

**RESOLUTION NO. 3278**

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT  
TO THE ADDENDUM TO THE MASTER AGENCY AGREEMENT  
Hill Street Improvements Project**

**WHEREAS**, effective January 1, 2014, the South Bend Department of Redevelopment, acting by and through its Redevelopment Commission (the “Commission”) and the South Bend Board of Public Works (the “BPW”) entered into a Master Agency Agreement which authorized the BPW to act as agent for and on behalf of the Commission for certain projects; and

**WHEREAS**, effective January 1, 2014, the Commission and the BPW entered into a Master Agency Agreement which authorized the BPW to act as agent for and on behalf of the Commission for the limited purpose of contracting for and managing the completion of existing Projects; and

**WHEREAS**, pursuant to the Master Agency Agreement, the Commission added the Hill Street Improvements Project to the Master Agency Agreement by way of an Addendum on June 26, 2013; and

**WHEREAS**, the Commission desires to amend the Addendum by way of this Amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the South Bend Redevelopment Commission as follows:

Section 1. The Commission hereby approves the Amendment to the Addendum to the Master Agency Agreement (Hill Street Improvements Project) and hereby authorizes its execution in substantially the form attached hereto with such changes as the Commission may deem necessary or appropriate upon the advice of counsel, said

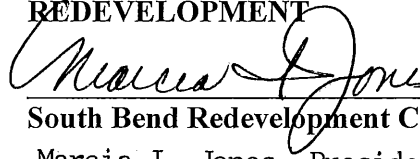
execution thereof to be conclusive evidence of the Commission's approval of such changes. The Clerk is hereby directed to file a copy of this Amendment to the Addendum with the BPW.

Section 2. This Resolution shall be in full force and effect after its adoption by the Commission.

Section 3. Commission staff members are authorized to execute on behalf of the Commission any documents necessary to carry out the intent of this resolution.

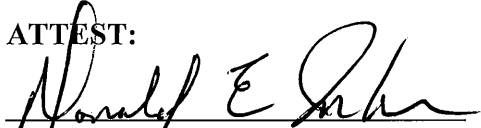
ADOPTED at a meeting of the South Bend Redevelopment Commission held on February 26, 2015, at 9:30 a.m., in Room 1308, County-City Building, South Bend, Indiana 46601.

**CITY OF SOUTH BEND,  
DEPARTMENT OF  
REDEVELOPMENT**



**South Bend Redevelopment Commission**  
Marcia I. Jones, President

ATTEST:



**South Bend Redevelopment Commission**  
Donald E. Inks, Secretary

**FIRST AMENDMENT TO THE ADDENDUM TO THE  
MASTER AGENCY AGREEMENT  
(Hill Street Improvements Project)**

This First Amendment to the Addendum to the Master Agency Agreement (this “Amendment”), made and entered into as of the 26th day of February, 2015, by and between the South Bend Department of Redevelopment, acting by and through its Redevelopment Commission (the “Commission”) and the City of South Bend, Indiana, a municipal corporation duly organized and existing pursuant to the laws of the State of Indiana, acting by and through its Board of Public Works (the “BPW”) for purposes of the Commission designating the BPW to act as the Commission’s agent to undertake the Hill Street Improvements Project (the “Project”).

**WHEREAS**, effective January 1, 2014, the Commission and the BPW entered into a Master Agency Agreement which authorized the BPW to act as agent for and on behalf of the Commission for certain projects; and

**WHEREAS**, effective January 1, 2014, the Commission and the BPW entered into a Master Agency Agreement which authorized the BPW to act as agent for and on behalf of the Commission for the limited purpose of contracting for and managing the completion of existing Projects; and

**WHEREAS**, pursuant to the Master Agency Agreement, the Commission added the Hill Street Improvements Project to the Master Agency Agreement by way of an Addendum on June 26, 2013; and

**WHEREAS**, the Commission desires to amend the Addendum by way of this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BPW and the Commission agree as follows:

1. The Commission hereby empowers and appoints the BPW, pursuant to the Master Agency Agreement, to act as the Commission's agent for the limited purpose of contracting for and managing the completion of the Project, the scope of said Project being originally described in "Exhibit A", and now amended as described in "Exhibit B", attached hereto and made a part hereof.

2. All of the terms and conditions of the Master Agency Agreement shall control this appointment and this Addendum shall be attached to the Master Agency Agreement.

3. Commission staff members are authorized to execute on behalf of the Commission any documents necessary to carry out the intent of this resolution.

**IN WITNESS WHEREOF**, the undersigned execute this Addendum to Master Agency Agreement to be effective as of the date first written above.

