

**City of Hobart, Indiana
Sanitary & Storm Water District
Request for Proposal (RFP) and Specifications
for Design, or Build or Design/Build Services
for the
Duck Creek Tributary Restoration Project
Phase 2**

PROPOSALS DUE

December 20, 2023, at 2 PM CST

PRE-PROPOSAL MEETING & SITE VISIT

November 29th, 2023, at 10 AM CST

DEADLINE FOR QUESTIONS

December 1, 2023 at 4 PM CST

PREPARED BY

Delta Institute

35 E. Wacker Drive, Suite 1760

Chicago, IL 60601

And

Hobart Sanitary/Storm Water District

414 Main Street

Hobart, Indiana 46342

Request for Proposals

Qualified professional individuals/firms interested in responding to this Request for Proposals (RFP) should include the information requested in the following sections. All information should have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the proposal. Disadvantaged Business Enterprises (e.g., Minority-owned business enterprises or MBEs, Women-owned business enterprises or WBEs, etc.) are encouraged to respond to this RFP.

RFP Submittal Requirements

1 original, 5 hard copies, and 1 digital copy of sealed proposals should be submitted to the City of Hobart Office of the Clerk-Treasurer, Hobart City Hall, First Floor, 414 Main Street, Hobart, Indiana 46342 on or before **2:00 P.M. CST December 20, 2023**. Please have proposals addressed to: Deborah A. Longer, Clerk Treasurer.

Description	Due Date	Time
Request for Proposal (RFP) and Specifications for 3 options: 1. Design Services: or 2. Build Services: or 3. Design/ Build Services for the Duck Creek Tributary Restoration Project including: <ul style="list-style-type: none"> - Assessment Study of Phase 2 Duck Creek Tributary Restoration updated and based on phase 1 Assessment Study (2019). - Quality Assurance Project Plan (QAPP) for phase 2. To be adjusted from Phase 1 (QAPP) and aligned with EPA Template. 	Wednesday December 20	2:00 PM CST

Pre-Proposal Meeting & Site Visit

Hobart Stormwater District will hold a pre-proposal meeting and site visit on **Wednesday November 29, 2023 at 10 am CST**. The meeting will take place at Hobart City Hall (414 Main Street, Hobart, IN), and a site visit will occur afterward near the eastern end of the Duck Creek Tributary site (61st Avenue & County Line Road, Hobart, Indiana). Attendance at the meeting is mandatory for any firm that will be submitting a proposal. The meeting will include a summary of the project, proposal process, and review of prospective proposer’s questions.

Questions

For any questions regarding the RFP, please email Helen Hardy, Delta Institute at hmhardy@delta-institute.org. All questions must be received by **December 1st, 2023, at 4 PM CST**. All questions will be answered and issued to all companies that are on the RFP holders

list. If you are unsure if you are on the RFP holder's list, please contact Helen Hardy
Delta Institute, Phone: 312-554-0900 ext. 11 or [Email: hmhardy@delta-institute.org](mailto:hmhardy@delta-institute.org)
to confirm.

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A. General Information

The Hobart Sanitary/Stormwater District (hereinafter referred to as “District”) and Delta Institute are seeking proposals from qualified landscape architecture, design engineering, and environmental restoration firms interested in designing, implementing, and installing site improvements for the Duck Creek Tributary Restoration project, on behalf of the District. The design and implementation work should be based on a Study Assessment of the Duck Creek Stream Phase 2, the QAPP, and reflects the recommendations and findings of the *Assessment Report phase 1 (Appendix A)*. The selected proposer is expected to work closely with the District, Delta Institute, and City stakeholders to ensure that the project’s design and implementation work is properly completed in a cost-effective, responsive, and timely manner.

The District reserves the right to reject any and all RFP responses.

Project Schedule

Each proposer firm must be able to commit resources to this project to ensure adherence to the proposed project schedule. Our intent is for the following schedule of activities, subject to change approved by the District.

Gantt as actual of September 2023

Project Activities	2023												2024												2025		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1 Community Engagement																											
2 Phase 1 Implementation																											
3 Bidding of Phase 2 Update Assessment study, QAPP, Bid for Design & Implementation																											
4 Phase 2: Update of Assessment study, QAPP, Design & Permitting																											
5 Phase 2 Implementation																											
6 Signage, Site Maintenance and Replanting																											
7 QA/QC																											

It will be the Contractor’s responsibility to investigate the site, to conduct a Study Assessment of the phase 2 Duck Creek Tributary Restoration, to issue a QAPP according to EPA template, to only design, to only implement, or to design and implement the restoration improvements, and to comply with the HSD’s objectives for the project and Indiana regulations.

Contract Type

The contract between the successful firms and the District will be for specific activities and submittals and specifying a maximum not-to-exceed amount.

Term of Contract

The contract shall commence after approval by the District and upon execution by the District. The design portion of the project (including permitting and the development of a monitoring plan) is expected to be completed in a period not exceeding 7 months, and the full build part of the contract is expected to be completed in a period not exceeding 7 months. The contract will expire November 31, 2024.

Qualifications

The selected landscaping/design/build firm(s) (hereinafter referred to as “Contractor”) must possess the ability, experience, and reputation for quality service necessary to produce high-quality and functional designs that prioritize storm water management and treatment benefits and community education. Firms with staff with some of the following credentials and licenses will be considered more qualified than those that do not have any: P.E., ASLA, and/or AIA.

- This RFP requests that proposers separate their profit from their cost in their proposal because the cost of the work and the profit to the contractor will need to be negotiated separately for the contract according to federal rules.
- The contractor chosen for the implementation portion of the RFP will need to follow the rules of the Davis-Bacon Act and the Build America, Buy America Act in their work.
- The chosen contractor will also need to follow federal guidelines regarding purchasing anything that meets the federal definition of “equipment”.
- The chosen contractor will need to be registered in SAM.gov before a contract can be executed. If the contractor is already registered at the time of proposing, then their status in SAM.gov will be checked to make sure they are not barred from receiving federal funds before a contract can be executed.

