



**LEGAL NOTICE: REQUEST FOR QUALIFICATIONS FOR ENGINEERING,
CONSTRUCTION AND MONITORING SERVICES**

General Notice: Slim Creek Treatment wetland, Licking County, Ohio

Project location: 4905 National Road SW, Hebron OH
Parcel ID: 025-067758-00.000

Owner Information: Privately owned

Contact and submittals: Kristy Hawthorne
KristyHawthorne@LickingSWCD.com
Licking County Soil & Water Conservation District
771 East Main Street, Suite 100,
Newark, Ohio 43055
Office: 740-670-5330
Cell: 740-485-2961

PROJECT DESCRIPTION

Licking County Soil & Water Conservation District (LCSWCD) is seeking proposals from qualified firms for a proposed wetland enhancement on the northern edge of the Buckeye Lake Feeder Creek watershed, a tributary to Buckeye Lake at 4905 National Road SW, Hebron OH. The overall goal of the project will be to intercept surface-water flow path to reduce the downstream loading of pollutants such as nitrogen, phosphorous, and sediment, in the Buckeye Lake Reservoir Feeder HUC.

The primary objectives of this Grant Project are to redirect and capture agricultural drainage from Slim Creek into an existing wetland located at the southern boundary of the project site, and to enhance and expand the wetland area. These improvements aim to optimize nutrient attenuation from agricultural runoff and enhance habitat quality for wildlife. Upon completion, the wetland will cover at least 11 acres. The site will be monitored for a period of ten years post-construction to ensure continued effectiveness in water quality treatment, ecological function, and erosion control.

SCOPE OF WORK:

The successful team will be responsible for all aspects of the project including design, permitting, construction plans, construction and post construction monitoring including but not limited to:

- All applicable permitting, notifications, and calculations necessary to obtain authorization from all permitting agencies necessary.
- Development of a 11+ acre wetland enhancement routing water flow from the agriculture drainage ditch named Slim Creek.
- Design an approach that minimizes disturbance during construction, reduces nutrient and sediment loading in the stream, and improves existing habitats.
- Provide status and progress updates as needed to meet grant reporting criteria.
- Continued monitoring, managing and maintenance reporting of the project for 10 years following completion of construction. Management may include but is not limited to flow meter maintenance, invasive species control, erosion control, and re-seeding/re-planting (if necessary).

SCHEDULE

- Initial 8-page double-sided statement of qualifications to LCSWCD: No later than June 10, 2025 by 3:00 pm Eastern Standard Time.
- Selection of a maximum of 3 design/build teams by LCSWCD no later than June 13, 2025. Site visits will be scheduled for June 17 and 18, 2025.
- Submission by selected design/build teams: No later than June 30, 2025.
- Selection of successful team: July 3, 2025.
- Resolution to LCSWCD Board of Supervisors: July 8, 2025.
- Contract Awarded: July 18, 2025
- Project Completion: by October 31, 2026.

SUBMITTAL PACKAGE

- In total, two (2) hard copies and one (1) electronic file on a portable USB drive of the initial statement of qualifications, including attachments:
- Provide fully executed forms (provided):
 - Findings for Recovery Affidavit (R.C. 9.24)
 - Delinquent Personal Property Tax Affidavit (R.C. 5719.042)
 - Non-Collusion Affidavit
- The sealed package in which the submittals are delivered must be clearly labeled on the outside with the Respondent's name and the project identification as follows: **Slim Creek Wetland Project** to the Licking County Soil & Water Conservation District office **no later than 3:00 p.m., local time, on June 10, 2025.**

SELECTION PROCESS

In order to maximize interest in this design/build project, the LCSWCD will utilize a two-step selection process.

The LCSWCD shall select and rank no further than three Respondents which it considers to be the most qualified to provide the required services for the Project, except when it is determined by the LCSWCD in writing that fewer than three qualified Respondents are available in which case the LCSWCD shall select and rank those Respondents.