*(Signature Page Follows)*

**CITY OF SOUTH BEND,  
DEPARTMENT OF  
REDEVELOPMENT**

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**South Bend Redevelopment Commission**

**ATTEST:**

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**South Bend Redevelopment Commission**

**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS**

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**Gary Gilot, President**

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**David Relos, Member**

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**Kathryn Roos, Member**

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**Patrick Henthorn, Member**

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**Brian Pawlowski, Member**

**ATTEST:**

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**Linda Martin, Clerk**

**Exhibit "A"**

**Project Budget & Addendum to Master Agency Agreement (June 26, 2013)**

**Scope of Services by Abonmarche Consultants, Inc. for \$19,300**

**Estimated Project Budget: \$168,922**

**ADDENDUM TO  
MASTER AGENCY AGREEMENT  
(Hill St. Improvements, Northeast Neighborhood)  
3146-13**

This Addendum to Master Agency Agreement (this "Addendum"), made and entered into as of the 26th day of June, 2013, by and between the South Bend Department of Redevelopment, acting by and through its Redevelopment Commission (the "Commission") and the City of South Bend, Indiana, a municipal corporation duly organized and existing pursuant to the laws of the State of Indiana, acting by and through its Board of Public Works (the "BPW") for purposes of the Commission designating the BPW to act as the Commission's agent to undertake the Hill St. Improvement project (the "Project").

**WHEREAS**, effective January 1, 2013, the Commission and the BPW entered into a Master Agency Agreement which authorized the BPW to act as agent for and on behalf of the Commission for certain projects during 2013; and

**WHEREAS**, pursuant to the Master Agency Agreement, the Commission desires to add the Hill St. Infrastructure project to the Master Agency Agreement by way of this Addendum.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BPW and the Commission agree as follows:

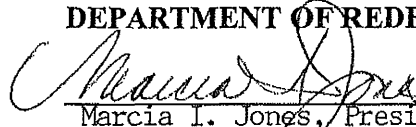
1. The Commission hereby empowers and appoints the BPW, pursuant to the Master Agency Agreement, to act as the Commission's agent for the limited purpose of contracting for and managing the completion of the Project, the scope of said Project being more specifically described in "Exhibit A", attached hereto and made a part hereof.

2. All of the terms and conditions of the Master Agency Agreement shall control this appointment and this Addendum shall be attached to the Master Agency Agreement.

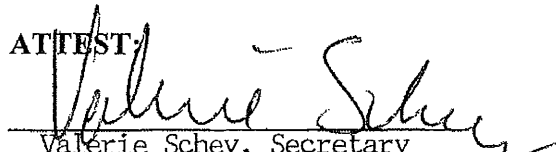
3. Commission staff members are authorized to execute on behalf of the Commission any documents necessary to carry out the intent of this resolution.

IN WITNESS WHEREOF, the undersigned execute this Addendum to Master Agency Agreement to be effective as of the date first written above.


**CITY OF SOUTH BEND,  
DEPARTMENT OF REDEVELOPMENT**

  
\_\_\_\_\_  
Marcia I. Jones, President  
South Bend Redevelopment Commission

ATTEST:

  
\_\_\_\_\_  
Valerie Schey, Secretary  
South Bend Redevelopment Commission

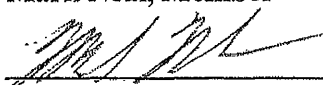
**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS**

 7/23/13  
\_\_\_\_\_  
Gary Gilot, President


\_\_\_\_\_  
Dave Rebs, Member

  
\_\_\_\_\_  
Kathryn Rebs, Member

\_\_\_\_\_  
Mark Neal, Member

  
\_\_\_\_\_  
Michael Mecham, Member

ATTEST:

  
\_\_\_\_\_  
Linda Martin, Clerk



**Exhibit "A"**

**Scope of Services by Abonmarche Consultants, Inc. for \$19,300**

**Estimated Project Budget: 168,922**



Engineering  
Architecture  
Land Surveying  
Marina/Waterfront  
Community Planning  
Landscape Architecture  
Development Services

June 20, 2013

Mr. Jitin Kain, Director of Planning  
City of South Bend  
Department of Community Investment  
227 West Jefferson Boulevard, Suite 1400S  
South Bend, IN 46601

**RE: PROPOSAL FOR ENGINEERING SERVICES**

Hill Street Improvements  
Crescent Avenue to Corby Boulevard  
South Bend, Indiana

Dear Mr. Kain:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services for the proposed project referenced above. Our proposal is based on previous discussions and meetings with the South Bend Heritage Foundation.