Project Scope

The selected Contractor shall serve as part of the Project Team for the project and shall, at a minimum, complete the following:

- Full design, construction, and restoration work along the 0.265-mile tributary corridor, including: invasive species removal, streambank stabilization and erosion control measures, enhancement of the channel riffles and pools, native re-vegetation work (both in-stream and along the channel slopes), and the installation of a riparian buffer.
- Develop the necessary water resource models and perform calculations, as required to properly design the Project and to meet pollutant load reduction targets.
- Completion of a Quality Assurance Project Plan (QAPP) to govern future flow monitoring and sampling activities at the Tributary following EPA template.
- Securing all necessary state and federal permits, on behalf of the District, to initiate construction.

Tasks included within the Scope of Service are:

1. Data Review and Existing Conditions Review

The Contractor shall review all existing surveys and conceptual project plans required for the preparation of full design and easement plans. The following surveys and plans were completed as part of the phase 1 Tributary to Duck Creek Stream Assessment Report (Appendix A), authored by CARDNO, dated September 27, 2019. The existing information includes:

- a) Topographic survey
- b) Geomorphic assessment
- c) Bank Erosion Hazard Index and Near Bank Stress Assessment

- d) Qualitative Habitat Evaluation Indices
- e) Sediment Survey
- f) Riparian Vegetation Survey
- g) Aquatic Organism and Riparian Wildlife Survey
- h) Water Quality Analysis
- i) Culvert Crossing Analysis
- j) Stream evaluation (Water Quality, Aquatic and Riparian Habitat, Flooding)
- k) Recommended improvement strategies for
 - Reed Canary Grass Removal
 - Native Plant Establishment
 - Bank Grading
 - Enhanced Riffles and Pools
- l) Descriptions of Alternatives
- m) Conceptual Project Plan Sheets, including:
 - Project site elevations
 - Utility easements
 - Cross sections
 - Site plans and details
- n) Representative Site Photographs

If necessary, the Contractor is encouraged to coordinate with the Stream Assessment consultant (CARDNO) or any other pertinent consultant or contractor, around relevant questions relating to the delivery of the full design and implementation work.

2. Water Resource Modeling

The Contractor shall perform necessary hydrologic design modeling and calculations and water quality modeling to demonstrate that the required water quality targets are met.

3. Groundwater Analysis

The Contractor shall perform necessary groundwater analysis to assess the hydrology and saturation of the proposed adjacent vegetated buffer area.

4. Preliminary Design Engineering Plans, Specifications, and Details

The Contractor shall prepare preliminary (50% and 70%) design plans that show the general nature of the proposed improvements for the project, for use in gathering feedback from the Project Team, grantors, property owners, and regulatory authorities. The plans shall include, but not be limited to, the following items:

- a) Plan sheets of existing conditions, property lines, proposed improvements, wetlands, and planting plan. Locate any floodway and floodway fringe areas within project limits.
- b) Typical sections, cross-sections, and details of all improvements.
- c) Location of all utilities and property lines, including names of property owners, parcel addresses, and the Book and Page numbers on which their deed is recorded.
- d) Approximate limits of construction, permanent drainage easements, and additional temporary easement requirements.

- e) Approximate earthwork computations.
- f) Plan and profile sheets showing layout of stream channel improvements, existing and proposed stream channel slopes and cross-sections, and typical details.
- g) Specifications
- h) Preliminary construction cost estimates.

5. Permitting Requirements

The Contractor shall secure all necessary permits for the project's construction phase, including those pertaining to Clean Water Act Sections 401, 402, and 404, overseen by the U.S. Army Corps of Engineers, Indiana Department of Natural Resources, and the Indiana Department of Environmental Management, and SWPPP approval from the City of Hobart. The Contractor will also be required to consult with agencies as necessary through the permitting process which may include U.S. Fish and Wildlife Service, Indiana Department of Natural Resources, and others.

6. 90% Final Plans and Specifications

Based on District approved preliminary plans and easement plans for the Project, the Contractor shall prepare 90% Final Plans and Specifications. This submittal shall include, at a minimum:

- a) Full set of construction drawings, including summary of quantities, standard details, cross-sections, planting details, and easement sheets.
- b) Final hydrologic calculations.
- c) Final construction cost estimate.
- d) Maintenance and management manual outlining maintenance tasks and time and materials, with related cost estimates, to complete on an annual basis for 5 years.
- e) For streambank improvements: plan and profile sheets showing layout of creek channel improvements, existing and proposed stream channel slopes and cross-sections, details of all channel improvements.
- f) Complete set of specifications, using HSD's standard construction document package.

The Contractor will meet with HSD and Delta Institute representatives to discuss these design plans and any required changes.

7. Final Plans & Specifications

After approval of the 90% final plans, the Contractor shall prepare three (3) hard copies and one (1) digital copy of the final construction plans and specifications and electronic copies of all plan sheet files, all legal descriptions, exhibits, specifications and manuals for final review and approval by the District. If requested, the Contractor will meet with District and Delta Institute representatives to discuss the final design plans and any required changes.

8. Qualified Assurance Project Plan (QAPP)

To monitor the ongoing performance and effectiveness of the site's improvements, and in accordance with US EPA standards, the Contractor will develop a QAPP document that will govern how the City (or its outside contractors) maintain a flow monitoring device, and collect, record, and use data on flow, groundwater, soil moisture, and water quality (including monitoring of TSS and nutrient loads) at the project site.

9. Installation & Restoration Work

After approval of final plans by the District and after securing all project permits and necessary easements, and issuance of a Notice to Proceed letter from the District, the Contractor shall initiate the physical construction and restoration work, in accordance with all final approved plans and specifications.

10. Project Meetings & Public Presentations

The Contractor shall lead monthly Project Team meetings, to coordinate around ongoing project development and prepare minutes of said meetings. The Contractor will also participate as a technical partner in a virtual public workshop (January 2024), to be facilitated by Delta Institute during the design stage, to update the public on the project, its scope and benefits, and gather input on site design and restoration. Upon full construction and installation of site improvements, the Contractor will also participate in a virtual open house to educate the public on site improvements, the benefits of green infrastructure and restoration, and gather feedback.

