

HUNGRY RUN SECTION 319 STREAM RESTORATION & STORMWATER MITIGATION PROJECT GENERAL INSTRUCTIONS FOR RFP SUBMITTERS

- 1) The Hungry Run Stream Restoration & Stormwater Mitigation Project is divided into two phases, I & II. Information for both phases of the project is required as part of this RFP under their appropriate sections. However, this RFP will result in a contract being awarded for Phase I only. As a result of this award, the selected Contractor receives the right of first refusal for Phase II according to the details outlined in this RFP. Phase II of the project is contingent on funding. The Contractor shall state their intention to complete or not complete Phase II of the project.
- 2) All work is proposed as design & permit for Phase I of the project and proposed as build for Phase II of the project as described below.
 - a) PHASE I: All work is proposed as design & permit, not to exceed \$26,125 for the entire Phase I portion of the project, including permitting costs. **This RFP will result in a contract being awarded for Phase I of the project ONLY.**
 - i) *For Phase I of the RFP*, the Contractor shall include a proposal to design and permit the project as described in the Scope of Work (Attachment A1). This proposal includes a narrative description justifying the approach. This approach should be based upon sound stormwater management principles and civil engineering to mitigate stormwater runoff from approximately 0.8 acres of impervious area for water quality and quantity at the Burnham Lions Club utilizing low maintenance practices. It should also use natural stream design restoration principles to restore and protect approximately 1,350 linear feet of Hungry Run. All proposed best management practices shall have a minimum life-span of 20-years under normal conditions of operation and maintenance, and suit the maintenance abilities of the individual landowners. A conceptual design and/or drawing can be provided to better illustrate the narrative; however, this is not required.
 - ii) *The Contractor shall include a detailed Phase I project budget and timeline*, including but not limited to, those tasks listed in the Scope of Work, Attachment A, under deliverables 2 and 3, for contractual – survey/design, permit(s)
 - b) PHASE II: **All work is proposed as build, not to exceed \$135,000 for the entire Phase II of the project listed below. If the contractor believes Phase II cannot be completed for an amount not to exceed \$135,000, then the MCCD recommends that the proposal still be submitted with notation regarding the reasoning for exceeding the maximum dollar amount for Phase II, and list a cost for Phase II.** Exceeding this threshold will not disqualify the contractor, but it may impact contractor selection. The contract awarded as a result of this RFP gives the contractor the Right of First Refusal for Phase II in accordance with the details of the submitted RFP.
 - i) *The Contractor shall include a detailed Phase II project budget and timeline*, including but not limited to, those tasks listed in the Scope of Work, Attachment A1, under deliverables 2 and 3, for contractual – as-built plans and report, post-construction monitoring, and final report, and construction – site preparation, stakeout, materials (on and off site), restoration, re-vegetation, and site closeout, respectively.

- c) The Contractor shall be bound by and adhere to, the Pennsylvania Department of Environmental Protection's Provisions for Commonwealth Contracts, Nondiscrimination/Sexual Harassment Clause, DEP's General Conditions, and any and all other additional and special conditions assign by law.
 - d) The Contractor shall obtain all required local, state, and federal approvals for the project, including but not limited to, licenses, permits, and other approvals necessary and required in a timely manner.
 - e) The Contractor shall provide all equipment, labor, and supplies necessary to complete the work. Coordination of equipment, materials and supplies is the responsibility of the Contractor.
 - f) The Contractor shall include a soil erosion and sedimentation control plan, including but not limited to, a construction sequence for installing and maintaining the necessary controls and any and all additional measures which may be required to minimize onsite soil erosion and sedimentation. If the restoration requires either soil fill or removal, then the Contractor shall only utilize borrow and disposal sites approved and coordinated with the Mifflin County Conservation District.
 - g) The Contractor shall be responsible for locating and protecting all utilities in a manner consistent with the PA Act 287 "The Underground Utility Line Protection Law".
- 3) Mifflin County Conservation District, in consultation with the PA DEP grant manager, PA Fish and Boat Habitat Management Division, and the Burnham Borough, shall consider the proposal, Phase I & II costs, and qualifications and experience of the Contractor in stream restoration and stormwater management when making its final decision in selecting a successful proposal, as described in the Proposal & Contractor Evaluation section of the RFP.
 - 4) Award of a contract shall be made within 90-days of the RFP closing date and is subject to DEP's approval prior to issuing start work orders. In the event no satisfactory proposals are received, all submitters will be so notified within the same time period.
 - 5) The Contractor to whom the Phase I contract award is made shall assure through the signing of the contract that the following information is provided to MCCD with the signed Phase I contract.
 - a) Certificate(s) of Insurance (Contractual Liability Type)
 - i) Worker's Compensation Insurance
 - ii) Public Liability and Property Damage Insurance
 - iii) Automobile Bodily Injury and Property Damage Insurance
 - b) The Contractor will execute and return all copies of the Agreement, within seven (7) days after the notice of award of contract. MCCD will review and obtain DEP approval, then issue a notice to proceed. The Contractor further agrees to execute the work with speed and diligence so as to insure completion of the contract by June 15, 2013.
 - 6) The Contractor to whom the award is made shall include the following Terms and Conditions within the Phase I and Phase II contract documents with MCCD:
 - a) **Change Order and Delays** – The Contractor shall establish a Rate Schedule, to include but not be limited to the categories below, to be used for the determination of costs related to changes beyond the defined scope of the RFP document. When practicable,

