Ohio and is not part of any local or other political subdivisions. The Park District is governed by the Board of Park Commissioners of the Geauga Park District, consisting of three citizens who serve three-year, staggered terms without compensation. Board members are appointed by the Presiding Judge of Probate Court of Geauga County, the Honorable Timothy J. Grendell and 2020 members include: Jackie Dottore, Howard Bates, and Pat Preston.

Geauga Park District administers and operates a diverse array of recreational and educational facilities within twenty-five open parks and 10,134 protected acres within Geauga County.

The mission of Geauga Park District is rooted in the enabling legislation creating the Park District in 1917, as articulated in the Ohio Revised Code Section 1545.11:

The Board of Park Commissioners may acquire lands either within or without the Park District for conservation into forest reserves and for the conservation of the natural resources of the state, including streams, lakes, submerged lands and swampland, and to those ends may create parks, parkways, forest reservation and other reservations and forest, develop, improve, protect and promote the use of the same in such manner as the Board deems conducive to the general welfare.

Geauga Park District Mission

The mission of Geauga Park District is to preserve, conserve and protect the natural features of Geauga County and to provide outdoor recreational experiences to our residents of every age, every ability and at all times of the year.
General Description of Work

Geauga Park District ("Owner") is seeking a design-builder to provide professional design and construction services for the Beaver Creek Restoration project in Bass Lake Preserve to restore stream, floodplain, and wetland habitat to improve water quality and habitat quality for Bass Lake and the Chagrin River Watershed.

The Beaver Creek restoration site is part of Bass Lake Preserve (11445 Lakeview Road in Munson Township, Ohio). Bass Lake is a shallow, 169-acre glacial kettle lake that was formed by glaciers approximately 10,000 years ago (Ohio EPA Technical Report: NEDO/2005-09-01). Bass Lake Preserve is a 618-acre Park partially acquired through a previous WRRSP nomination and now owned and managed by GPD since 2003. This natural lake has been designated by the Ohio Environmental Protection Agency (Ohio EPA) as Exceptional Warmwater Habitat (EWH) for the protection of this valuable natural resource.

Restoration of Beaver Creek will allow for both wetland restoration as well as enhanced habitat and reduced sediment loading within the creek itself. In its current channelized form, Beaver Creek suffers from streambank erosion and poor channel function. Habitat quality is very poor (QHEI = 29), with muck and silt as primary substrate types, no recovery from channelization, heavy silt, and extensive embeddedness. Reestablishment of a wooded riparian corridor and reconnection of the stream to the adjoining floodplain in conjunction with direct habitat improvements, will result in measurable improvements in water quality, thermal regime, and sediment transport dynamics in the stream.

Restoration activities identified for this project include restoring Beaver Creek to a natural channel flow, floodplain expansion for wetland habitat, ephemeral wetland pool restoration, and utilizing native plantings to establish tree canopy (forested wetlands) along the riparian areas of Beaver Creek. Additional and complimentary improvements may include, but are not limited to, trails, boardwalks, overlooks, and interpretative areas.

The Design-Builder will be responsible for the design, permitting, geotechnical evaluation and conditions, historic and cultural resource management, and for locating all utilities prior to commencing work. The Design-Builder will be responsible for providing all information and for securing, on behalf of Geauga Park District, all necessary state, local, and federal permits for the project. This includes all required surveying and data collection to prepare and submit permit applications and payment of all required fees to obtain permit or agency authorizations to proceed. No work shall be commenced until the permits are secured. The Design-Builder shall observe and comply with all legal requirements in the performance of the work. Design-Builder will be responsible for all modifications to site including but not limited to, stream restoration, wetland creation, trail construction, drainage improvements, utility relocations, landscaping, and invasive plant management for 3 years after construction completion.

Goal 1: Restore natural floodplain connectivity (aggradation) for ±1,800 linear feet of Beaver Creek (RM 0.60 downstream of Sherman Road).

Objective: Use bioengineering techniques (placement of large woody debris, riffles structures, Etc.), and grading to restore natural connectivity.

Goal 2: Enhance ±8.1 acres of associated riparian mixed emergent marsh and swamp forest.
**Objective:** Success will be determined by elevating the vegetation index of biotic integrity score (VIBI-FQ) to at least a score of “50”. This will be done by planting native seed mixes and native trees/shrubs and conducting native herbaceous plugs and invasive plant management (see Goal 4 below for invasive plant management).

**Goal 3:** Create floodplain wetlands for increased amphibian and reptile habitat.

**Objective:** This will be done through excavation to create depressional wetlands and the restoration of natural floodplain connectivity/hydrology to these areas. Biological use will be determined using OEPA amphibian assessments (Amphib. IBI).