11. Project progress reporting

The Contractor will prepare and issue monthly written progress reports for the duration of the Project. Copies of progress reports must be submitted to the District and Delta Institute, and, if required, all funding agencies and regulators.

Proposal Checklist

All proposals must include this completed proposal checklist with the following completed components:

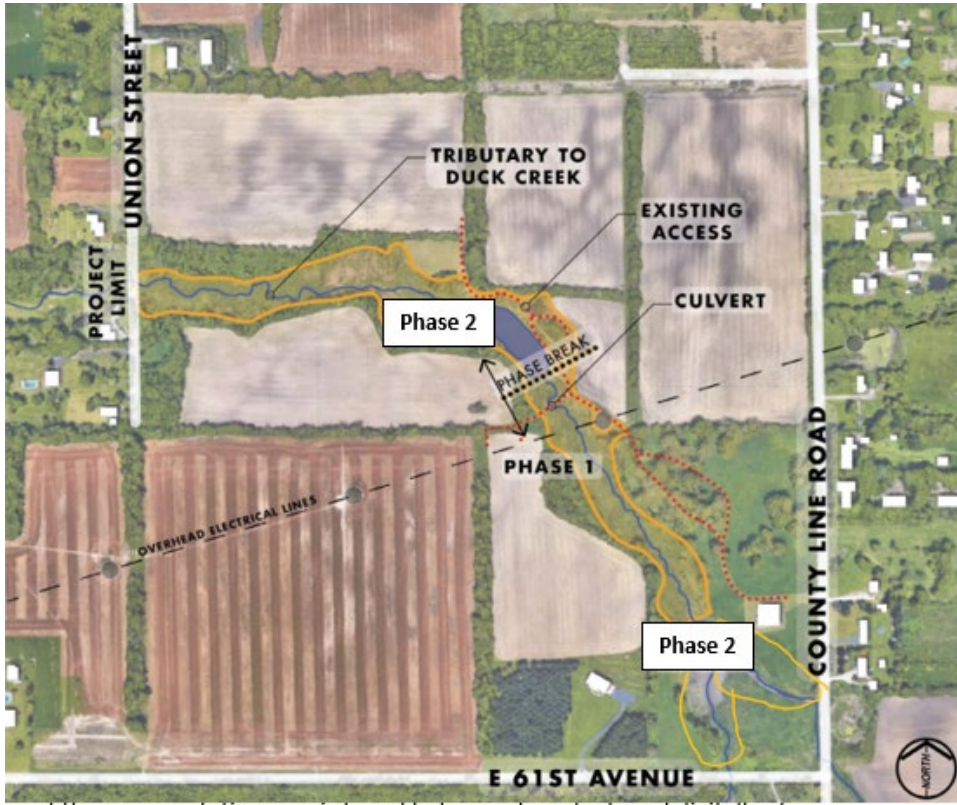
- Non-collusion Affidavit
- Completed Official Proposal Price Form
- Proposal narrative (3 pages max) identifying a clear understanding of the project scope, the contractor's approach to project management, and an illustration of all technical analyses, surveys, drawings, calculations, etc. that are planned as part of the preliminary design process. Additionally, the proposer must identify how they will: (1) engage stakeholder groups and gather and integrate feedback into the design and implementation process; (2) integrate existing assessments and studies into the design and implementation process; and (3) maximize both the flood reduction, habitat restoration, water quality improvement, and community benefits of the project.
- Completed References and Qualifications Sheet
- No more than three 1-page informational summaries of referenced projects with pictures and graphics from those projects with name of client, location, and contact information.
- Description of key personnel with brief bios and their role on this project.
- Résumé for project manager with whom District and Delta will interface.
- Certificate of Insurance.
- Completed City of Hobart Signature Authorization Form

- Completed City of Hobart Questionnaire
- Completed City of Hobart Exception Form
- Completed City of Hobart Workers' Compensation Certificate
- Completed Acknowledgement of Addendum Form for all Addendums
- Completed Indiana Form 96
- All documentation to comply with City of Hobart Responsible Bidder Ordinance 2015-28
- 10% Proposal Security
- Drug Free workplace policies and procedures
- Affidavit and statement regarding E-Verify compliance
- No investment in Iranian energy sector
- Acknowledgement that relevant provisions of Indiana Code Chapter 5-16-13 being incorporated into the contract documents by reference.

The Hobart Sanitary District reserves the right to reject any and all proposals.

B. Project Description

The District, with the assistance of the Delta Institute, plans to implement Phase 2 of the Duck Creek Tributary Restoration Project in Hobart, Indiana. The Tributary connects Deep River with Duck Creek and is a segment of the Deep River Portage Burns Waterway Watershed, including the upper part of the tributary near E 61st Avenue. Proposed work products include streambank stabilization, restoration work, and the installation of a riparian buffer along 0.25 miles of the Tributary. The Project will achieve various objectives, including: (1) addressing erosion and improving water quality by reducing runoff contaminants and sediment; (2) improving in-stream and riparian habitat quality; and (3) reducing overbank flooding onto adjacent County Line Road, by improving on-site information. See map below.



