

REQUEST FOR PROPOSALS

Notice is hereby given that the City of Gary Redevelopment Commission (“Redevelopment Commission”) will receive sealed proposals beginning on _____ and continuing until ___am Local Time (CST) on _____, 2021 at the Redevelopment Commission Office, on the Second Floor of 504 Broadway, Gary, Indiana, for the following services:

The Steel Yard Stadium (Railcats) Field Design and Construction Services

Proposals will be publicly opened and read at the Redevelopment Commission meeting on _____, 2021, and shall be in accordance with the terms and conditions contained in the specifications as described in this document and in the terms of notice and laws of the State of Indiana.

No applicant may withdraw his proposal within a period of 60 days following the date set for receiving proposals. The Redevelopment Commission reserves the right to retain any and all proposals for a period of not more than 60 sixty days and said proposals shall remain in full force and effect during said time. The Redevelopment Commission further reserves the right to waive formalities and to award the contract to any applicant to the advantage of the Redevelopment Commission or to reject all proposals.

Proposals must be submitted in a sealed envelope clearly marked “**Steel Yard Stadium Field Design and Construction Services 2021**”. Bidders shall execute their proposal as a form prescribed by the State Board of Accounts of the State of Indiana together with a non-collusion affidavit.

Indiana Requirement: Standard Questionnaire Form 96 (revised 1987) which includes a non-collusion affidavit.

The successful applicant will be required to furnish, execute and deliver a satisfactory performance bond in the amount of its bid to guarantee faithful performance of the contract.

The Redevelopment Commission reserves the right to reject any and all proposals and to waive any informality in the process.

Dated this ____ day of _____, 2021.

GARY REDEVELOPMENT COMMISSION
CITY OF GARY - LAKE COUNTY, INDIANA

By: _____
President

ATTEST:

**SPECIFICATIONS FOR STEEL YARD STADIUM FIELD DESIGN AND
CONSTRUCTION 2021**

The City of Gary Redevelopment Commission (“Redevelopment Commission”) is seeking to procure the services of a contractor for design and construction of the field at Steel Yard Stadium (Railcats) prior to the 2021 baseball season. The Redevelopment Commission anticipates awarding one (1) contract but reserves the right to hire more after reviewing the proposals.

Contractors who qualify and have the necessary equipment are invited to submit a proposal to the Redevelopment Commission pursuant to the specifications prepared and subject to the execution of a contract to be prepared by the Redevelopment Commission. Contractors by virtue of submitting proposals are demonstrating their desire to perform the services called for in said specifications and in compliance with the terms and conditions set forth.

1. **PROPOSAL DOCUMENTS:** This shall include the published Request for Proposals Specification, the Applicants proposal, and the Contractor’s Financial Statement of Affairs submitted to the Redevelopment Commission on the attached form, which is incorporated by reference herein.

2. **TERM OF SERVICE PERIOD:** The term of this specification shall be for a period commencing on or about, _____, 2021 and ending _____, 2021 subject to the terms of the contract.

3. **SERVICE REQUIRED OF CONTRACTOR:** The service to be performed by the CONTRACTOR shall consist of:
 - a. Proposing a written design services and construction development plan
 - b. Strip 92,000 square feet of old sand off field and haul away
 - c. Strip all organic “4 yards” of entire surface and haul away
 - d. Add proper USGA regulation sand, approximately 300 tons to bring ground to level grade
 - e. Laser grade entire surface including infield, warning track and grass areas
 - f. Remove 2 ½ inches of unwanted material off warning track. Approx. 180 tons and haul away
 - g. Add 1 inch of new track material to warning track, approximately 80 tons
 - h. Laser grade warning track
 - i. Sod complete field “92,000 sq feet” with big roll sod, specifications per head groundskeeper
 - j. Guarantee sod for 5 days
 - k. Build partial warning track in right field 5-inch depth and approximately 200 feet long. Fill with proper material, per head groundskeeper’s specifications
 - l. Change all 11 irrigation valves
 - m. Change 5 irrigation heads when needed along new warning track
 - n. Get textile underneath new warning track per head groundskeeper.