**Goal 4:** Manage the current invasive plant infestation to 5% coverage after 3 years.

**Objective:** The lower portion of Beaver Creek (the proposed restoration site) is infested with Reed Canary Grass (*Phalaris arundinacea*) and to a much lesser extent Phragmites (*Phragmites australis*). Significant management has already been done by GPD in 2018 but anticipated follow-up herbicide treatments are needed for pre/post restoration.

**Goal 5:** All recommended improvements will evaluate historic and cultural resources, and coordinate with all governing agencies, on how to mitigate impacts.

The Beaver Creek restoration project is funded by the Ohio EPA Water Resource Restoration Sponsor Program (“WRRSP”). Project design and construction activities shall be completed by December 2021.

Given the time constraints of the project, it has been determined that a design-build project delivery system offers the best opportunity to involve the constructors in the design, scheduling and cost control for the Project.

**List of Attachments**
- Exhibit A – Location and Site Maps
- Exhibit B – Site Photographs

**Project Location**
The project site is in the interior of Bass Lake Reserve where construction access is limited. Maps showing the site and areas of work are attached as Exhibit A. Additional information on Bass Lake Preserve can be found at geaugaparkdistrict.org.

**Criteria Architect**
The Owner will serve as the criteria architect for the project.
Project Budget
The Owner has established the following budget for the project:

Beaver Creek Restoration Project. The total maximum cost/price for performance under this contract is $838,340.00 (total cost including design and construction). Funding is provided by the Ohio EPA Water Resource Restoration Sponsor Program ("WRRSP"). The maximum amount of $838,340.00 shall not be exceeded under any circumstances unless written authorization is obtained from Geauga Park District.

Any project components that are identified as not fundable by the WRRSP program will be evaluated for alternative funding sources.

Project Delivery and Design Builder's Responsibilities
The Project will be constructed using the "design-build" project delivery model generally described below.

1. **Criteria Architect.** Owner will serve as the criteria architect/engineer (the "Criteria Architect") to develop the program, scope and preliminary design of the Project and to validate design intent during the completion of design by the Design-Builder's architect/engineer ("A/E") as the architect-of-record. After approval of the GMP, the Criteria Architect shall be responsible for, among other duties, reviewing selected shop drawings and other Design-Builder submittals, reviewing and certifying Design-Builder pay applications and verifying the dates of substantial and final completion.

2. **Design-Builder.** The Design-Builder shall be selected in a two-stage process in conformance with ORC 153.693 which shall include a submittal of qualifications from firms desiring to be considered, followed by the selection of a short list of the most qualified firms who will then submit a cost proposal for fees associated with the project based on the Owner’s estimate of construction costs. Separate GMP’s may be requested for the separate sections of the Project.

   The Design-Builder shall work cooperatively with Owner/Criteria Architect and other design professionals, and provide, among other services, cost estimating, due diligence, budgeting, value engineering, constructability review, scheduling and pre-construction planning throughout pre-construction phase of the Project. The Design-Builder, through its A/E, shall produce the detailed design development documents and the construction documents.

3. **Development of the GMP.** When the design documents are at a stage of completion agreed to by Owner and Design-Builder, to be more fully described in the Request for Proposal, Design-Builder shall submit its proposed guaranteed maximum price ("GMP") to Owner/Criteria Architect, and the proposal shall include, at a minimum, the following: (a) a detailed breakdown of the GMP to include the Cost of the Work, detailed by each subcontract, trade, or bid division, the Design-Builder's Contingency for the Work, Design-Builder's Staffing Cost, General Conditions Cost, Design-Builder's overhead and profit (i.e., fee). Any work to be self-performed by the Design-Builder shall be pre-approved by the Owner. Competitive prices for rented equipment and materials shall be secured, in addition to, pre-established labor rates; (b) schedule of values that allocates the GMP among the various categories of work and services being provided by Design-Builder; (c) construction schedule; (d) the completed design development documents (as approved by Owner/Criteria Architect); (e) a list of any material incomplete design elements and a statement of intended scope with respect to
such incomplete elements, and (f) a list of any qualifications and assumptions relating to the GMP (the foregoing are collectively referred to herein as the "GMP Documents"). Design-Builder, and the Owner/Criteria Architect shall meet to reconcile any questions, discrepancies or disagreements relating to GMP Documents. The reconciliation shall be documented by an addendum to the GMP Documents that shall be approved in writing by Owner/Criteria Architect and Design-Builder. Design-Builder shall then submit to Owner, for Owner's approval, Design-Builder's proposed final GMP based upon the amended GMP Documents. Contingent upon Owner's approval of the final GMP, the parties will enter into the GMP Amendment. The final negotiated GMP will not exceed the Project budget line items for construction. If the proposed GMP exceeds such Project budget, then Owner may terminate its agreement with Design-Builder and seek bids for completion of the Project from other firms based on the Design-Builder’s plans.