We greatly appreciate the opportunity to submit our proposal and look forward to working with you on this project. Our work plan and fee schedule are set forth in Appendix A.

If our proposal is acceptable please sign and return a copy of the enclosed standard agreement to authorize us to proceed. We thank you for this opportunity to serve the City of South Bend. If you have any questions or concerns, please do not hesitate to contact our office at (574) 232-8700.

Sincerely,

ABONMARCHE CONSULTANTS, INC.

Bradley E. Mosness, PE  
Project Manager

750 Lincoln Way East  
South Bend, IN 46601  
574.232.8700

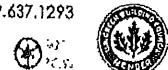
341 Airport North Office Park  
Fort Wayne, IN 46825  
260.497.8823

95 West Main Street  
Benton Harbor, MI 49022  
269.927.2295

361 First Street  
Manistee, MI 49660  
231.723.1198

503 Quaker Street  
South Haven, MI 49090  
269.637.1293

[www.abonmarche.com](http://www.abonmarche.com)



## **APPENDIX A** **WORK PLAN**

### **PROJECT SCOPE**

The proposed project consists of replacing sections of curbs and sidewalks on Hill Street between Crescent Avenue and Corby Boulevard, and constructing a new paved alley, approximately 1,000 feet, parallel to Hill Street on the west side with two approaches on Hill Street and one approach on Corby Boulevard. In addition, the vacated Kalorama Street approach shall be removed and new sewer/water services designed for the new residential lot created from the street vacation. We will incorporate our platting efforts previously performed for South Bend Heritage Foundation to help reduce research and setup time. It is our understanding that Tax Increment Financing (TIF) dollars will fund the project; therefore, the project will either be bid or quoted through the City process.

### **SCOPE OF SERVICES**

Based upon our understanding of the project goals and objectives, we propose to perform the following services to assist the City with completing this community enhancement project:

#### **Task #1: Field Survey**

This task includes performing a topographic survey of the proposed project to determine the location of existing features (sidewalks, curbs, pavement, manholes, inlets, visible utilities, etc.), and to gather surface elevations of the alley right-of-way for new pavement. Prior to starting the field survey, utility locates will be requested through Indiana 811 and utility maps will be requested from the various utility companies.

#### **Task #2: Engineering Design**

This task includes preparing construction documents for the proposed project. We anticipate these documents to include the City's standard cover sheet, maintenance of traffic if needed, plan/profile sheets, construction details, and sewer/water details for the new residential lot. This task also includes preparing the complete bid package consisting of special provisions, front end requirements, calculating project quantities, bid proposal, and developing an estimate of construction costs. We anticipate meeting with the City to kick-off the project, and to review preliminary and final documents. After any revisions are made, a final set of construction bid documents shall be submitted to the City. We anticipate working directly with the City on setting the project schedule and advertisement dates.



**Task #3: Bid Period Services**

This task includes attending a pre-bid meeting, answering bid questions, preparing addendums, if necessary, to the bid documents, and tabulating the bids and making a recommendation of contract award.

**Task #4: Construction Phase Services**

This task includes attending a pre-construction meeting, answering any questions that arise in the field, and attending onsite field progress meetings as required by the City and Contractor.

**Task #5: Storm Water Pollution Prevention Plan (SWPPP)**

If land disturbance is greater than one (1) acre, a SWPPP Permit is required. This task includes preparing the required SWPPP, construction details, schedules, state and local permit applications, and methods for controlling soil erosion in accordance with the City of South Bend's MS4 Program. These documents shall be submitted for review prior to any earthwork activities. Submittal and processing fees for this task are included in the proposed fee. Please note this task does not include monitoring/onsite evaluations.



**FEEES FOR SERVICES**

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount for each task listed below. All services below are open for one year. If not completed within one year, Abonmarche reserves the right to adjust all uncompleted items for cost of living increase.

ABONMARCHE will invoice the City on a monthly basis for the percentage of work completed for the lump sum tasks listed below.

Base Services

Task #1	Field Survey .....	\$ 4,600
Task #2	Engineering Design .....	\$ 10,000
Task #3	Bid Period Services .....	\$ 1,200
Task #4	Construction Phase Services .....	\$ 1,000
<hr/>		
TOTAL:	.....	\$ 16,800

If Required

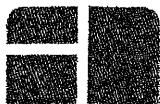
Task #5	SWPPP (if land disturbance is greater than 1 acre) .....	\$ 2,500
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**GENERAL SCHEDULE**

The following schedule is a general guideline of task durations pursuant to previous discussions with South Bend Heritage providing authorization is received near the end of July.