4. **AVAILABILITY:** The proposed project is time-sensitive and would require immediate commencement with full attention in order to ensure completion by _____. Contractors unable to this commitment need not apply.
5. **QUALIFICATIONS:** Contractor must meet the following criteria:
 - a. Minimum of 8 years work in the design and construction of professional athletic fields
 - b. Payroll that has constructed or reconstructed a minimum of 5 professional baseball fields in the last 4 years
 - c. On-site construction personnel that have maintained high performance baseball fields “Triple A” or higher in the last 3 years
 - d. Companies have office within 150 miles of job site to ensure quick on-site presence in case of problems after final construction
6. **STANDARDS FOR SERVICE: (optional)**
7. **CONTRACTOR’S BOND:** Contractor will be required to provide a performance bond in such form and with sureties acceptable to the Redevelopment Commission in an amount of \$ _____. The bonds shall guarantee the performance of Contractor’s services. The bond is required to cover any damages caused by the Contractor as well as the cost to complete the proposed project under emergency circumstances.
8. **OWNERSHIP AND ACCESS TO DOCUMENTS, RECORDS, AND REPORTS:** All documents, records, programs, data, film, tape, articles, memos and other materials developed under this proposed contract with the Redevelopment Commission shall be considered “work for hire” and the Contractor transfers any ownership claim to the Redevelopment Commission. Use of these materials other than related to contract performance by the Contractor without the prior written consent of the Redevelopment Commission is prohibited. During the performance of the services, specified herein, Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the Redevelopment Commission and used to develop or assist in the services provided herein, while they are in possession of Contractor and any loss or damage thereto shall be restored at Contractor’s expense. Full, immediate and unrestricted access to the work product of Contractor during the contract and for three (3) years following expiration or termination shall be available to the Redevelopment Commission.
9. **FINANCIAL STATEMENTS AND LICENCES:** Contractor shall submit a current financial statement as part of the bid submittal as well as certificate of origin and good standing from the Indiana Secretary of State. Contractor must have and maintain a current Gary General Business License at all times.
10. **SPECIAL SERVICE:** Contractor and its employees shall not solicit directly or indirectly or accept any gratuity in any form from any person for services required to be performed by Contractor pursuant to the Contract with the Redevelopment Commission. Contractor and its employees shall not enter into any agreement or arrangement with any person, which are contrary to the services provided under the contract with the Redevelopment

Commission.

11. **OTHER CONDITIONS:** Contractor shall agree to abide by all local, state, and federal laws, as well as rules and regulations as established and amended by the Redevelopment Commission and the Common Council of the City of Gary. In the event the Redevelopment Commission determines it is in its best interest to add, delete or modify the existing rules and regulations, the Redevelopment Commission will provide notice to Contractor and an opportunity to be heard prior to enacting changes. The ultimate discretion as to the rules and regulations, however, rests with the Redevelopment Commission and the City of Gary.
12. **CONTRACTOR'S WORKER'S COMPENSATION INSURANCE:** During the term of a towing related contract with the Redevelopment Commission, Contractor will be required to maintain Worker's Compensation and Occupational Disease Insurance for all persons employed by it in the performance of this service. Contractor will be expected to comply with Worker's Compensation laws of the States of Indiana, and shall file with the municipality a certificate from the Worker's Compensation Board showing compliance with applicable statutes, which provide such insurance.
13. **INDEMNITY BY CONTRACTOR:** The Redevelopment Commission and the City of Gary, its agents and employees, will not be liable for any loss, damage, injuries or other casualties of whatsoever kind or by whomsoever caused to the person or property of anyone, including Commission, arising out of or resulting from the performance of this service, whether due in whole or in part to intentional, reckless or negligent acts or omissions of Contractor its agents or employees; and the Contractor for itself, its successors and assigns, does hereby agree to indemnify and hold the Redevelopment Commission and the City of Gary, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions, (including all reasonable expenses and attorney's fees incurred by the Redevelopment Commission in connection therewith), for such loss, damage, injury or other casualty.
14. **CONTRACTOR'S LIABILITY INSURANCE:** Contractor will also be required to maintain Bodily Injury and Property Damage Insurance for its own protection, as well as the protection of the City of Gary and the Redevelopment Commission. Said bodily injury insurance shall be in an amount not less than _____ dollars (\$ _____ .00), for injuries, including death, to any one (1) person, and in an amount of not less than _____ Dollars (\$ _____ .00), on account of any one (1) occurrence. Property damage insurance shall be in an amount not less than _____ Dollars (\$ _____ .00), all with an umbrella policy in the minimum amount of _____ Dollars (\$ _____ .00) covering all property, equipment, and operations.
15. **CONTRACTOR'S INSURANCE CERTIFICATE:** Contractor shall furnish to the Redevelopment Commission a certificate from its insurance carriers showing the names of the companies issuing said policies, expiration dates, policy numbers and other pertinent information. The Certificates must demonstrate that the Redevelopment Commission and the City of Gary are listed as insureds of the policy. Said certificates shall also state that the Redevelopment Commission be notified thirty (30) days before cancellation of any