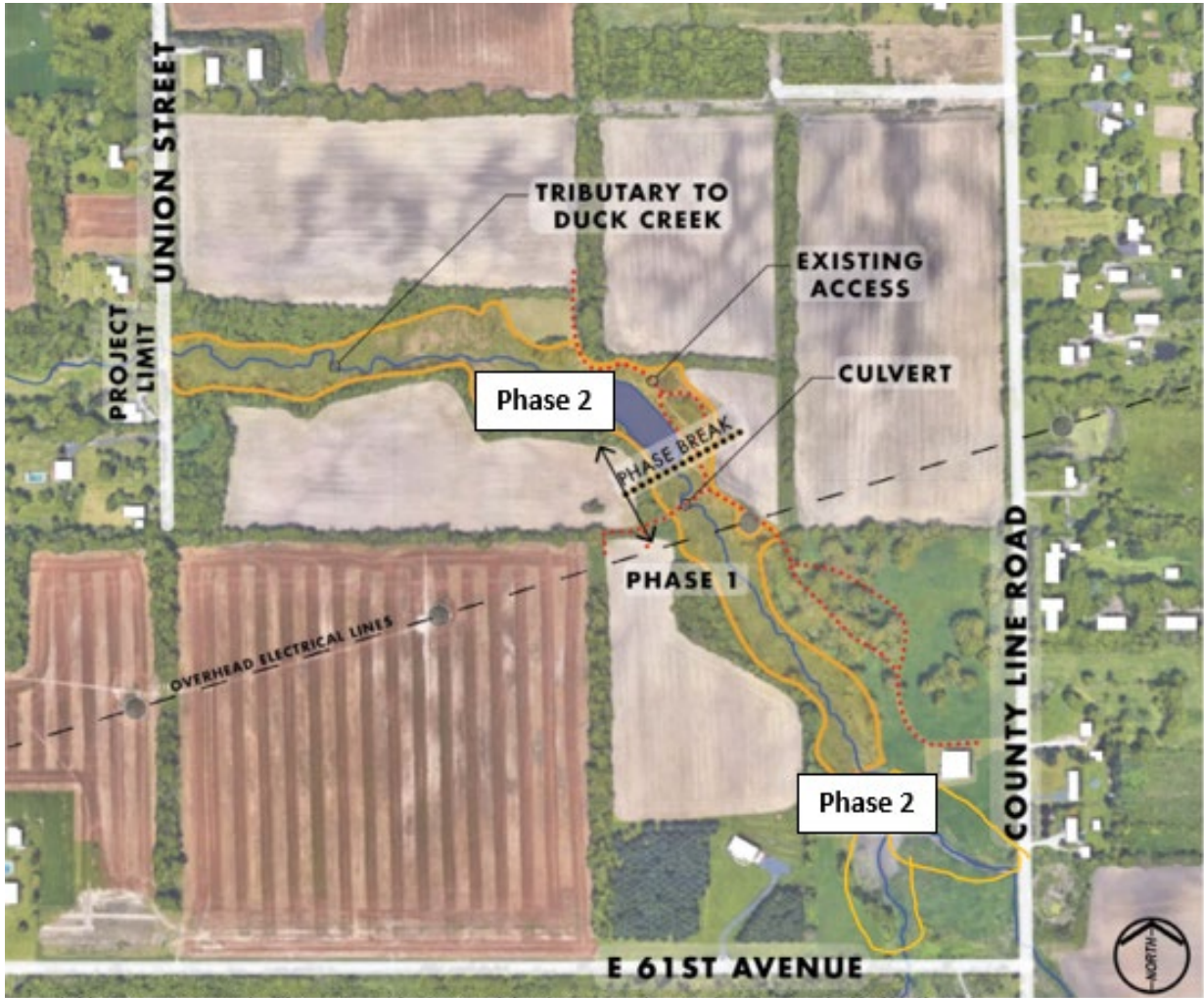
Maps of the representative area is found below and can be found digitally at [DuckCreek Map Phase 2](#)

Site Information

The tributary restoration work will be undertaken across 0.265 miles (or approximately 1,400 linear feet). The tributary transects three separate parcels, comprised entirely of agricultural and wetland features. Parcel sites are privately-owned. For execution of the project, conservation easement contracts will be executed between existing landowners, and the District.

Duck Creek Tributary Properties

Site	Ownership	PIN	Approx. Linear Tributary Feet
1	Roper Property LLC	45-13-04-400-001.000-018	1400 feet
2			
3			



Tributary to Duck Creek Stream Assessment of Phase1 to be checked and updated for Phase2.

Findings & Preferred Alternative

In advance of embarking on the design and implementation of improvements in the Tributary to Duck Creek, the District will need to oversee the completion of the Tributary to Duck Creek Stream Assessment Phase 2. An Assessment was conducted for Phase 1 by CARDNO, in September 2019, to help specifically define the existing conditions at the site and to develop a preliminary plan for restoring habitat, addressing erosion, reducing overbank flooding, and improving water quality in the tributary. See (Appendix A)

The findings of the phase 1 assessment revealed the following.

1. **Erosion & Water Quality Issues:** Sediment loading is the primary water quality issue in the Duck Creek sub watershed, as well as the Tributary, which commonly experiences bank erosion problems, and is an active contributor to sedimentation downstream.

This is due to a number of reasons:

- The Tributary is primarily surrounded by agricultural land, making it susceptible to erosion and sedimentation, due to the vast acreage of exposed soil lacking year-round vegetation (which can reduce runoff) and the use of conventional best practices for irrigation.
 - The Tributary has also undergone significant channelization and the reduction of its instream plant communities has diminished its capacity to settle sediment before it heads downstream.
2. **Poor Habitat Quality:** The assessment found the Tributary to have poor aquatic and riparian habitat diversity, and an overwhelming presence of invasive species, particularly Reed Canary Grass.
 3. **Chronic Flooding:** The Tributary's overbank flooding problems are a result of abrupt bends in the channel's geometry upstream and downstream, which reduces its hydraulic efficiency, and is a product of the small size of the County Line Road culvert, near the southern terminus of the Project.

To resolve these problems, the study identified two alternatives for improvement along the Duck Creek Tributary. The primary distinction between Alternatives 1 & 2 is that Alternative 1 advances a more significant program for invasive species removal and native plant restoration. After review of these two alternatives, the District has chosen to pursue Alternative 1, since it achieves the best outcomes for environmental improvement, and due to an understanding that if invasive species are not substantially removed during the implementation phase, the pervasive nature by which they spread can serve to increase the cost and complexity of long term maintenance and control of their growth on-site.

Alternative 1's Anticipated Outcomes

1. Increased biotic uptake of nutrients and pollutants within the floodplain and riparian buffer
2. Decreased erosion from surface water within riparian buffer
3. Reduced stream bank erosion
4. Established adequate floodplain connectivity and function
5. Improve riffle/pool stability and quality.

Alternative 1's Recommended Improvements

1. Removal of invasive reed canary grass (RCG) throughout the stream corridor
2. 2 spray applications of an aquatic approved broad-spectrum, non-selective herbicide.
3. Scraping back of the soil and the RCG rhizome mat, up to a foot deep and over 3.5 acres, resulting in up to 7,000 cubic yards of plant, root mass, and soil removal.
4. A nuisance/exotic maintenance program will need be implemented after Project completion, to ensure that RCG does not become reestablished within the area.
5. Re-establishment of regionally appropriate native species (both manually and mechanically) in the Project area.

