

REQUEST FOR QUALIFICATIONS

FOR DESIGN-BUILD SERVICES

Design-Builder for Geauga Park District Veterans Legacy Woods: Cuyahoga River Reforestation

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

Issued August 26th, 2024
Qualifications are due by September 17th, 2024



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 2024 members include: Ray Guarino, Howard Bates, Jolene Carnabuci, Les LaGatta, and Frank Stein.

Geauga Park District administers and operates a diverse array of recreational and educational facilities within twenty-eight open parks and over 10,000 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.

Introduction

The Geauga Park District is seeking a contractor to complete the following:

1. Design-Build services for a riparian corridor restoration along a tributary to the Cuyahoga River at Veterans Legacy Woods in Newbury Township, Ohio.

This project is funded under the United States Department of Agriculture, United States Forest Service (USFS) Northeastern Area, State & Private Forestry's Great Lakes Restoration Initiative (GLRI) grant program. This contract will include assistance to the Geauga Park District and coordination with its project partner, the Chagrin River Watershed Partners, Inc. (CRWP).

Geauga Park District manages more than 10,000 acres in 28 open parks and preserves. Geauga Park District works to ensure that the most delicate ecosystems and the best park sites in the region remain protected from development while providing county residents the opportunity to enjoy these outstanding spaces at their leisure.

Chagrin River Watershed Partners (CRWP) is a non-profit watershed organization that enhances quality of life by preserving rivers, planning for better development and solving natural resource management problems. Founded in 1996 by communities and park districts in the Chagrin River watershed, CRWP provides technical assistance to local governments, businesses and people and develops cost effective, nature-based solutions to flooding, erosion and water pollution as communities grow. CRWP currently represents 34-member cities, villages, townships, counties, and park districts and 91% of the land area in a 267-square mile watershed draining to Lake Erie.

Proposals in response to this Request for Qualifications ("RFQ") must be submitted on or before the date and time set forth in the RFQ. Failure to comply with any of the requirements of this RFQ may result in the Proposal not being considered. The 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. Neither the Park District nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ.

The contractor shall furnish all necessary drawings, plans, permits (local, state and federal), labor facilities, materials, equipment construction oversight services to complete the project scope of services. It will be a requirement of the scope of services that the contractor have a qualified professional (Certified Arborist, Urban Forester, or Landscape Architect) on staff to develop the plan and they must demonstrate the ability and capacity to monitor and maintain the plantings for the project period duration.

The total maximum cost/price for performance under this contract is \$149,860.00. This maximum amount of \$149,860.00 shall not be exceeded under any circumstances unless written authorization is obtained from the Geauga Park District. Candidates are strongly encouraged to provide discussion and comment on any tasks which may not be needed to complete the project more economically.

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.

SCOPE OF SERVICES

1. Overview

Veterans Legacy Woods was formerly a 180-acre golf course in Newbury Township and was purchased by Geauga Park District in 2018. The project proposes to plant 2,470 trees and shrubs across 13 acres of riparian stream corridor along the West Branch Cuyahoga River subwatershed. The goal for this reforestation is to facilitate the long-term return of a large, mature native forest ecosystem through planned habitat restoration.

Through this Request for Qualification, the Geauga Park District will select a contractor to provide recommendations, designs, restoration specifications, and permitting and permit compliance, including monitoring and reporting for the Veterans Legacy Woods Cuyahoga River Reforestation. A summary of contractor scope of service is as follows:

2. Scope of Services

- 1. Complete topographical and reference surveys as necessary.
- 2. Design-Builder will be responsible for all modifications to the site to facilitate long-term recovery of a large mature, native forest ecosystem through planned habitat restoration. The design-builder shall perform construction of this project per the design as approved by Geauga Park District to achieve the following goals and objectives.
- 3. Contractor must have successfully completed at least 2 riparian restoration projects.
- 4. Complete the following restoration tasks:
 - a. Restore approximately 13 acres of riparian stream corridor along the West Branch Cuyahoga River subwatershed using 2,470 one (1) to three (3) caliper size native trees and one (1) to three (3) gallon shrubs. This may include preparing areas directly adjacent to the streambanks for riparian plantings.
- 5. The contractor will be responsible for providing all information and securing, on behalf of the Geauga Park District, all necessary local, state and federal permits, certifications, and authorization 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.
- 6. Provide and execute a Stormwater Pollution Prevention Plan (SWP3) for the project if disturbing more than one-acre. 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.
- 7. Protect water quality and stream integrity as much as possible during planting.
- 8. Any fill or spoils that cannot be re-used at the project location should remain on-site at a location designated by Geauga Park District and CRWP.
- 9. The contractor shall be responsible to repair, replace, or restore any part of Veterans Legacy Woods outside of project boundaries that are damaged or changed by the contractor or any subcontractors doing work on the project.
- 10. Any areas disturbed to access the site, including roadways/right-of-ways must be restored to former condition at the close of this project at the Contractor's expense. Contractor must obtain photographs and/or video of Veterans Legacy Woods and submit to Geauga Park District prior to the

commencement of construction.

- 11. If any wetlands are impacted as a result of this project, any needed mitigation will be completed on site and included as a part of this design-build project.
- 12. All work shall be performed in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws.
- 13. Contractor shall be responsible for conducting all project monitoring activities and reporting required for compliance with federal, state and local permit conditions.
- 14. As-built construction plans shall be provided to Geauga Park District upon completion of the project. Prior to submission of a final application for payment, as-built drawings shall be provided to Geauga Park District showing final site conditions, including linear feet of stream and acres of reforestation.
- 15. All materials, reports, surveys, delineations, plants, etc. will be available to Geauga Park District and CRWP for educational materials and signage, project documentation and reporting, and permitting.
- 16. Design-builder shall provide digital photographs before, during, and after construction, including photos from standardized vantage points to see change in the site over time.
- 17. Revise design plans based on comments from Geauga Park District, CRWP, and regulatory agencies, including Ohio EPA. At least 2 rounds of plan review and revision are anticipated.
- 18. Each part or detail of work shall be subject to inspection by the Geauga Park District.
- 19. Construction must be completed by **May 30, 2025**, but the contractor is encouraged to provide a more expeditious timeline if they feel the project can be effectively completed sooner.
- 20. The contractor shall be responsible for ensuring that plant survivability conditions and all other conditions expected of them in the attached "Three-Year Tree Maintenance Plan" (Exhibit A) are met. The contractor must inspect the plants one year after planting and provide Geauga Park District with inspection results and replace plant materials as necessary.
- 21. Contractor must provide a one-year warranty on plant materials installed through this project, ensuring 75% survival for all plant material. Plant materials shall be replaced by the warranty if more than 25% of the plant is dead, diseased, or dying.
 - 1. "Warranty Period" means a period of one (1) year from the Final Completion Date of the entire Work (or a specific part of the Work) or the longer periods of time as may be required by specific warranties contained in the Construction Agreement, provided by manufacturers or suppliers, or as otherwise stated in any Certificate of Final Completion, during which the contractor, at its sole cost and expense, shall remove or correct all Work performed by Contractor under the Contract Documents, which the Village deems to be defective in material or workmanship or not in conformance with the Contract Documents.
 - 2. Contractor warrants to GPD that all materials and equipment furnished shall be new and unused, unless otherwise specified in the Contract Documents, and that the Work will be free from faults and defects and in conformance with the Design Documents, Contract Documents, and all applicable laws or regulations. Contractor agrees, at its sole cost and expense, to remove or correct all Work performed by it under the Contract Documents, which GPD deems to be defective or not in conformance with the Design Documents, Contract Documents, or applicable laws or regulations during the Warranty Period. Contractor also agrees during the Warranty Period to remove or correct any portions of the Work that may be damaged or destroyed by such defective Work or by the removal or correction of such defective Work. GPD shall approve the Work performed during the Warranty Period and, if the Work is unacceptable, the Warranty Period shall be extended until the Work is acceptable to GPD. Upon request by GPD, the contractor and GPD/CRWP

shall jointly inspect the Work during the twelfth month following the Date of Final Completion to identify and investigate any defective or non-conforming Work covered during the Warranty Period. Contractor's warranty excludes remedy for normal wear and tear and normal usage.

