

Department of  
**Community Investment**

**Memorandum**

Monday, December 12, 2016

**TO:** Redevelopment Commission  
**FROM:** Liz Maradik, Planner  
**SUBJECT:** Professional Services Agreement with Abonmarche – Riverfront Parks & Trails Plan  
 Surveying

Staff requests Redevelopment Commission approval of a professional services agreement with Abonmarche Consultants, Inc. in an amount not to exceed \$19,700 to complete a topographic surveys of Seitz Park and Howard Park as well as a boundary survey of Howard Park. The survey work will allow for the development of more detailed plans for Seitz Park and Howard Park as part of the Riverfront Parks & Trails Plan effort currently underway.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_  
 Total Amount new/change (inc/dec) in budget: \_\_\_\_\_; broken down by:  
 Acct # \_\_\_\_\_ Amt: \_\_\_\_\_; Acct # \_\_\_\_\_ Amt: \_\_\_\_\_;  
 Acct # \_\_\_\_\_ Amt: \_\_\_\_\_; Acct # \_\_\_\_\_ Amt: \_\_\_\_\_;  
 Going to BPW for Contracting? Y/N Is this item ready to encumber now? \_\_\_\_\_  
 Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services (this “Agreement”) is entered into on December 15, 2016 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Abonmarche Consultants, Inc., a Michigan corporation with its registered office address at 95 W. Main Street, Benton Harbor, Michigan 49022 (the “Provider”) (each a “Party” and collectively the “Parties”).

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services. The Provider will provide to the Commission the professional services set forth in the Provider’s proposal attached hereto as Exhibit A (the “Services”). The Provider will execute its obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity.

2. Compensation. In exchange for the Provider’s satisfactory performance of the Services, and subject to the terms and conditions of this Agreement, the Commission will pay the Provider a total sum not to exceed Nineteen Thousand Seven Hundred Dollars (\$19,700) (the “Contract Amount”). The Commission will pay the Contract Amount in installments upon invoicing by the Provider based on a percentage of completion (each a “Contract Installment”). The Commission will not be required to pay any Contract Installment if the Commission is not satisfied with the Provider’s performance under this Agreement or any default or breach of this Agreement by the Provider exists, as the Commission may determine in its sole discretion. The sum of all Contract Installments will not exceed the Contract Amount.

3. Expenses. The Provider will bear all of its own costs and expenses in carrying out the Services, and the Commission will not reimburse the Provider for any such costs or expenses.

4. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date stated above and end on February 28, 2017 (the “Expiration Date”). Effective immediately upon delivery of a written termination notice to the Provider, the Commission may terminate this Agreement, in whole or in part, for any reason, if the Commission determines that such termination is in the best interest of the Commission. In addition, in accordance with Ind. Code 6-1.1-18, payments are subject to appropriation by the South Bend Redevelopment Commission. If the Commission makes a written determination that funds are not appropriated or are otherwise unavailable to support the continuation of this Agreement, it shall be cancelled. A determination by the Commission that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The Commission will not be required to pay any Contract Installment or be otherwise liable for any cost associated with the Provider’s performance of any Services after the effective date of termination.

5. Remedies for Breach of Contract. Failure to complete the Services in accordance with this Agreement may be considered a material breach. In the event of such breach, the

Commission may suspend all payments to the Provider and may pursue any and all remedies available at law or in equity. The Provider shall repay to the Commission any portion of the Contract Amount expended for matters not within the scope of the Services.

6. Point of Contact. The Contract Administrator identified in Section 10 below will serve as the Commission's principal point of contact for purposes of this Agreement.

7. Relationship. The Provider shall at all times be an independent contractor for the performance of the Services rather than an employee of the Commission, and no act or omission to act by the Provider shall in any way bind or obligate the Commission. This Agreement is strictly for the benefit of the Parties and not for any third party or person. This Agreement was negotiated by the Parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The Commission and the Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider and the Commission and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Commission and the Provider.

8. Indemnification. The Provider hereby agrees to defend, indemnify, and hold harmless the Commission, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the Commission, its officials, directors, employees, and agents. The obligations of the Provider under this Section shall survive the termination of this Agreement.