4. **Construction Documents.** After the GMP has been established, Design-Builder, through the A/E, shall proceed to complete the construction documents. During this stage of the document production, the design documents will continue to be reviewed by Owner/Criteria Architect for consistency with the design intent of the documents prepared by the Criteria Architect and the GMP Documents approved by Owner.

5. **Coordination of Documents.** Design-Builder shall be responsible for the quality, completeness, accuracy, and coordination of the construction documents. Design-Builder shall provide, through the A/E, design services that meet all legal, environmental and regulatory requirements. Design-Builder shall provide for all testing and inspections required by sound architectural and engineering practices and by governmental authorities having jurisdiction over the Project. Design-Builder shall secure all necessary approvals to complete the work.

6. **Open Book.** The parties will engage in an "open book" process in which Owner/Criteria Architect and Design-Builder will review bids for trade work (to the extent bids are available at the time the GMP is established), the costs proposed for general conditions/overhead of Design-Builder and the fee of Design-Builder. For each Subcontract, there will be competitive pricing obtained from a list of mutually agreed-upon and pre-qualified Subcontractors. Self-performed work shall be pre-approved by Owner in strict accordance with the RFP.

7. **Construction Phase Services.** The Design-Builder shall construct the Project pursuant to the construction documents and in accordance with the Owner's schedule requirements. The Design-Builder shall hold all subcontracts and shall be fully responsible for the means and methods of construction, project safety, project completion within the schedule agreed upon in the pre-construction phase, monitoring compliance with all equal employment and prevailing wage requirements, and submitting monthly certified reports of these activities to the Owner.
**Project Schedule (Subject to Change)**

- Preliminary Design by Criteria Architect: March 2020
- Design-Build Selection: May 2020
- Design Phase and Permitting: May 2020 – December 2020
- Design-Build Initial GMP Proposal and 50% CD’s: September 2020
- Construction Begins: Fall 2020
- Project Complete: Fall 2021

**Statement of Qualifications**

Please provide the following information in your Statement of Qualifications:

1. **General Firm Information.** Include in your qualifications statement the following information about your firm, the firm you intend to use as the engineer-of-record, and the disciplines encompassed by your design team:
   a) **Cover Letter.** Cover letter must include: (i) name, address and phone number of the offices where the personnel assigned to the Project will be based, (ii) name, title and phone number of the principal contact person.
   b) **Company Overviews.** Company overviews for each of the firms listed above must include: (i) years of existence; (ii) legal form of firm, (iii) location of home office; (iv) general firm history.
   c) **Bonding/Insurance Certificate.** Provide evidence of capacity to provide bonding and a copy of the certificate of insurance evidencing the firm’s current limits of liability for commercial general liability, business automobile liability and professional liability insurance. Not less than $1,000,000 per occurrence.
   d) **Sub-Consultants.** Please provide a list of all sub-consultants planned to be utilized for the project (i.e. geotechnical engineer, environmental engineer, biologist, hydrologist, surveyor, landscape architect, etc.). Please be sure all proposed design disciplines of the team are included.

2. **Project-Specific Information.** Include in your qualifications statement the following information relevant to the Scope of Services for your firm, the firm you intend to use as the engineer-of-record, and the proposed sub-consultants:
   a) **Project Experience.** Relevant projects of similar nature, in particular cost and constructability analysis. Include: (i) description of the project and the services your firm provided for the project; (ii) start and completion dates for each project, (iii) name, title and telephone number of the client contact most familiar with your services on the project; (iv) history of collaboration between firms on team.
   b) **Project Team and Organization.** Resumes for the proposed project manager, superintendent and any other proposed key staff. Each resume should include a one paragraph description of the duties and responsibilities of the individual's proposed project role. List the prior experience of such key personnel on similar projects and a summary of the proposed time commitment such key personnel shall have to this Project.
   c) **Design-Build Project Delivery Experience.** Describe any prior experience with the Design-Build project delivery method described above. Include experience, if any, working with public entities in Design-Build projects.
3. **Sustainability.** Describe the firm's experience and cost and constructability planning related to sustainability initiatives.

4. **Funding Terms and Conditions.** This project is funded through WRRSP, which uses interest monies generated from Water Control Pollution Loan Fund (WPCLF) sponsor programs to fund preservation and restoration of high-quality water resources. Please describe the firm’s experience, if any, in working with state or federally funded projects, and a plan to ensure these terms are met.

5. **Team’s Benefit and Integration into Project.** Describe firm’s reason for interest in this project, anticipated value to the project and innovative ideas. Describe, based on the provided scope of work, how the firm anticipates integrating their team into the Owner’s team to provide maximum value and benefit.

