

City of Mentor

BID SET

**Springbrook Garden Park Wetland
Restoration Project
City of Mentor**

April 30, 2019

**Prepared under the supervision of
Josh Myers, Project Manager, Chagrin
River Watershed Partners, Inc.
Date April 30, 2019**

**Approved By:
Kenn Kaminski,
Director of Parks and Recreation
Date April 30, 2019**

CITY OF MENTOR OFFICIALS

ADMINISTRATION

Kenneth J. Filipiak, City Manager

David W. Malinowski, Finance Director

Joseph P. Szeman, Law Director

David A. Swiger, City Engineer

Matthew Schweikert, Director of Public Works

Kenneth Kaminski, Director of Parks, Recreation and Public Facilities

Kevin Malecek, Director of Economic Development & International Trade

Kathy Mitchell, Planning Director

Kevin Knight, Chief of Police

Robert Searles, Fire Chief

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John A. Krueger, President

Bruce R. Landeg, Vice President

Sean P. Blake

Matthew E. Donovan

Janet Dowling

Ray Kirchner

Scott J. Marn

Julie Schiavoni, Clerk of Council

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed proposals will be received at the Purchasing Department, 2nd Floor Conference Room, City of Mentor, 8500 Civic Center Boulevard, Mentor, Ohio until 11:30 a.m. on May 23, 2019 and will be opened and read at 11:45 a.m. for the following Wetland Restoration Project:

SPRINGBROOK GARDEN PARK WETLAND RESTORATION PROJECT

Mandatory Pre-Bid Meeting on May 13, 2019 10:00 – 11:00 a.m. at
Springbrook Garden Park

Bids must be in accordance with specifications advertised on the City of Mentor website: www.cityofmentor.com/legalnotice/rfp or RFP's will be available for pick-up at the Purchasing Office for the cost of printing. Bidders shall be responsible for checking Addenda and obtaining any from the website.

By order of:

Kenneth J. Filipiak, City Manager

News-Herald:

April 30, 2019
May 7, 2019
May 14, 2019

THE CITY OF MENTOR
Springbrook Garden Park Wetland Restoration Project
 REQUEST FOR PROPOSALS
 April 30, 2019



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BID SCHEDULE PAGE IS AVAILABLE ONLY BY CONTACTING VERONICA FETSKO, FETSKO@CITYOFMENTOR.COM OR 440-974-5776. Bid Schedule Page intentionally omitted in order to maintain a plan holders’ list.

SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

The City of Mentor is seeking a contractor to complete design and construction of a wetland restoration project on Wayside Gardens, a tributary to Marsh Creek. This project is funded under the Ohio Environmental Protection Agency (Ohio EPA) Section 319(h) Nonpoint Source grant program. This contract will include assistance to the City of Mentor (the “City”) and coordination with its project partners, the Chagrin River Watershed Partners, Inc. (CRWP) and Lake County Soil and Water Conservation District (Lake SWCD).

The contractor shall furnish all necessary drawings, plans, labor, equipment, and construction oversight services to complete the project. The contractor will be responsible for providing all information and for securing, on behalf of the City, all necessary local, state 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 total maximum cost/price for performance under this contract is \$397,650. This maximum amount of \$397,650 shall not be exceeded under any circumstances unless written authorization is obtained from the City of Mentor. All proposals shall include the total amount necessary for completion of the project. The proposal shall include an itemization of the cost of materials, labor and any additional cost the contractor deems necessary.

Candidates are encouraged to comment on any specified work which may not be needed to complete the project, or to propose alternate and/or complementary work to complete the project at a lower cost while meeting the project requirements of reconstructing and restoring 2.75 acres of wetland and revegetating 2.75 acres with native riparian and wetland plant species. Candidates are encouraged to utilize beaver dam analogue structures within their proposal as outlined in the conceptual plan. Please contact Chagrin River Watershed Partners Project Manager, Josh Myers at 440-975-3870 ext. 1007 or jmyers@crwp.org with questions.