6. Maximum vegetative coverage to reduce exposure of bare ground, which will reduce erosion through the Tributary. Sediment loading within the instream habitat will also be reduced.
7. Streambank stabilization efforts, focused on reducing sediment loading within the instream habitat, including:
 - Pulling stream banks back from the existing toe of slope at a stable 2:1 grade
 - Within pool sections of the stream, the outer banks should be graded back 2:1, while the inner bank would be graded back 4:1 from the existing toe of slope.
 - The resulting channel bank slopes and dimensions would also allow adequate channel to floodplain connectivity, and allow high energy flows to dissipate over the floodplain during large storm events.
8. Riffle and pool definition will be enhanced throughout the project area, through regrading, excavation, and channel bottom stabilization work, which will agitate water flow and increase dissolved oxygen concentration, serving to improve the Tributary as an invertebrate habitat, thus providing a food source for fish such as darters and dace.
9. Woody debris and wood habitat will also be established at the outside bend of these pools, creating a valuable habitat for periphyton, macroinvertebrates, fish, and wildlife along the corridor, by reducing overall stream velocity and flood elevation peaks downstream during rainfall events.
10. Installation of a riparian buffer along 0.2 miles of the Tributary, to reduce nutrient and pollutant loading from agricultural runoff, and increase the infiltration capacity on site, to reduce overbank flooding.

Community Engagement

A virtual public workshop will be held in **January 2024**, to be facilitated by Delta Institute during the design stage, to update the public on the project, its scope and benefits, and gather input on site design and restoration. Upon full construction and installation of site improvements, a virtual open house will also be held, to educate the public on site improvements, the benefits of green infrastructure and restoration, and gather feedback. Interpretative signage will be designed and installed at the end of the Project period. The Contractor will have to participate in those workshops.

C. Special Provisions for Installation

Special Provision #1: WORK DAYS AND HOURS:

The allowed hours of work on site are between 7:00 AM and 6:00 PM, Monday through Saturday. No Work shall be done on site on Sundays or public holidays. Equipment shall not be started before 7:00 AM unless authorization to work during night time hours is authorized by the City.

Prior to the start of the Work, the Contractor shall submit their written project schedule, methods for accomplishment of the Work, and schedule of values. No Work shall be started until control schedules and methods of operations have been approved.

Prior to the start of the Work, the Contractor shall submit the name, qualifications, and contact information, including phone number, of the person(s) who shall direct this portion of the Work. Said person(s) shall be competent at identification of plant materials to be utilized during the season the Work is to be completed, and shall be present at all times during execution of this portion of the Work.

Special Provision #2: HARDWOOD MULCH:

This Work shall consist of providing hardwood mulch in conformance with the plans, specifications, and as directed by the District in the field. Mulch shall be double processed shredded bark free of other foreign material. Mulch shall be naturally dark brown in color. The mulch shall not be colored artificially.

Special Provision #3: PERENNIAL PLANTS:

Description: All work, materials and equipment shall conform to City of Hobart Standards. Perennial plants shall be spaced 18" on center and planted in groups as necessary. Plant materials shall be free from insects and disease. Species shall be true to their botanic name as agreed upon by the District and Delta Institute.

The Contractor must submit a complete listing of the source of all plant materials to be used, including name and location of source, quantity of plants including sizes, and scientific names of plants. Plant materials shall not be delivered to the Project site until this submittal has been approved by the District. The material certificates must be signed by the nursery supplying the plant material. Planting may not begin until after approval of this submittal.

If planting is delayed more than four hours after delivery, Contractor must keep plant materials in shade protected from weather and mechanical damage, and keep moist and cool.

All plant materials shall be subject to inspection and approval by the District prior to installation. The Contractor shall stake, flag, or otherwise delineate the location(s) of each unique plant mass within each planting bed by providing labeled staking flags. The District reserves the right to make minor adjustments to plant material locations without additional cost to the District.

Excavate plant pits with hand tools. Plant pits shall be round with vertical sides and flat bottoms. When conditions detrimental to plant growth are encountered during excavation, such as rubble fill, adverse drainage, or other obstructions, stop the Work and notify District Representative immediately prior to continuing with planting operations.

Install all plant materials straight, true, and plumb. Remove container from container grown planting stock prior to placement in pit. If container grown stock is root bound, score sides and bottom of root mass.

All plant materials shall be adequately healed in to prevent desiccation and/or upheaval.

If area to be planted was treated with herbicide, planting shall occur no less than 14 days after herbicide application.

All plant materials shall be thoroughly watered by the Contractor immediately following planting.

All plant beds shall be mulched to a depth of 2" immediately upon planting where needed. Mulch shall be kept out of the crown of plant materials and off buildings, sidewalks, light standards, and other structures. Do not mound mulch around the base of plant materials.

Special Provision #4: SHRUB PLANTING:

Description: All work, materials and equipment shall conform to City of Hobart Standards except as modified herein.

Planting locations, size, species, and quantities are specified in the design approved by the District. Shrubs will be installed in the plumb position at the same depth as grown at the nursery. When conditions detrimental to shrub growth are encountered during excavation, such as rubble fill, adverse drainage, or other obstructions, stop the Work and notify District Representative immediately prior to continuing with planting operations.

Backfill material will be installed around the roots to cover all sides equally and must be approved by the District and Delta Institute. Shrubs shall be thoroughly watered, to the point of saturation. Additional back fill material should be installed following settling. Mulch the base of the shrubs with 3 inches of either leaf litter, pine straw, shredded bark, peat moss, or wood chips.

Fill the hole about 1/3 full and gently but firmly pack the soil around the base of the root ball. Cut and remove the string and wire from around the trunk and top 1/3 of the root ball (altering string and wire around the root ball should not occur if it will void the suppliers guarantee).

Water the shrubs immediately after planting and then as needed to keep the soil moist but not saturated.