- 3. If contractor does not fully perform its obligations under the Warranty provisions within a reasonable time following written notice by GPD to contractor then, in addition to, and not in lieu of any other right or remedy available to GPD under the Construction Agreement or at law, GPD may perform or cause such obligations to be performed at the sole cost and expense of contractor.
- 4. Nothing contained in the Warranty provision will be construed to establish a period of limitation with respect to any other obligation which contractor might have under the Construction Agreement or related Contract Documents. The Warranty Period relates only to the obligation of the contractor to correct the Work following Final Completion of the project.
- 22. The contractor agrees to release, indemnify and hold Geauga Park District and CRWP and their officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgements of any kind, including all costs reasonable attorneys' fees and expenses incidental thereto, which may be suffered by, or charged to Geauga Park District 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.

List of Attachments

- Exhibit A Location and Site Maps
- Exhibit B Site Photographs

Project Location

. Maps showing the site and areas of work are attached as Exhibit A. Additional information on Veterans Legacy Woods can be found at geaugaparkdistrict.org.

Criteria Architect

The Owner will serve as the criteria architect for the project (or Owner's designee).

Project Budget

The Owner has established the following budget for the project:

Veterans Legacy Woods Cuyahoga River Reforestation. The total maximum cost/price for performance under this contract is - \$149,860.00 (total cost including design and construction). Funding is provided by the USDA, Forest Service Great Lakes Restoration Initiative (GLRI) Grant. The maximum amount of \$149,860.00 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 USDA, Forest Service Great lakes Restoration Initiative (GLRI) Grant Grant 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.

- 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 architectof-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. <u>Design-Builder</u>. 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. <u>Development of the GMP</u>. 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 preapproved 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. <u>Construction Documents</u>. 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. <u>Coordination of Documents</u>. 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 RFQ.
- 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 preconstruction 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 December 2023
Design-Builder Selection November 2024

Design Phase and Permitting December – February 2025

Design-Builder Initial GMP Proposal and 100% CD's January 2025
Construction Begins March 2025
Project Complete June 2025

Statement of Qualifications

Please provide the following information in your Statement of Qualifications:

- 1. <u>General Firm Information</u>. 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) <u>Cover Letter</u>. 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) <u>Company Overviews</u>. 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) <u>Bonding/Insurance Certificate</u>. 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) <u>Sub-Consultants</u>. 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. <u>Project-Specific Information</u>— 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) <u>Project Experience</u>. 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) <u>Project Team and Organization</u>. 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) <u>Design-Build Project Delivery Experience.</u> Describe any prior experience with the Design-Build project delivery method described above. Include experience, if any, working with public entities in relevant Design-Build projects.

- 3. <u>Sustainability</u>. Describe the firm's experience and cost and constructability planning related to sustainability initiatives.
- 4. <u>Funding Terms and Conditions</u>. This project is funded through USDA, Forest Service Great lakes Restoration Initiative (GLRI) Grant Nonpoint Source Implementation Grant. 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.
- 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.

Selection

- 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. <u>Request for Proposals</u>. 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. <u>Selection of Design-Builder</u>. 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.
- 4. <u>Selection Schedule</u>. Owner's schedule for selection of a firm is as follows:

August 26, 2024 RFQ Issued

September 5, 2024 (3:00 p.m.) Questions Submitted September 12, 2024 (3:00 p.m.) Owner Responses

September 17, 2024 (3:00 p.m.) Deadline for Submitting Qualifications

September 20, 2024 Owner Review Qualification Statements (Determine shortlist)