SECTION B: DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

I. Background

Through this project, the City of Mentor will reconnect at least 2.75 acres of wetland to stream by reconstructing and restoring the wetlands and revegetate 2.75 acres with native wetland vegetation along Wayside Gardens. The project site is located approximately 0.31 miles south of the intersection of Jackson Street and Heisley Road (6776 Heisley Road) in the City of Mentor, Lake County, Ohio (Exhibit A: Location Map) within the Marsh Creek – Frontal Lake Erie Watershed (12-digit HUC: 041100030204). The property is owned by the City of Mentor and is the location of Springbrook Garden Park.

II. Conceptual Plan

The conceptual plan (Exhibit B) calls for the excavation of floodplain wetland habitat along Wayside Gardens to restore beneficial aquatic functions to the stream. Excavation will occur adjacent to the stream to promote floodplain connectivity and hydrologic connectivity to the excavated floodplain wetlands. Beaver dam analogues will be constructed on the downstream section of the project to raise the grade

within the stream and allow for wetland habitat to develop in the created floodplain areas. Grading will occur to allow for the hydrological connection of an existing pond with the created wetland area. Native wetland and floodplain species will be planted to enhance the wetland and riparian zones. Invasive species will be treated and removed as necessary.

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

I. Overview

Through this Request for Proposals, the City of Mentor will select a contractor to provide recommendations, designs and restoration specifications, permitting and permit compliance including monitoring and reporting and construction for the Springbrook Garden Park Wetland Restoration Project. The selected contractor will complete a restoration design, be responsible for preparing, filing and obtaining and paying for all necessary local, state and federal permits and certifications under the Clean Water Act, and complete construction of the project. A summary of the contractor scope of services and proposed schedule are as follows:

II. Contractor Scope of Services

- A. Provide plans, restoration specifications, and complete construction of 2.75 acres of wetland and planting of 2.75 acres with native wetland species. Plans should achieve the following:
 1. Grading of the floodplain adjacent to the stream to allow for the creation of wetland.
 2. Installation of beaver dam analogues. Other restoration techniques may be employed as deemed appropriate.
 3. Hydrological connection between existing pond and created wetlands.
 4. Treatment of existing invasive plant species.
 5. Vegetate 2.75 acres of adjacent floodplain with native wetland vegetation including trees and shrubs, and floodplain and riparian seed mixes containing native grasses, sedges, and forbs.
 6. Planting plan with lists of plant species to be utilized.
- B. Consultant must lead and attend a project kick-off meeting and a minimum of two in person plan review meetings. Revise plans based on comments from The City of Mentor, CRWP, Lake SWCD, and regulatory agencies. At least two rounds of plan review and revisions are anticipated.
- C. Provide calculations and quantities for soil excavation and removal associated with this project if applicable.
- D. The City does not anticipate any wetland impacts for this project. However, if any wetlands are impacted as a result of this project, mitigation will be completed on site and included as a part of this design/build project. Bidders shall indicate whether they anticipate any wetland impacts in their proposal.
- E. Disturbance to existing natural vegetation shall be minimized in accessing the site and stabilizing the bank.
- F. Prepare, file, pay for all associated costs, and obtain all necessary state and federal permits, certifications, and authorizations before beginning construction.
- G. Provide and execute a Stormwater Pollution Prevention Plan (SWP3) for the project. Erosion and sediment discharge must be controlled throughout the construction process

in accordance with the Ohio EPA construction general permit and local erosion and sediment control regulations, if applicable.