Field Survey	2 weeks
Construction Documents and Specs	4 weeks
City Bid Process	September
Construction Start	October





ABONMARCHE

Confidence By Design

# Abonmarche Professional Services Agreement

AGREEMENT between: \_\_\_\_\_ Abonmarche Project Number: \_\_\_\_\_

Client name: CITY OF SOUTH BEND DEPARTMENT OF COMMUNITY INVESTMENT Date: JUNE 20, 2013

Client address: 227 WEST JEFFERSON BOULEVARD, SUITE 1400S, SOUTH BEND, IN 46601 Phone: (574) 235-5835

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_ hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, of 750 Lincoln Way East, South Bend, IN 46601.

The Client contracts with Abonmarche to perform professional services with regard to the Client's project generally referred to as:

Project Name: HILL STREET IMPROVEMENTS

Location: CRESCENT AVENUE TO CORBY BOULEVARD

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

Scope of work: SET FORTH IN APPENDIX A

Project schedule: OUTLINED IN APPENDIX A

Special Provisions: \_\_\_\_\_

Abonmarche proposal/work plan, dated JUNE 20, 2013 is incorporated into this Agreement by reference, and is limited to the services described therein.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(fee \$) BASE: \$16,800.00 AS OUTLINED IN APPENDIX A | TASK #5 (IF REQUIRED): \$2,500.00

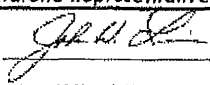
Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt.

The Client has designated MR. JITIN KAIN, DIRECTOR OF PLANNING as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

**Authorization to Proceed and Guarantee of Payment:** By signing this Agreement the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Page 2 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative		Authorized Abonmarche Representative	
Client:	<u>CITY OF SOUTH BEND DEPARTMENT OF COMMUNITY INVESTMENT</u>	Signature:	
Date Signed:	_____	Printed Name:	<u>JOHN W. LINN</u>
Signatures:	_____ _____ _____ _____	Title:	<u>PRINCIPAL - CHAIRMAN OF THE BOARD</u>
		Originating Office:	<u>Abonmarche Consultants, Inc. 750 Lincoln Way East South Bend, IN 46601 T 574.232.8700 F 574.251.4440</u>
		Date Signed:	<u>JUNE 20, 2013</u>

## TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche will not be liable for any claim, damages, cost, or expense (including attorney's fees) or other liability or loss not directly and solely caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
6. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
7. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized, when possible, by written amendment signed on behalf of the Client and Abonmarche. Additional services, performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or Inspector direct modification or addition to services covered by this Agreement, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but none the less, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
8. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The Client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
9. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
10. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary permission from any affected third party property owners for use of their lands. The Client is solely responsible for site security.
11. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client agrees that Abonmarche will not be liable for any claim, liability, or defense cost for injury or loss sustained by any party allegedly caused by the Consultants' negligence or willful misconduct.
12. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
13. **Ownership of Work Product.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or magnetic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
14. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
15. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
16. **Third party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
17. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
18. **Suspension of Services.** In the event of non-payment by Client, Abonmarche will have the absolute right to cease performance of any services.
19. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Abonmarche shall have no responsibility or be liable for safety procedures of the Contractor or its subcontractors.
20. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
21. **Governing Law.** This Agreement will be deemed to have been made in St. Joseph County, Indiana and shall be governed by and construed in accordance with the laws of the State of Indiana.
22. **Venue.** The parties (a) irrevocably submit to the jurisdiction of any Indiana court sitting in St. Joseph County, Indiana in any action arising out of this agreement, and (b) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum. The parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by law.
23. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
24. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
25. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client.
26. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement.

Reviewed by City of South Bend Legal Department 5/4/11

**Exhibit "B"**

**Amended Project Budget & Scope of Services**

**Change in Scope of Services by Abonmarche Consultants, Inc.: \$27,250**

**Estimated Total Project Budget: \$297,417**





Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

February 20, 2015

Ms. Elizabeth Maradik  
 Department of Community Investment  
 City of South Bend  
 227 West Jefferson Boulevard, Suite 1400S  
 South Bend, IN 46601

**RE: Proposal for Engineering Services**

Hill Street Improvements – Phase II  
 Crescent Avenue to Corby Boulevard  
 South Bend, Indiana

Dear Ms. Maradik:

Abonmarche Consultants is pleased to present this proposal to provide professional services for the proposed project referenced above.

We greatly appreciate the opportunity to submit our proposal and look forward to working with you on this project. Our work plan and fee schedule are set forth in Appendix A.