Interested teams shall submit an initial statement of qualifications to LCSWCD that is limited to 8 pages double-sided and will include the following:

- History of the design engineer and general contractor including years established, locations, insurance coverages, and history of claims asserted against design firm/contractor within the past 5 years and resolution of the claim
- Names and brief resumes/qualifications of key personnel (i.e. engineer, project manager, project superintendent of the general contractor);
- Likely major sub-consultants/subcontractors who are part of the design and construction team
- Prior experience working on design/build projects of a similar scope (i.e. floodplain wetlands, nutrient reduction) including specific examples of at least 3 successful design/build projects completed (include references)
- Any prior experience of the design and construction teams working with each other on design/build projects
- History of proposed team working with LCSWCD if applicable;
- A brief description of a proposed schedule and approach to the project including design and construction phases that will meet the proposed timeline (or a suggested timeline based on construction realities) and anticipated total cost and what processes will be employed to meet these goals
- Description of the team's approach to value engineering.

Second Step. Upon the selection and ranking of Respondents in the first step, the LCSWCD shall provide to each selected Respondent the following:

- A site visit to the property
- A detailed description of the project and project delivery,
- the design criteria produced by the engineer from ODA for the Project;
- a preliminary project schedule;

These selected Respondents will be asked to submit a more detailed proposal and project package limited to 8 pages double sided that will consist of the following:

- A detailed conceptual site plan showing the extent of proposed construction, recommended to be submitted as an 11"x17" page.

- A detailed plan of the proposed approach and materials used with a preliminary project schedule.
- A list of the permits and permissions needed to complete the project and expected lead time to acquire.
- A description of the team's approach to cost control, value engineering, and adherence to schedule.
- Proposed warranties associated with materials and workmanship.
- A general project budget and detailed proposed construction schedule, details below.

The pricing proposal mentioned above shall be divided into a design services fee and a preconstruction and design-build services fee. The pricing proposal shall include all the following: a list of key personnel and consultants for the project; design concepts adhering to the design criteria produced by the engineer from ODA; the Respondent's statement of general conditions and estimated contingency requirements. The LCSWCD project is being funded from a grant awarded from The Nature Conservancy ("TNC"). The budget for the design, permitting, construction and post monitoring grant is \$933,000.

The LCSWCD has the right to interview any or all Respondents about its pricing proposal, including the scope and nature of the proposed services. The LCSWCD shall rank the remaining Respondents based upon review and analysis of the pricing proposal and qualifications. The LCSWCD will enter a contract with the responsible offeror whose pricing proposal is determined to have the best value.

All Respondents, including minority owned, female owned, or small businesses are encouraged to submit proposals.

The LCSWCD shall ensure the Respondent selected has an adequate understanding of the essential requirements involved in providing the services for the Project and the terms of the contract. The LCSWCD shall also determine that the Respondent will make available the necessary personnel, equipment, and facilities to perform the services within the required time.

The LCSWCD and Respondent shall agree upon a procedure and schedule for determining a guaranteed maximum price using an open book pricing method that shall represent the total maximum amount to be paid by the LCSWCD to the Respondent for the Project and that shall include the costs of all work, the cost of its general conditions, the contingency, and the fee payable to the Respondent.

LCSWCD will follow competitive negotiation procurement procedures. LCSWCD reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent proposal process, or to negotiate without further process any contract as may be in the best interest of the LCSWCD. If the proposals received are not in the best interest of the LCSWCD, LCSWCD may reject all proposals and advertise for another round of proposals.

Should the LCSWCD fail to negotiate a contract with the Respondent whose pricing proposal is determined to have the best value, the LCSWCD shall inform the Respondent in writing of the termination of negotiations and may enter negotiations with the Respondent ranked as the next best value. The same procedure may be followed with each Respondent until a contract is negotiated.

If the LCSWCD fails to negotiate a contract with a Respondent whose pricing proposal the LCSWCD determines to be the best value, it may select additional Respondents to provide pricing proposals to the LCSWCD.