### Interviews and Selection

1. **Short List.** Each firm responding to this RFQ will be evaluated based on the contractor’s qualifications and the qualifications and experience of the proposed engineer-of-record, and sub-consultants identified as the firm's proposed team for the Project. After evaluating the responses to this RFQ, Owner will select a short list of no fewer than three firms that it considers to be the most qualified, except if Owner determines that fewer than three firms are qualified, it will only select the qualified firms.

2. **Request for Proposals.** The short-listed firms shall be sent a Request for Proposal (“RFP”) that will invite the firms to submit pricing proposals containing their proposed fees for the Services. The short-listed candidates will also receive a form of the agreement with Owner (the "Design-Build Agreement") containing the contract terms and conditions.

3. **Interviews.** In addition to submitting a response to the RFP, the short-listed firms will be interviewed by Owner. The purpose of the interview will be to meet the proposed project team, become familiar with key personnel, and understand the Project approach and ability to meet Owner's stated objectives for the Project. Please be prepared to discuss with specificity your firm's capacity to conduct the services in compliance Owner's timetable and budget.

4. **Selection of Design-Builder.** Owner shall enter into contract negotiations with the team/firm deemed to be the best value for this Project. Upon negotiation of contract terms, an agreement shall be entered into between Owner and the firm chosen to be the Design-Builder.

5. **Selection Schedule.** Owner's schedule for selection of a firm is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>February 28, 2020</td>
<td>RFQ Issued</td>
</tr>
<tr>
<td>March 10, 2020 (5:00 p.m.)</td>
<td>Questions Submitted</td>
</tr>
<tr>
<td>March 13, 2020 (5:00 p.m.)</td>
<td>Owner Responses</td>
</tr>
<tr>
<td>March 20, 2020 (2:00 p.m.)</td>
<td>Deadline for Submitting Qualifications</td>
</tr>
<tr>
<td>March 20 – March 27, 2020</td>
<td>Owner Review Qualification Statements (Determine shortlist)</td>
</tr>
<tr>
<td>April 7, 2020</td>
<td>RFP Issued to Shortlist of Firms</td>
</tr>
<tr>
<td>April 28, 2020</td>
<td>RFP Submittal Deadline</td>
</tr>
</tbody>
</table>
May 1, 2020       Short listed Team/Firm Interviews
May 5, 2020       Owner Selects Top-Ranked Design-Builder
May 5-7, 2020     Owner/Top-Ranked Design-Builder Negotiations
May 12, 2020      Board Recommendation
May 12 – 19, 2020 Contract Execution

**Instructions for Submission**

1. **Submission.** Six (6) copies and one electronic copy of the qualification statement shall be submitted by 2:00 p.m. on March 20, 2020. Proposals received after this time and date will not be accepted. Responses must be sent to: Matthew McCue, P.L.A., Park Director of Planning & Operations, Geauga Park District, 9160 Robinson Rd, Chardon, Ohio 44024; email: mmccue@geaugaparkdistrict.org

   Geauga Park District reserves the right to waive any informalities or minor irregularities, reject any and all statements that are incomplete, conditional or obscure, accept or reject any and all proposals with or without cause.

2. **Questions; Inquiries.** Written questions must be submitted via email by March 10, 2020 by 5:00 p.m. (EST). Questions received shall be answered by Geauga Park District by March 13, 2020 by 5:00 p.m. (EST), via email and posted on Park District website www.geaugaparkdistrict.org on the planning department’s page under projects. Geauga Park District will not be responsible for any oral instructions or information.

3. **Communications.** Firms considering responding to this RFQ are strictly prohibited from communicating with any member of Owner's staff, as all questions should be directed through the method identified in Section 2 above.

4. **Public Records.** All documents submitted to Board in response to this RFQ are public and will be available for inspection under ORC 149.43 at the conclusion of the selection process. The following information shall, to the extent included with the qualifications statement, remain confidential except under proper order of a court: (1) surety letters showing bonding capacity and (2) insurance certificates and policies.

5. **Cancellation; Rejection.** Owner reserves the right to cancel at any time for any reason this solicitation and to reject all qualifications statements. Owner shall have no liability to any proposer arising out of such cancellation or rejection. Owner reserves the right to waive minor variations in the selection process.

6. **Costs.** Owner assumes no responsibility for costs incurred in the preparation, presentation or submission of the qualification statements.

7. **Amendments to RFQ.** At its discretion, the Owner may amend this RFQ at any time prior to the deadline for receipt of qualifications statements and distribute the amendments to all firms on record with the Owner as having requested and been furnished a copy of this RFQ.