If our proposal is acceptable please sign and return a copy of the enclosed standard agreement to authorize us to proceed. We thank you for this opportunity to serve the City of South Bend. If you have any questions or concerns, please do not hesitate to contact our office at (574) 232-8700.

Sincerely,

ABONMARCHE CONSULTANTS, INC.

Chad A. Knip, P.E.  
 Project Manager

Daryl S. Knip, P.E.  
 Vice President

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700

341 Airport North Office Park  
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95 West Main Street  
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503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293

[www.abonmarche.com](http://www.abonmarche.com)



## **APPENDIX A** **Work Plan**

### **PROJECT SCOPE**

The proposed project consists of work along Hill Street between Crescent Avenue and Corby Boulevard. The work includes developing plans and bid documents to remove a replace concrete curb, concrete sidewalk, and concrete approaches, installation of a sanitary sewer service and brick pavement patching, and evaluating the existing trees in order to save as many as practical and supplementing with new trees. The plans and specifications will be developed using work previously performed.

### **SCOPE OF SERVICES**

The scope of services proposed herein includes the design and development of bid documents for the project and are further described as follows:

#### **Task #1: Right of Way Services**

Develop right of way acquisition documents for the City to acquire right of way at the intersection of alleys constructed in previous phases. Documents will be prepared for a right of way taking from a total of three parcels.

- a) Prepare Exhibit "A" document
- b) Prepare Exhibit "B" drawing
- c) Prepare Deed of Dedication

#### **Task #2: Preliminary Design**

This task includes preparing preliminary construction plans and bid documents for the proposed project. We anticipate utilizing the survey, design, and drawings developed during the initial phase of Hill Street Improvements. Anticipated tasks include:

- a) Review previous work
- b) Modify drawing files to reflect recent construction as current conditions and delineate proposed improvements
- c) Develop maintenance of traffic plan
- d) Evaluate existing tree sustainability
- e) Develop tree planting and landscaping plan
- f) Coordinate with utilities
- g) Assemble plan drawings
- h) Perform quantity calculations
- i) Prepare preliminary cost estimate
- j) Prepare preliminary specifications and bid proposal
- k) Submit preliminary plans and bid documents to the City for review



- l) Revise and finalize plans, bid documents, and cost estimate based on City review and comments
- m) Review and quality control

### **Task #3: Final Design**

This task includes preparing final construction plans and bid documents for the proposed project, including revisions in accordance to City review. Anticipated tasks include:

- a) Finalize typical cross sections
- b) Finalize maintenance of traffic plan
- c) Finalize design of improvements on plan sheets
- d) Finalize tree planting and landscaping plan
- e) Develop Construction Detail Sheets
- f) Perform quantity calculations
- g) Prepare preliminary cost estimate
- h) Prepare preliminary specifications and bid proposal
- i) Submit final plans and bid documents for City review
- j) Revise per City review and submit Final Bid Plans

### **Task #4: Bid Period Services**

- a) Attend pre-bid meeting
- b) Answer bidders questions
- c) Prepare addenda if necessary
- d) Attend bid opening
- e) Tabulate bids and make recommendation of award

### **Task #4: Construction Phase Services**

- a) Attend preconstruction meeting
- b) Review shop drawings as directed by the City
- c) Answer construction questions as directed by the City



**APPENDIX B**  
**Fees for Services and Schedule**

**FEES FOR SERVICES**

Abonmarche will be paid the lump-sum amount of \$7,950.00 for performing Tasks 1 through 4 as described in Appendix A. Abonmarche will invoice the City on a monthly basis for the percentage completed for each task. The following are the fees for the various tasks:

<b><u>Task</u></b>	<b><u>Estimated Completion</u></b>
Task #1 Right of Way Acquisition .....	\$ 2,400
Task #2 Design .....	\$ 3,250
Task #3 Bid Period Services .....	\$ 1,500
Task #4 Construction Phase Services .....	\$ 800
<hr/>	
<b>TOTAL Lump-Sum Amount:</b> .....	<b>\$ 7,950</b>



## **ANTICIPATED SCHEDULE**

<b><u>Task</u></b>	<b><u>Estimated Completion</u></b>
Task #1      Right of Way Services	7 Days from Notice to Proceed
Task #2      Design	30 Days from Notice to Proceed

Using an estimated Notice to Proceed of March 24, 2015 and the above schedule, the milestones listed would be reached at the following dates:

<b><u>Task</u></b>	<b><u>Estimated Completion</u></b>
Right of Way Services	March 31, 2015
Design	April 23, 2015
Bid Advertisement	May 15, 2015
Bid Opening	June 9, 2015
Begin Construction	July 13, 2015
End Construction	August 31, 2015