Special Provision #5: WORK REQUIREMENTS

If the inspection discloses any work as being unsatisfactory, the District Representative will give the Contractor the necessary instructions to correct such work. The Contractor will have ten (10) days from the time of the inspection to perform the work in order to meet all requirements. If the work is not completed within the allotted time, no payment will be made for the specific unsatisfactory area due to inadequate performance.

Special Provision #6: TRAINING AND EDUCATION OF CITY OF HOBART STAFF

During each installation, the Contractor shall inform the City of Hobart staff on appropriate plant care and maintenance procedures through a procedural write-up. The Contractor shall notify the District Representative 5 days prior to site visits to coordinate schedules for the City of Hobart employees who will be working alongside the Contractor. During each visit, City staff will be working alongside the Contractor's crews to learn the proper care and maintenance of the planted species. The Contractor shall be able to properly identify nuisance or weedy species and train City staff proper identifying techniques.

At the end of the installation, the Contractor shall provide a maintenance plan and a working document plant book with photos, scientific names, and proper management techniques for invasive weeds commonly found on site as well as planted species that require dead heading or other extra care.

This work shall be incidental to the contract.

Special Provision #7: SAFETY

1. Minimum crew size for any work on this project shall be two crew members. Crew members shall have the ability to communicate with one another at all times (cell phones, two-way radios, etc.) and shall have the ability to communicate with emergency personnel at all times.
2. The District Representative shall be notified at least twenty-four (24) hours before the start of any work.
3. It shall be the sole responsibility of the Contractor to adhere to all safety regulations and guidelines of local jurisdictions, all applicable OSHA safety regulations and guidelines, as well as Federal Construction Safety and Health Standards while carrying out activities related to the Project.
4. Any person applying herbicides shall be licensed by the State of Indiana. A licensed Applicator must be on site daily to supervise herbicide application.
5. In the event of pesticide, fuel, or other chemical spillage, the District Representative and Hobart MS4 Coordinator shall be notified immediately.
6. In the event of any personal injury or death related to the Project, or damage of any kind, the Hobart Police Department and District Representative shall be notified immediately.
7. In the event of fire or emergency response, the Hobart Fire Department and District Representative shall be notified immediately.

8. Appropriate caution shall be taken when work is performed near trails, utilities, and roads. This shall include the posting of look-out observers if there is the possibility of debris or brush from Project activities landing in trail or road areas.
9. Traffic: Conduct operations to ensure minimum interference with roads, streets, trails, sidewalks and other adjacent occupied or used facilities. Do not close or obstruct streets, sidewalks, trails, or other occupied or used facilities without written permission from the City and other authorities having jurisdiction thereof.
10. The Contractor shall ensure that the following safety equipment is available at the Project site at all times for personnel involved in this project:
 - a. First Aid Kit
 - b. Portable emergency eye wash station
 - c. Chemical spill kit
11. Qualified companies shall carry all insurance coverage required by law. In addition, Contractor shall carry, at its own expense, at least the insurance coverage referenced in the next section with a duly licensed and registered insurance company in the State of Indiana and shall provide certificates of insurance naming the City of Hobart, its officials, employees, and agencies and the Delta Institute as additionally insured parties.

D. Additional Terms and Conditions

NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSALS" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL

A. Waiting Period

Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days per "Request for Proposal" from the date of the proposal opening until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

B. Insurance

Contractors are required to provide with their proposal, certificates of insurance verifying coverage, as well as a letter from the Contractor's insurance agent or corporate Risk Management Department acknowledging that the Contractor is able to comply with all insurance requirements. It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submittal, the availability of insurance certificates and endorsements as prescribed herein.

During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.

1. Minimum Scope of Insurance:

- a General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b Professional Liability and errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more, per occurrence without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies of this nature in the State of Indiana.
- c Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- d Workers' Compensation and Employers Liability: Statutory Workers' compensation limits as required by the State of Indiana and employers Liability limits of \$1,000,000 per incident.

2. Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, City, their officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Umbrella or excess liability coverage of \$5,000,000 per occurrence and in the aggregate.

4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- a. Delta Institute and the City, its officers, officials, employees, agents, agencies, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of protection afforded to the Delta Institute or the City, its officers, officials, employees, agents, agencies, or volunteers.

- b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects to Delta Institute, the City, its officers, officials, employees, agents, agencies, and volunteers. Any insurance or self-insurance maintained by the Delta Institute, the City, its officers, officials, employees, agents, agencies, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Delta Institute, the City, its officers, officials, employees, agents, agencies, or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the City and Delta Institute.
- f. Professional Liability Insurance or Errors and Omissions insurance as appropriate to Contractor's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against liability for the negligent acts, errors and omissions of the Contractor in the performance of the services required by this Contract. A minimum coverage of at least \$1,000,000 per claim and in the aggregate, must be provided.

C. Proposal Preparation Costs

The District and Delta Institute are not and will not be deemed liable for any costs incurred by Proposers in the preparation, submittal, or presentation of their proposals.

D. Proposal Inclusions

The RFP response documents shall be returned completed in their entirety, with ALL applicable portions fully completed by the proposer. All proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the requirements for the proposal, including any addenda, prior to submitting the proposal as outlined elsewhere in this RFP.

E. Withdrawal of Proposal Before Closing

Any proposer may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled submission deadline. Upon receiving the written request to withdraw any proposal, Delta Institute and the District will consider the proposal null and void, and return the proposal to the proposer unopened. Withdrawal of a proposal will not prejudice the proposer's re-submittal for this or any future request for proposal(s).

F. Mistake in Proposal

Any proposer may request to withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Contractor can establish, to the District's satisfaction, that a mistake was made in preparing the proposal.

1. A proposer declaring a mistake must provide a written notice to the District and the Delta Institute within five (5) calendar days following the scheduled opening date, specifying in detail the alleged mistake, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal determined by the District to justify withdrawal.