additional work, or changes to the work shall be made by the Contractor in writing and submitted to and approved by both MCCD and DEP. Field changes involving any aspect of the permit(s) can only be authorized by DEP. Furthermore, any project decisions made by MCCD's Project Inspector or a representative of MCCD, will be made in consultation with the DEP and the Contractor's designated representative in the field and documented in writing in order for the project to proceed without significant delay. MCCD will be bound by the changes to the work authorized by it or its authorized representative. A dollar amount of \$500 per day shall not be exceeded for changes established after to signing of the contract or any amendment. If the Contractor is delayed in commencing or completing its work due to causes within its control, then the MCCD may reduce the agreed to contract amount by the sum of \$500 per day beyond the termination date, to cover the cost of additional administration and inspection, as well as any additional expenses incurred. The Contractor is to complete the work as proposed at the Contractor's expense. If the Contractor is delayed in commencing or completing its work due to causes within the control of MCCD, then the Contractor may bill the amount or the sum of the relevant categories listed below for each day of the delay. The categories to be included in the Rate Schedule are: Laborer; Project Management; Excavator with thumb; Wheel Loader; Dozer; Per Diem; Survey Crew; Mobilization; and other anticipated categories identified by the Contractor that are to be considered in any amendment to the contract.

- b) **Acts of God** - If the Project is delayed due to adverse weather or stream conditions, by an Act of God, strikes, war, riot, terrorism or other acts resulting directly or indirectly from other conditions beyond the control of MCCD or the Contractor, then the contract completion date will be adjusted by Change Order to reflect the new completion date without additional cost to either party. Adverse stream conditions, are those that exceed $\frac{3}{4}$ (three quarters) of the depth of the "stream bankfull". The Project Inspector for MCCD reserves the right to determine when weather or other unforeseen circumstances warrant a delay or suspension in work. The contractor will not be held responsible for any damage to portions of the project that have already been completed and approved by the Project Inspector. Any significant delays which create more than a 10% (ten percent) increase or decrease in the work described in the detail design drawings will result in a written "change order" that may be used to increase or decrease the contract amount, or extend the termination date of the contract depending on the benefits or negative impact(s) of the changes.
- 7) The Phase I contracted work described as part of this proposal shall be completed not later than June 15, 2013 in order for the PA Department of Environmental Protection (DEP) to reimburse MCCD, the project sponsor. The MCCD will only reimburse the contractor with funds received from DEP. It is anticipated that the project may be started as soon as the weather permits and agreed to by MCCD and the Contractor, provided all contracts are finalized.
- 8) The Phase II contracted work described as part of this proposal is contingent on additional funding. If funding is secured, the contractor retains the right of first refusal for Phase II of the project. Phase II will be covered by a separate contract, and will include timetables and deadlines.

- 9) Upon acceptance of the work, the contractor shall submit a final invoice for the amount due. MCCD must submit a request for funds to DEP after Final Inspection or when work is completed as applicable. DEP withholds 10% of all grant funds from MCCD until all grants, permit, and any other deliverables and requirements have been satisfactorily met. Payment shall be made by MCCD not later than 10 days after it receives the funds from DEP. MCCD should expect to receive the funds approximately 90 days after reimbursement request is made.