insurance.

16. **EMERGENCY:** During any emergency condition or situation as declared by the Mayor or higher governmental authority whereby Contractor is unable to expeditiously perform the contracted services as a result of said emergency or jeopardizing public health and safety, the Board may, at their discretion, temporarily authorize another Contractor to perform the contracted services, if possible, until the emergency has been declared ended without the Redevelopment Commission or the parties to this contract violating its provisions or intent.

17. **INDIANA STATE LAW:** Pursuant to Indiana Code 22-5-1.7-11, the Contractor agrees to enroll in the E-Verify program and agrees to verify the work eligibility status of all newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of new employees through E-Verify if this program ceases to be in existence during the duration of a towing related to the contract with the Redevelopment Commission, however all Contractors are required to sign an affidavit affirming that the contractor does not knowingly employ unauthorized aliens.

GENERAL SPECIFICATIONS FOR REQUEST FOR PROPOSALS
BY THE CITY OF GARY REDEVELOPMENT COMMISSION

1. All submissions must meet specifications established in the request for proposals.
2. All submissions must include proof of financial responsibility/insurance.
3. The Redevelopment Commission reserves the right to reject any or all proposals, or to accept any one or more complete items of a proposal and to make awards as best benefits the Commission.
4. The Redevelopment Commission reserves the right to cancel the solicitation for any reason up to the time of the proposal submission deadline.
5. The Redevelopment Commission reserves the right to reject proposals in whole or in part for failure to comply with any specification, condition, or Federal Law, State Law or Gary Ordinance.
6. All offers must include a fully executed non collusion affidavit and form 96.
7. Evaluation of proposals will be based on any combination of the following:
_____ Inspection _____ Workmanship _____ Testing
_____ Delivery _____ Quality
8. Any contract award will be limited to a period of one (1) year unless the specifications of the request provide otherwise.
9. All offers should include cost of delivery unless specifications state otherwise.
10. All proposals are subject to a the terms and conditions of the City of Gary policy as adopted by the Redevelopment Commission, unless altered or amended by State or Federal Law.
11. Bids will be opened at the Redevelopment Commission meeting on the _____ day of _____ 2021 at _____:00 a.m. CST.
12. Proposals shall not be withdrawn or amended unilaterally by Contractor pending acceptance within sixty (60) days.
13. The contractor/vendor shall state in his proposal the time required to make delivery of the items proposed, or perform the services bid, after acceptance of his proposal by the Redevelopment Commission.
14. If there are any requirements in these specifications which must be modified in order that a vendor may bid, he shall so state in the proposal submitted.
15. Escalator Clauses will not be acceptable to the City of Gary or the Redevelopment Commission.