G. Proposal Labeling and Copies

The proposal shall be submitted in a sealed envelope with all original pages intact. 1 original proposal, 5 hard copies, and one (1) digital copy must be submitted. Proposal envelopes must be plainly marked and submitted as follows:

**“SEALED PROPOSAL FOR:
Design/Build Services for the Duck Creek Tributary Restoration Project”**

H. Written Questions and Answers

ALL QUESTIONS MUST BE SUBMITTED BY December 1st, 2023 at 4 PM CST by email to hmhardy@delta-institute.org

In order for all competing proposers to receive the same information, no response shall be given to verbal questions submitted by telephone or in person. Personal and/or telephonic contact with District or City staff or Delta Institute in regard to this RFP is prohibited. The District may reject the proposal of any proposer violating this rule.

Answers to all relevant questions will be provided in one or more addenda, if deemed necessary, and supplied to all entities on the RFP holder's list. If you are unsure if you are on the proposer's list, please contact:

to place yourself on the list.

I. Proposal Submittal

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found to be illegible or incomplete shall be considered for rejection. Whether sent by courier, mail, or by means of personal delivery, proposers assume full responsibility for having their proposal delivered to the proper location and not later than the scheduled closing time. Proposers may submit a proposal only for the project design, only for the project implementation, or for both project design and implementation. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.

J. Proposal Acceptance

The District reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The District further reserves the right to award the contract to other than the lowest proposer if such action is deemed to be in the best interest of the City of Hobart.

K. Public Record

Be advised that **all** information contained in proposals submitted in response to this RFP **shall** become a matter of public record upon contract award, and be made available to the public upon request. The proposer may identify, in writing, all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure. The proposer who claims such an exemption must also state in the proposal that, "The proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against them and to defend any actions brought against them for their refusal to disclose such material, trade secrets, or other proprietary information to any party."

L. Acceptance and Payment

Properly executed original invoice(s) shall include reference to the contract number issued for the Project and be accompanied by detailed supporting documentation based on the approved schedule of values. The District shall pay the Contractor's properly executed invoice, subject to approval by the District Representative, within thirty (30) days following receipt of the properly prepared invoice. Total payment for each phase of the Work will not exceed 90% of the estimated cost of that phase until all work under that phase is completed to the District's satisfaction. Total payment for all Work shall not exceed the sum of the estimated cost of all completed phases plus the partial payments for partially completed phases.

Payment may be withheld for any services which do not meet or exceed the District's requirements or have proven unacceptable until such services are replaced, resubmitted, and accepted by the District. Retainage in the amount of 5% of the invoiced amount shall be withheld from each payment until the final payment.

M. Retention of and Access to Records

At all reasonable times during the term of the contract and for a minimum of three (3) years following final settlement, the District, Delta Institute, and any designated representative thereof shall have access to all records related to work performed under this contract and the Contractor and all sub-contractors shall make such records available for inspection, audit, copying excerpts and transcriptions.

P. Drug-Free Workplace Requirements

The Contractor and all sub(s) shall comply with the requirements of the Drug- Free Workplace Act of 1990 and IC 36-1-12-24.

Q. Americans with Disabilities

The Contractor and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

R. Conflict of Interest

No member, officer, or employee of the City of Hobart or of a local public body during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that, to the best of their knowledge, no board member, officer, or employee of the City of Hobart has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.

S. Disputes

Any controversy or claim arising out of or relating to the provisions of this Contract or the breach thereof shall be settled by arbitration, in accordance with the Indiana Rules of Alternative Dispute Resolution, unless the parties agree, in writing, to some other form of alternative dispute resolution.

T. License

The awarded Contractor and all subcontractors shall obtain a City of Hobart Contractors license prior to commencing work.

U. Termination for Convenience

The District may, by written notice, terminate this contract in whole or in part, when deemed in the District's best interest to do so. Upon termination of this contract, the District shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

V. Termination for Default

The District may, by written notice of default to the Contractor, terminate the contract, in whole or in part, if the Contractor fails to:

1. Deliver or perform the services within the time specified in the contract or any District approved extension; or
2. Fails to make progress, so as to endanger performance of the contract; or
3. Fails to comply with any of the other provisions of the contract.

W. Ownership of Materials and Documents/Confidentiality

The District and Delta Institute retain ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data provided to or prepared by the Contractor and/or the Contractor's sub-contractor(s) pertaining to this Project. Said materials and documents are confidential and shall be available to the District from the moment of their preparation, and the Contractor shall deliver same to the City whenever requested to do so by the District and/or the City. The Contractor shall provide the District and the Delta Institute with an electronic version of all project-related documents, including all text documents, calculations, and drawings. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the District. The District and Contractor shall be joint owners of any and all such documents.

X. Amendments and Request

The District reserves the right to amend this Request for Proposals by addendum before the final proposal submittal date. Any amendment needs to meet Delta's and EPA federal grant requirements. All Addenda will be supplied to everyone on the RFP holders list.

Y. Affirmative Action

The District hereby notifies all proposers that they must affirmatively ensure that

minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this RFP and that they will not be discriminated against on the grounds of race, color, sex, sexual orientation, creed, or national origin when reviewing the proposals for award of the contract.

Z. Hiring of Illegal Aliens Prohibited

Contractor shall not hire or employ any person to perform work within the City of Hobart or allow any person to perform work required under the contract unless such person is properly documented and legally entitled to be employed within the United States. **The Contractor, prior to award of the contract, will be required to execute E-Verify and Government of Iran investment declarations as required by the laws of the State of Indiana.**

AA. Safety

The Applicant and its subcontractor(s) shall comply with OSHA regulations applicable to this project regarding necessary safety equipment or procedures.

BB. Bid Security

Each proposal shall be accompanied by an acceptable certified check made payable to the City of Hobart or an acceptable bond in the amount equal to 10 % of the total proposal price executed by an incorporated surety company in good standing and qualified to do business in the State of Indiana and whose name appears on the current Treasury Department Circular 570.

CC. Bonds

A Performance Bond and Payment Bond each in the amount of 100% of the Contract price will be required from the Contractor to whom the work is awarded.

DD. Consequential Loss

Neither party shall be liable to the other party in any circumstances for any indirect, economic, special, or consequential loss or damage, including, but not limited to, loss of revenue, loss of production, or loss of profit.