- H. Project design shall protect water quality and stream integrity as much as possible during construction.
- I. If necessary, a floodplain development permit shall be filed for this work. Floodplain development permit applications shall comply with all federal and state statutes, and local laws, rules and ordinances.
- J. The selected contractor must be registered with the City of Mentor.
- K. 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.
- L. The contractor shall make no use of the project site other than between the hours of 7:00 AM and 7:00 PM, Cleveland, Ohio time, Monday through Saturday (national holidays excluded); provided, however, that Contractor shall be permitted to leave stored equipment and materials within agreed upon areas at the project site at other times.
- M. Contractor shall, at its sole cost and expense, install a temporary construction fence surrounding the project site, and maintain such fence in good and slightly condition during construction.
- N. Any fill or spoils generated as a result of this project should remain on-site and be placed in locations designated by the City of Mentor.
- O. Any areas disturbed to access the site, including roadways/right of ways and private property must be restored to former condition at the close of this project at the Contractor's expense. Contractor must obtain photographs and video of the park roads within project limits and submit copies to the Assistant City Engineer, Brian Ashurst and Director of Parks and Recreation, Kenneth Kaminski prior to the commencement of construction.
- P. Contractor must provide a two-year warranty on plant materials installed through this project, ensuring 75% survival of all live stake plantings and 90% survival for all other 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 two (2) years 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 the City 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 the Village 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. Village 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 City. Upon request by City, the contractor and City 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 the City to contractor then, in addition to, and not in lieu of any other right or remedy available to the Village under the Construction Agreement or at law, the City 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.
- Q. Contractor shall be responsible for conducting all pre-, during, and post-project monitoring activities and preparation and submittal to the City of all reports required for compliance with federal, state, and local permit conditions.
 - R. All materials, reports, surveys, delineations, plans, etc. will be available to the City of Mentor, CRWP, and Lake SWCD to use for educational materials, signage, grant documentation and reporting, and permitting.
 - S. The contractor shall be solely responsible for all data and information sources utilized in design and construction of this project.
 - T. Each part or detail of work shall be subject to inspection by the City of Mentor.
 - U. As-built construction plans shall be provided to the City of Mentor upon completion of the project.
 - V. In-water construction work must be completed between June 30 - September 14.
 - W. Planting may be completed by November 30 to promote plant survival.

III. Schedule

April 30, 2019: First bid advertisement

May 7, 2019: Second bid advertisement

May 14, 2019: Third bid advertisement

May 13, 2019 10:00 – 11:00 am: **Mandatory pre-bid meeting** at Springbrook Garden Park. Contact Josh Myers at jmyers@crwp.org or (440) 975-3870 ext. 1007 if you plan to attend.

May 23, 2019: Proposals must be received at Mentor City Hall by 11:30 a.m. A public bid opening will occur at Mentor City Hall on May 23, 2019 at 11:45 a.m.

June 4, 2019: Anticipated date for the City of Mentor to award contract.

July 1, 2019 – February 30, 2019: Complete project design and permitting

March 1 – November 30, 2019: Complete wetland restoration and planting.

Section D: Applicable State and Federal Requirements

I. Overview

For the purpose of Section D, the selected contractor shall be referred to as “Subgrantee.” The subgrantee must comply with the following conditions and all conditions within the Ohio Environmental Protection Agency Clean Water Act Section 319(h) Grant Agreement with The City of Mentor (Exhibit E).

II. Bonding Requirements

The successful bidder shall be required to furnish a bond for the faithful performance of the Contract in a sum of not less than one hundred percent (100%) of the total price bid for the project; said bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of Treasury Circular 570 "Surety Companies Acceptable on Federal Bonds". Bonding requirements are detailed in 40 CFR 30.48 (<https://www.gpo.gov/fdsys/pkg/CFR-2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf>)

In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense, a two-year maintenance bond, in the amount of twenty-five percent (25%) of the Construction Agreement. The term of the bond shall begin on the date of final acceptance of the Project and shall guarantee the Work on the Project will remain in good condition for and during the entire two-year period of guarantee which shall include, among other things, all permanent in-stream, wetland, or erosion control structures and plant materials installed at the Project. If at any time before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the contractor, as determined by the City, the contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the City reserves the right to make such corrections at the expense of the contractor or bonding company.

III. Compliance with State and Federal Grant Agreement Requirements

In the performance of the duties and obligations under the Ohio EPA Section 319(h) Grant Agreement, Subgrantee shall comply with all applicable:

- A. Ohio Governor Executive Orders;
- B. 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
- C. Federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.

The Subgrantee and subSubgrantees shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- F. Requiring that subSubgrantees, if subcontracts are to be let, take the affirmative steps listed in this Paragraph;
- G. Pursuant to Executive Order No. 2008-12S, Subgrantee and subSubgrantees, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Agreement; and
- H. Pursuant to Executive Order No. 2008-13S, Subgrantee and subSubgrantees, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth and Equity ("EDGE") program vendors. EDGE program guidance may be viewed online at <http://das.ohio.gov/Divisions/EqualOpportunity.aspx>. The list of State-certified MBE and EDGE businesses may be found by accessing the following websites:
<https://eodreporting.oit.ohio.gov//searchMBE.aspx>
<https://eodreporting.oit.ohio.gov//searchEDGE.aspx>

IV. Nondiscrimination

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

The Subgrantee 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.