September 23, 2024 RFP Issued to Shortlist of Firms

October 3, 2024 Non-Mandatory pre-bid Meeting at Veterans Legacy Woods at

10:00 AM

October 23, 2024 RFP Submittal Deadline

November 18, 2024 Owner Selects Top-Ranked Design-Builder

May 30, 2025 Reforestation must be completed

June 30, 2025 All work including invoices, must be completed and delivered to

Geauga Park District

Instructions for Submission

<u>Submission</u>. Three (3) copies and one electronic copy of the qualification statement shall be submitted by 3:00 p.m. on September 17th, 2024. Proposals received after this time and date will not be accepted. Responses must be sent to: Meredith McKeon, Park Planner, Geauga Park District, 9160 Robinson Rd, Chardon, Ohio 44024; email: mmckeon@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.

- Questions; Inquiries. Written questions must be submitted via email by September 5th, 2024 by 3:00 p.m. (EST) to mmckeon@geaugaparkdistrict.org. Questions received shall be answered by Geauga Park District by September 12th, 2024 by 3:00 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.
- 2. <u>Communications</u>. 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.
- 3. <u>Public Records</u>. 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.
- 4. <u>Cancellation; Rejection</u>. 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.
- 5. <u>Costs.</u> Owner assumes no responsibility for costs incurred in the preparation, presentation or submission of the qualification statements.
- 6. <u>Amendments to RFQ.</u> 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.