EE. Limitation of Liability

Notwithstanding any other clause in the contract, the total aggregate liability of the Contractor to the District for any claims, losses, costs or damages arising out of or in connection with the Contractor's performance of the contract, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited, to the extent

permissible by law, to five times the total compensation received by the Contractor or the limits of the relevant insurance policies pursuant the contract, whichever is greater.

E. Method and Criteria for Selection

A Proposal Selection Committee, consisting of 5 members, has been appointed by the District to review all proposals: (Delta Institute, Maha Issa), Tim Kingsland (Hobart Stormwater District Director), Heather McCarthy (Hobart City Attorney), James Meyer (Hobart Stormwater District attorney), and Phillip E. Gralik, P.E. (Hobart City Engineer). The Committee will review each written proposal submitted to determine if they meet the requirements of this RFP. Failure to meet the essential requirements of this RFP may be cause for rejection of the proposal. The Committee will make independent random checks of the proposer’s references as well as major sub-contractors.

Proposers may submit a proposal only for the project design, only for the project implementation, or for both project design and implementation. The RFP also allows multiple applicants to propose as a team.

The following criteria will be applied by the Committee to evaluate each proposal with the relative weight to be attributed (in points) to each criterion:

MAXIMUM POINTS	CRITERIA
15	Understanding the scope of work and quality of the Proposal to meet this scope.
20	Qualifications and Past Experience of Team
15	Ability to meet the Project Team’s needs, on time and within budget*.
50	Price including all costs, for each alternative
100	TOTAL

*Includes completeness and accuracy of proposal, past experiences of the City of Hobart with the applicant, if any, references from other owners, developers or municipalities regarding past work done by the applicant, combinations of the certifications of the Checker(s) for that specialty, customer service record and experience of the applicant’s proposed staff.

Upon proposals being scored by the Committee, the District and Delta Institute reserve the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal, and to award a contract to the Contractor who best meets the RFP’s requirements.

Relevant factors include completeness and accuracy of proposal; past experiences of the City of Hobart with the Contractor (if applicable); references from other owners, developers, or municipalities regarding past work done by the Contractor and its subs; combination of the

certifications; customer service record and experience of the proposed staff; ability to complete the job in the specified time; or other considerations to the advantage of the City.

Proposals may not be withdrawn for a period of ninety (90) days after the date set for opening thereof, unless otherwise required by law.

The award of the contract, if awarded, will be made within sixty (60) days after opening of the Proposals. The proposer's signature on the Proposal form shall constitute a commitment on the part of the proposer to perform the work in a workmanlike manner as set forth in the Request for Proposal. The Contractor to whom the contract is awarded shall be notified upon award of the contract by the District. The Proposal Form, the Terms and Conditions, the Special Provisions, the Request for Proposal, together with any plans and/or attachments, shall all be considered as part of the contract between the District and the Contractor to whom the contract is awarded.

Discussions may be conducted with responsible proposers who submit proposals determined by the Committee to be reasonably susceptible of being selected for award.

The prospective contractor is advised that, should its proposal result in award of a contract, the contract will not be in effect until it is approved and fully executed by the District.

Official Proposal Pricing Form

Company Name: _____

Company Address: _____

City, State, and Zip: _____

For the Following Sites, three options are available for bidding.

1. Provide a Design Price Proposal

Site	Design Price
Design Phase	
TOTAL	

2. Provide a Design/Build Price Proposal:

Site	Design/Build Price
Design Phase	
Build Phase	
TOTAL	

3. Provide a Build Proposal

Site	Build Price
Build Phase	
TOTAL	

My signature on this submittal certification is affirmation that all items listed within this proposal are fully accurate, completed, and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of this proposal.

Authorized Signature

Printed Name

Date Signed

Telephone Number

F. References and Qualifications

All proposers must provide information on three (3) example projects of a similar nature performed in the last five (5) years. In addition, you must include the name, address, and telephone number of the contact person having knowledge of the project and knowledge of the integrity and business practices of the proposer.

Three Project References:

1. Project Name: _____

Address: _____

Brief Description of Project: _____

Contact Person & Phone Number:

2. Project Name: _____

Address: _____

Brief Description of Project: _____

Contact Person & Phone Number:

3. Project Name: _____

Address: _____

Brief Description of Project: _____

Contact Person & Phone Number:

G. District Signature Authorization

PROPOSER: _____

I hereby certify that I have the authority to offer this proposal to the City of Hobart Sanitary/Stormwater District for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

Name: _____

Title: _____

Signature: _____

Date: _____

The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

- An individual or Sole proprietorship
- A Partnership (partner's names: _____)
- A Limited Liability Company
- A Corporation

2. My Tax Identification Number Is _____

(For individuals this number is usually the Social Security Number.)

3. I am a certified small business and Small Business Preference is applicable to this proposal. A copy of my certification from the Office of Small and Minority Business is attached.

- I have recently filed for Small Business Preference but have not yet received certification.
- I am not a Small Business.

4. My business is owned by a member or members of:

- a minority group
- a woman
- a disabled veteran

B. Proposer's Information

Person: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

H. City of Hobart Questionnaire

The Proposer shall complete, under penalties for perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from proposing or bidding on, or completing, a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire

I. City of Hobart Exception Form

Should Proposer take exception to **ANY** of the terms and conditions or other contents of this RFP, list the exceptions below.

THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.

If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

J. City of Hobart Workers' Compensation Certificate

The Proposer shall execute the following form as required by the Worker's Compensation Act of Indiana:

I am aware of the provisions of the Indiana Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into with the City of Hobart or the Delta Institute.

Signature	Company Name
-----------	--------------

Printed Name Business	License Number
-----------------------	----------------

Title	Date
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K. Acknowledgement of Addendum Form

TO BE RETURNED WITH REQUEST FOR PROPOSAL

RFP # _____ TITLE _____

ACKNOWLEDGEMENT OF RECEIVING ADDENDUM #(s) _____

NAME OF VENDOR _____

FIRM CONTACT _____

PHONE _____

MAILING ADDRESS _____

SIGNATURE OF AUTHORIZED AGENT _____

DATE _____

Appendix (A): Assessment Study of Phase 1 (2019)