V. Prohibition Against Purchase of Services Provided Outside the United States

Executive Order 2011-12K, signed June 21, 2011, provides that no State Cabinet Agency, Board or Commission shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. Subgrantee affirms that it has read and understands Executive Order 20 11-12K and shall abide by the Executive Order's requirements in the performance of this Agreement and shall perform no services required under this Agreement outside of the United States. Subgrantee shall disclose to the City of Mentor:

- A. The location(s) where all services are to be performed by Subgrantee;
- B. The locations(s) where any state data associated with any of the services to be provided or sought to provide, will be accessed, tested, maintained, backed-up or
- C. stored;
- D. Any change in the location of any services being provided by Subgrantee under this Agreement; and
- E. The principal business location of Subgrantee

VI. Equal Employment Opportunity

The Subgrantee 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 Subgrantee 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.

VII. Non-Compliance

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

VIII. Prevailing Wage Requirement

As required by Chapter 4115 of the Ohio Revised Code, where applicable, the Subgrantee 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.

IX. Independent Capacity of Subgrantee

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

X. Conflicts of Interest and Ethics Compliance

The Subgrantee 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 Subgrantee 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 Subgrantee further represents, warrants, and certifies that neither Subgrantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order.

XI. Liability

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

XII. Campaign Contributions

The Subgrantee 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).

XIII. Certification Against Unresolved Findings for Recovery

Subgrantee represents and warrants that it is not subject to an "unresolved" finding for recovery under ORC.9.24. If this warranty is deemed to be false, this Agreement shall be void *ab initio* and Subgrantee shall immediately repay to the State any funds paid under this Agreement.

XIV. Subgrantee's Liability

The following attachments must be included by the Contractor at the time of the execution of this Contract; each being subject to the approval of the Director of Law:

The Contractors and its subcontractors engaged in the design and construction of the project must provide a Certification of Insurance verifying its limits for bodily injury, including death resulting therefrom, public liability, employer's liability, property damage, personal injury, automobile insurance and advertising injury in an amount not less than \$1,000,000 per occurrence.

- A. The City of Mentor and its authorized agents, Chagrin River Watershed Partners, Inc. and Lake County Soil and Water Conservation District shall be endorsed as "additional insureds" on all policies covering work under this RFP.
- B. All insurance shall be endorsed so that it cannot be canceled with less than thirty (30) days written notice to the City.
- C. Worker's Compensation coverage as required by statute, covering all employees, lease workers, temporary workers and volunteer labor of the Village and its contractors or subcontractors. A copy of the Contractor's Workers' Compensation Certificate shall be submitted to the Village.
- D. Employer's Liability coverage with limits of \$1,000,000.00 each employee, each accident; provided that in monopolistic states Stop Gap Coverage be maintained by endorsement to the Commercial General Liability Insurance, in lieu of Employer's Liability coverage.

XV. Ohio Elections Law

The Subgrantee 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.

XVI. Human Trafficking

Subgrantee and any person acting on behalf of Subgrantee shall not engage in trafficking of persons; procure a commercial sex act or use forced labor in the performance of this Agreement.

XVII. Drug Free Workplace

The Subgrantee 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.

XVIII. Transfer of Records

It is the intent of the City of Mentor that the current efforts be conducted in a manner that maximizes the City of Mentor'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.

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 City of Mentor and shall be turned over to the City of Mentor upon completion or as directed.

XIX. Federal Assurances

By signing this Agreement, Subgrantee certifies that Subgrantee will:

- A. Comply, if applicable, with flood insurance purchase requirements of Section 1 02(a) of the Flood Disaster Protection Act of 1973 (P L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance under certain conditions;
- B. Comply with environmental standards which may be prescribed pursuant to the following:
 1. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514;
 2. notification of violating facilities pursuant to Executive Order 11738;
 3. protection of wetlands pursuant to Executive Order 11990;
 4. evaluation of flood hazards in flood plains in accordance with Executive Order 11988;
 5. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*);
 6. conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*);
 7. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 8. protection of endangered species under the Endangered Species Act of 1973, as amended (P L. 93-205);
- C. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers systems;
- D. Assist Ohio EPA in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*);

- E. Comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP);
- F. Comply with provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"); and
- G. Comply with the Age Discrimination Act of 1975.