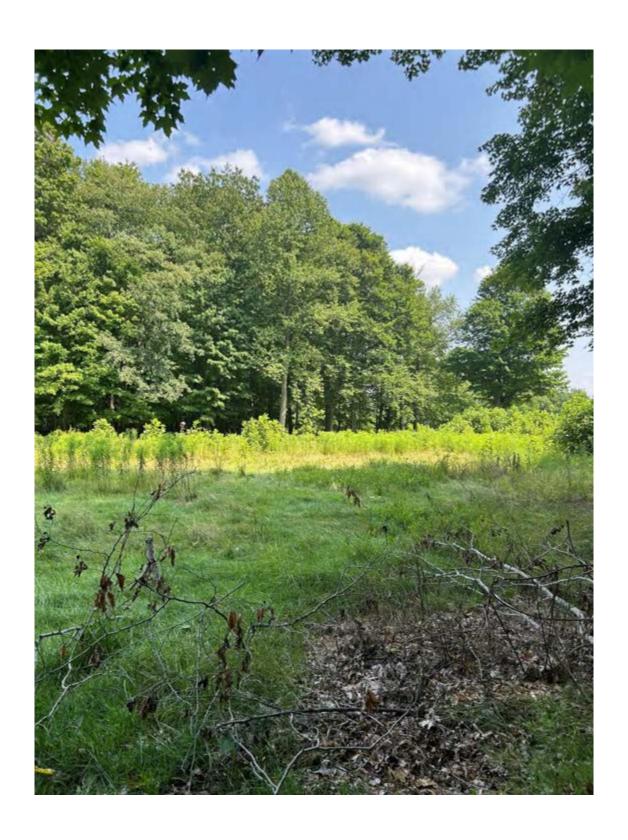
Exhibit A: Location and Site Maps

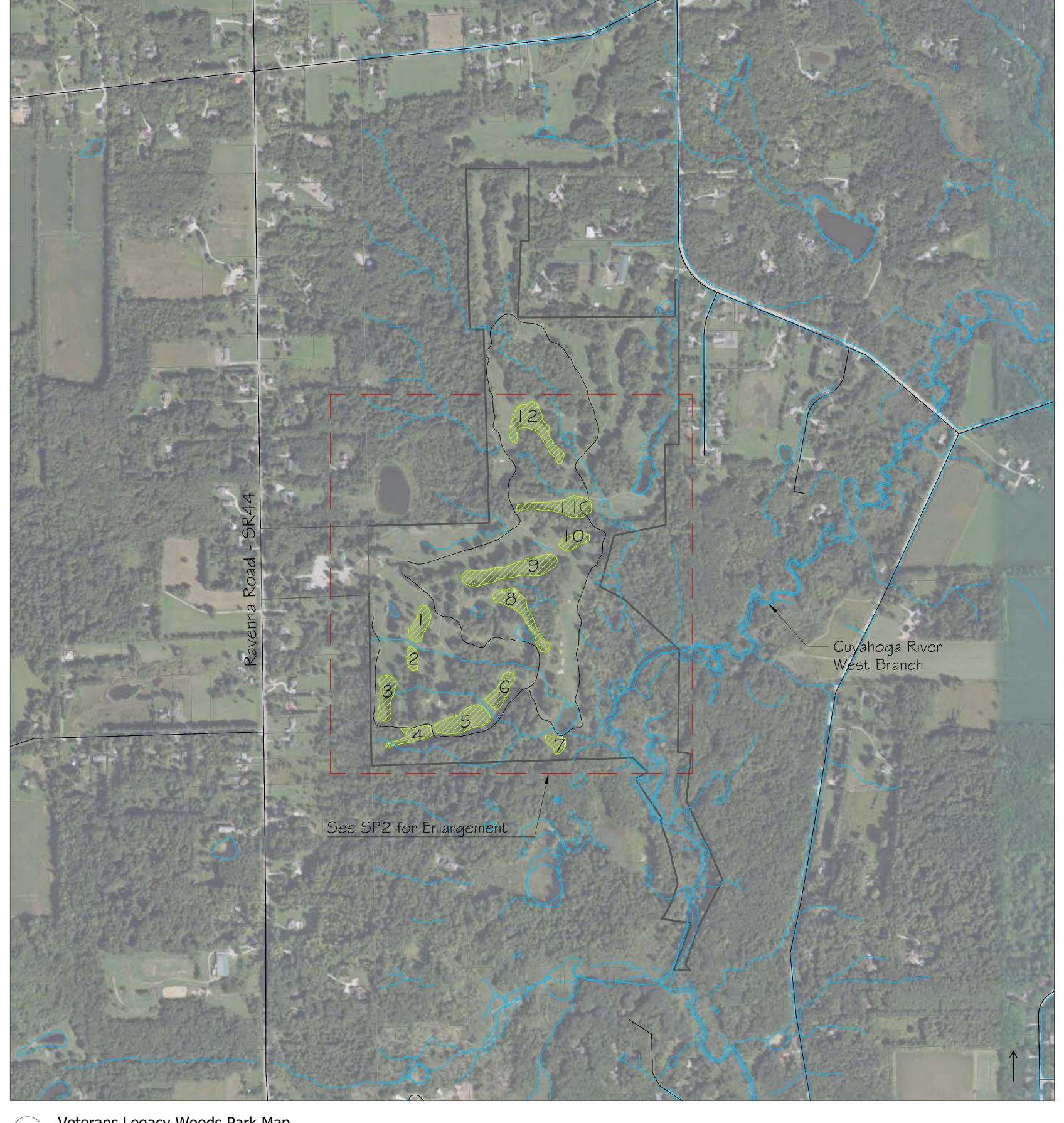
Exhibit B: Site Photographs











Veterans Legacy Woods Park Map

GEAUGA PARK DISTRICT

9160 ROBINSON ROAD CHARDON, OHIO 44024 T. 440.286.9516 | F. 440.286.1285

| ISSUE | DATE | DESCRIPTION | 1 | 08.14.24 | 2 | 3 | 4 | 5 | 6 | 6 | 7 | | PRELIMINARY: Not For Construction
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ONLY. Approval:

2024 Cuyahoga River Reforestation

Veterans Legacy Woods 14085 Ravenna Road, Newbury Twp., OHIO 44024

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Focus Area for Reforestation

GEAUGA PARK DISTRICT

9160 ROBINSON ROAD CHARDON, OHIO 44024 T. 440.286.9516 | F. 440.286.1285

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2024 Cuyahoga River Reforestation

Veterans Legacy Woods 14085 Ravenna Road, Newbury Twp., OHIO 44024

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