Information provided in the Request for Qualifications is correct to the best of the LCSWCD's knowledge.

LCSWCD staff will be coordinating, reviewing, and supervising all activities related to the project to ensure that the milestones are met. The LCSWCD has also established a timeframe and budget for the project that shall be met. The LCSWCD anticipates that the engineering firm's services will begin immediately after contract execution.

Qualifications will be reviewed and evaluated by the selection committee, including an engineer from the Ohio Department of Agriculture ("ODA").

The LCSWCD is not liable for any costs or expenses incurred by Respondents in the preparation of their proposals. RFQs shall become the property of the LCSWCD and will not be returned. All RFQs become public record upon opening. All RFQs shall include a fully executed set of forms as provided in the specifications.

Information provided in the Request for Qualifications is correct to the best of the LCSWCD's knowledge.

QUALIFICATION REQUIREMENTS

The following are the minimum qualifications for the Respondent:

- The Respondent will be qualified with the Secretary of State to conduct business in the State of Ohio, if selected. The Respondent represents and warrants that it can lawfully work in the United States.
- Respondent shall inform the LCSWCD if it is a privately-held entity in which a government official has equity ownership.
- Respondent shall work with the LCSWCD and TNC to identify material risks and develop and implement appropriate environmental and social safeguards when and if the Project could directly impact Indigenous Peoples or Local Communities.
- The Respondent will comply with all applicable federal and state statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental

requirements, including but not limited to counterterrorism, anti-money laundering, and economic sanctions laws.

- The Respondent covenants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for awards from any government agency; is not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and will not engage with any such individuals or organizations associated with terrorism; is not prohibited from transacting by any trade embargo, economic sanction, or other prohibition of law or regulation; and no action or inquiry concerning money laundering by or before any authority is pending.
- The Respondent covenants that it will have no interest, direct or indirect, that will conflict in any manner or degree with the performance of its contract services. The Respondent further covenants that, in the performance of the contract, the Respondent shall employ no person within the firm to having any such known interests. The Respondent will comply with all applicable anti-bribery or anti-corruption laws and regulations. Respondent shall not either directly or indirectly, pay, offer, promise to pay, or give anything of value to any person, including an employee or official of a government, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person for the purpose of obtaining, retaining, or directing business.
- The Respondent has a policy and practice of equal employment opportunity and nondiscrimination based on age, race, religion, creed, gender, sexual orientation, national origin, citizenship, disability, genetic information and/or military/veteran status. Respondent shall comply with all applicable human rights laws, statutes, regulations, and codes and warrants that it has not been found at fault or penalized for any human rights violations or creating an adverse impact on human rights.
- The Respondent will not employ any person less than 18 years old, unless permissible by the laws of the State of Ohio. Under no circumstances shall the Respondent employ any person who is less than 16 years old. The Respondent will not use or support labor by incarcerated individuals or work crews.
- If chosen, the Respondent agrees to protect, defend, indemnify, and hold the LCSWCD; its officers, employees, and agents; and the LCSWCD Board of Supervisors free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Respondent or its employees, officers, agents, and subcontractors. The Respondent agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the LCSWCD; its officers, employees, and agents; and the LCSWCD Board of Supervisors in defending any action arising out of the aforementioned acts or omissions.
- The Respondent agrees to indemnify, defend and hold TNC and TNC's representatives, employees, agents, successors, and assigns harmless from and against all demands,

claims, losses, damages, penalties, costs, and expenses, including attorneys' fees through the appellate levels, arising out of or related to any act or omission of said contractor or its representatives, employees, agents, successors, and assigns in connection with the Grant Project.