XX. Compliance with Laws Not Listed

Subgrantee shall comply with all applicable federal, state, local laws, regulations (rules, ordinances), assurances, circulars and orders whether or not specifically set forth or referenced in this Agreement.

XXI. Time for Completion

Subgrantee acknowledges and agrees that time is of the essence to the contract and that if Subgrantee shall fail to complete the Work as herein provided within the time fixed, or extended as mutually agreed upon, the Village may retain as liquidated damages incident to such delay, a portion of the monies which are or may become due said Subgrantee, and every calendar day the completion of the Work be delayed beyond the time set forth herein for such completion shall constitute an incident of delay.

Subgrantee acknowledges and agrees that, inasmuch as the City will sustain expenses and inconveniences and other damages in the event that the Subgrantee fails to perform the Work as herein specified within the time herein set forth, included but not limited to inconvenience to the public, Engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract and other elements, some of which are indefinite and, in some cases, not susceptible to convenient determination, an amount equal to that stated below for each calendar day's delay shall be considered as liquidated damages and not as a penalty and shall become due the City as full payment for all such expenses and damages sustained by it as a result of the Subgrantee's failure to complete the Work as follows: **\$500.00 FOR EACH DAY BEYOND JUNE 1, 2021.**

SECTION E. INSTRUCTIONS TO OFFERERS

I. Proposal Format

In responding to this RFP, please submit four (4) complete hardcopies and one digital copy of a proposal addressing the following items:

- A. Description of Contractor's Understanding of the project.
- B. Description of Services to be Performed.
- C. Assumptions and Expectations.
- D. Cost Proposal as set forth in Section A.
- E. Bid Schedule (example attached as Exhibit D)
- F. Proposed project schedule identifying milestones, deliverables, and key coordination meetings. Include current workload and schedule of proposed project in consideration of that workload.
- G. Personal Experience and Resumes of Personnel.
- H. Three (3) References.

II. Selection and Award Process

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

Any contract awarded under this invitation will be financed through the Ohio Environmental Protection Agency's 319 grant program. No employee of the Ohio EPA, the US EPA or any departments or subdepartments thereof shall be a party to this invitation for proposals or any resulting contract.

A **mandatory pre-bid meeting** will be held on **May 13, 2019 at 10:00 AM – 11:00 AM** at Springbrook Garden Park in Mentor, Ohio to discuss the project and tour the project area. Contractors must attend the mandatory pre-bid meeting to submit proposals but also may conduct additional site visits with pre-notification to the City. Contact Josh Myers at jmyers@crwp.org or [440\) 975-3870 ext. 1007](tel:4409753870), please RSVP by May 10, 2019. If interested, please submit four (4) complete hardcopies and one (1) digital copy of a proposal to the address below. Submissions must be received at the City of Mentor offices no later than **11:30 a.m. on Thursday May 23, 2019**. Proposals received after this time and date will not be accepted. The City of Mentor expects to award the contract by **Tuesday, June 4, 2019**. Work will commence after successful execution of a contract for services between the contractor and the City of Mentor and contract approval by Ohio EPA. All work under this contract, including invoices, must be completed and delivered to the City of Mentor by **Friday, May 31, 2021**. The City 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 any expenses incurred in connection with the preparation of a response to this RFP. The City reserves the right to obtain financial data or other supplemental information concerning the bidders, if relevant. Bidders should prepare their proposals simply and economically, providing a straightforward and concise description of their abilities to provide the services described at the expected quality level. The City reserves the right to accept the proposal deemed most advantageous and in the best interest of the Village.

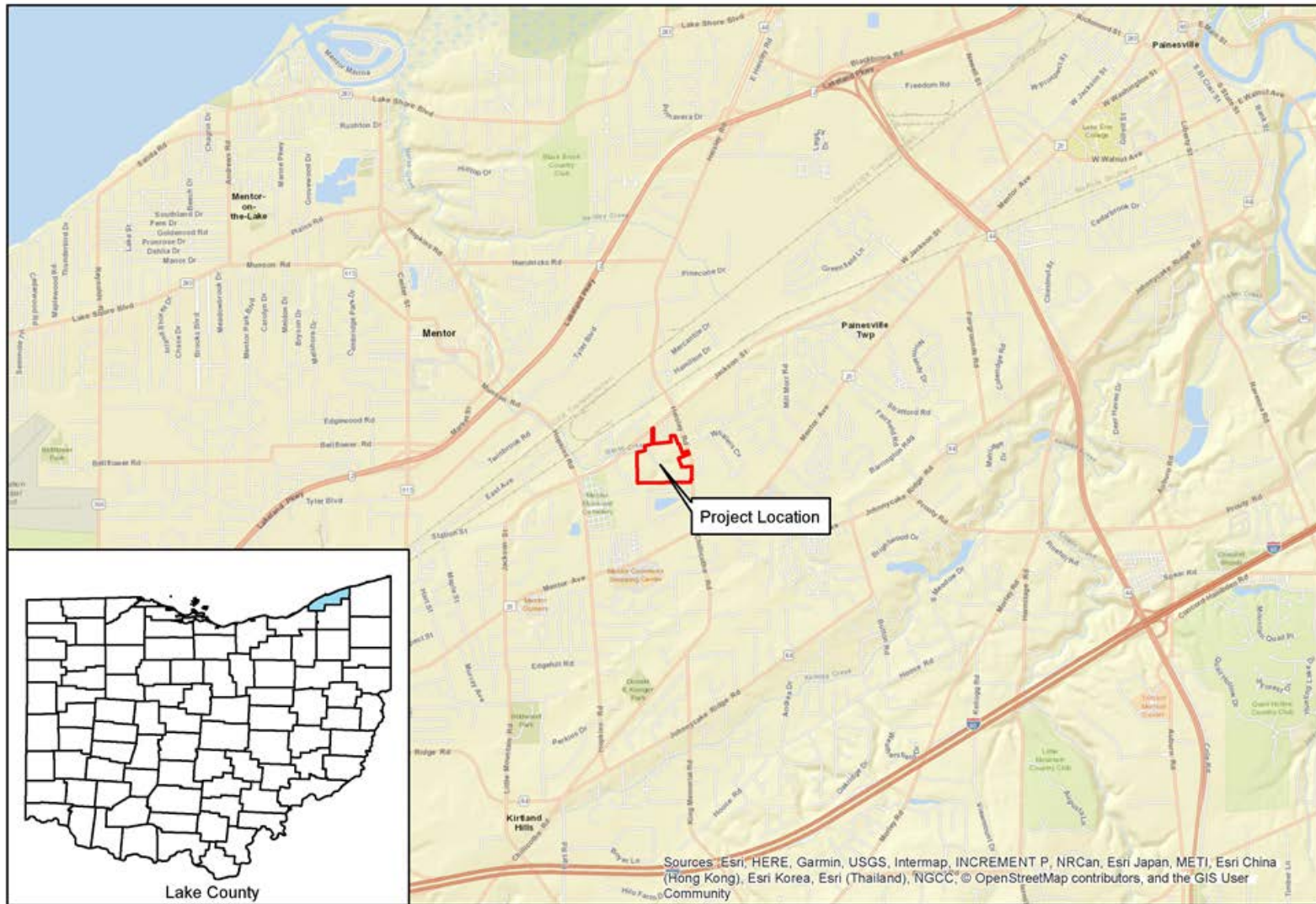
Responses to this RFP must be sent to:

City of Mentor
Department of Parks and Recreation: Attention Kenn Kaminski
8500 Civic Center Boulevard
Mentor, OH 22060

Questions should be directed to: Chagrin River Watershed Partners, Inc. Project Manager, Josh Myers, 440-975-3870 ext. 1007 or jmyers@crwp.org

Exhibits

Exhibit A: Project Location Map



Springbrook Garden Park
Wetland Restoration Project

Project Location Map
Mentor, OH



Chagrin River Watershed Partners, Inc.
PO Box 229 Willoughby, OH 44096
(440) 975-3870
www.crwpp.org

Exhibit B: Site Aerial



1 Wayside Gardens and Approximate Project Area

Exhibit D: Bid Schedule

Bid Schedule available by contacting Veronica Fetsko, fetsko@cityofmentor.com or 440-974-5776.

**Exhibit E: Ohio Environmental Protection Agency Clean Water Act Section 319(h) Grant
Agreement with The City of Mentor**