- Prior to execution of the contract, the selected Respondent shall provide the LCSWCD with separate performance and payment bonds. The penal sum of each bond shall equal 100% of the contract sum. If the contract sum increases at any time after the Respondent provides the surety bonds, the Respondent shall cause the penal sum of each surety bond to be increased as necessary to equal 100% of the contract sum. The delivery of written consent from the affected surety or sureties to the LCSWCD by the Respondent confirming the increased penal sums is a condition precedent to the LCSWCD's obligation to pay the Respondent for any portion of the work associated with the increase in the contract sum.
- If at any time prior to final payment to the Respondent, any surety providing a surety bond for the Project (1) is adjudged bankrupt or has made a general assignment for the benefit of its creditors; (2) has liquidated all assets or has made a general assignment for the benefit of its creditors; (3) is placed in receivership; (4) otherwise petitions a state or federal court for protection from its creditors; or (5) allows its license to do business in Ohio to lapse or to be revoked, then the Respondent shall, within twenty-one days of any such action listed above, provide the LCSWCD with new surety bonds in the form and amount described in this Request for Qualifications. The delivery to the LCSWCD by the Respondent of replacement surety bonds is a condition precedent to the LCSWCD's obligation to make any payment to the Respondent.

The Respondent has a continuing obligation to disclose information in writing throughout the RFQ process should any qualifications or situations change that might render the Respondent as an unqualified candidate.

LCSWCD has the right to exercise any or all options according to its needs and available funding including but not limited to rejecting a submission more than its funding for the project.

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RFQ RECEIPT FORM

RFQ SPECIFICATIONS FOR:

**ENGINEERING, CONSTRUCTION AND MONITORING SERVICES
SLIM CREEK TREATMENT WETLAND**

If an offeror intends on submitting a proposal, the respondent is to complete this form and submit a copy of this document to Britney Stuller, at BritneyStuller@LickingSWCD.com. This form must be submitted to enable the LCSWCD to send updates or corrections to the RFQ documents.

RESPONDING COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP CODE _____

CONTACT PERSON PHONE: (_____) - ____ - _____

EMAIL: _____

SIGNATURE: _____ **DATE:** _____

For internal purposes:

DATE REC'D ____ / ____ / ____

REC'D METHOD: _____

BY: _____
SWCD EMPLOYEE

FINDING FOR RECOVERY AFFIDAVIT

(Affidavit is required for proposal to be considered responsive)

State of _____

ss:

County of _____

I, _____, the _____ of _____,
(Name) (Title) (Firm/Office)

affirm under oath, pursuant to Section 9.24 of the Ohio Revised Code, that at the time this proposal was submitted, _____ was not the subject of an unresolved finding for

(Firm/Office)

recovery issued by the Auditor of the State of Ohio.

Signed: _____

Print Name: _____

Firm/Office: _____

Sworn to before me and subscribed in my presence this day ____ of _____,
20____.

Notary Public

My commission expires: _____

PERSONAL PROPERTY TAX AFFIDAVIT

(Affidavit is required for proposal to be considered responsive)

State of _____
ss:

County of _____

I, _____, the _____ of _____,
(Name) (Title) (Firm/Office)

affirm under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time this proposal
was submitted, _____
(Firm/Office)

() was charged with delinquent personal property taxes on the general list of personal
property as set forth below:

County Amount (include total amount penalties and interest thereon)

_____ County \$ _____

_____ County \$ _____

_____ County \$ _____

() was not charged with delinquent personal property taxes on the general list of personal
property in any Ohio county.

Signed: _____

Print Name: _____

Firm/Office: _____

Sworn to before me and subscribed in my presence this day ____ of _____, 20____.

Notary Public

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(Affidavit is required for proposal to be considered responsive)

State of _____
ss:

County of _____

I, _____, the _____ of _____,
(Name) (Title) (Firm/Office)

affirm under oath that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such proposal is genuine and not collusive or sham; that said offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that said offeror has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said offeror or of any other offeror, or to fix any overhead, profit, or cost element of such price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such proposal are true; and, further, that said offeror has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said offeror in his/her/its general business.

Signed: _____

Print Name: _____

Firm/Office: _____

Sworn to before me and subscribed in my presence this day ____ of _____, 20____.

Notary Public

My commission expires: _____