9. Conflict of Terms. In the event any conflict or inconsistency arises between the terms and provisions of the numbered Sections of this Agreement and the Provider's proposal attached hereto as Exhibit A, the terms and provisions of the numbered Sections of this Agreement will govern.

10. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the Commission or the Provider, as the case may be, at the address set forth below.

Provider:

Abonmarche Consultants, Inc.  
750 Lincoln Way East  
South Bend, IN 46601  
Attn: Michael Rozycki

Commission:

Department of Community Investment  
City of South Bend  
227 W. Jefferson Boulevard, Suite 1400 S.  
South Bend, IN 46601  
Attn: Elizabeth Maradik  
(the "Contract Administrator")

11. Equal Opportunity. The Provider shall comply with federal, state, and local law in its hiring and employment practices and policies for any activity covered by this Agreement.

12. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the Commission. This Agreement will be construed and interpreted according to the laws of the State of Indiana.

13. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the Commission.

14. Non-Collusion. The undersigned attests, subject to the penalties of perjury, that he is the Provider and that he has not entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. The Provider agrees that he will execute and submit to the Commission and any other appropriate bodies, an affidavit in the form attached hereto as Exhibit B.

15. Drug-Free Workplace. The Provider hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to the Commission within ten (10) days after receiving actual notice that the Provider or an employee of the Provider within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

16. E-Verify. The Provider hereby certifies that it does not and will not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Provider subsequently learns is an unauthorized alien. The Provider agrees that he/she/it shall enroll in and verify the work eligibility status of all of the Provider's newly hired employees through the E-Verify program as defined by Ind. Code 22-5-1.7-3.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Professional Services to be effective as of the Effective Date stated above.

South Bend Redevelopment  
Commission, governing body of the  
City of South Bend Department of  
Redevelopment

By: \_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

Abonmarche Consultants, Inc.,  
a Michigan corporation

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

4000.000006155764631.002

**EXHIBIT A**

**Scope of Work**

[See attached.]

December 7, 2016

Ms. Liz Maradik  
Department of Community Investment  
City of South Bend  
227 W. Jefferson Blvd.  
South Bend, IN 46601

**Re: PROPOSAL FOR PROFESSIONAL SURVEY SERVICES**  
Topographic Survey of Howard Park and Seitz Park  
Boundary Survey of Howard Park

Dear Ms. Maradik:

Pursuant to your survey request, ABONMARCHE CONSULTANTS is pleased to submit our proposal to provide professional survey services for the above referenced project.

This proposal includes our Work Plan in Appendix A, which consists of our Scope of Services, proposed time frame, and fees. Our Work Plan is assembled to meet your needs by providing a Topographic and Boundary Survey per the RFP provided. Our staff is well-equipped and experienced with these types of surveys and will deliver the quality product you expect in a timely manner.

Thank you for this opportunity to submit our proposal. If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Michael J. Rozycki, PS  
Survey Manager

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

### **PROJECT SCOPE**

The proposed project consists of a Topographic Survey of Howard Park and Seitz Park as well as a Boundary Survey of Howard Park per the RFP provided dated 11/29/16.

### **TASK #1 TOPOGRAPHIC SURVEY OF HOWARD PARK**

This task includes preparing a topographic map of the area denoted within "Mapping Limits" in the RFP dated 11/29/16. The Topographic Survey portion shall include the items listed in Part Three of the provided RFP.

### **TASK #2 BOUNDARY SURVEY OF HOWARD PARK**

The Boundary Survey shall conform to Title 865, Article 1, Rule 12 of the Indiana Administrative Code that governs the minimum standards for competent practice of land surveying. The Boundary Survey shall also include the items listed in Part Four of the provided RFP.

### **TASK #3 TOPOGRAPHIC SURVEY OF SEITZ PARK**

This task includes preparing a topographic map of the area denoted within "Mapping Limits" in the RFP dated 11/29/16. The Topographic Survey portion shall include the items listed in Part Three of the provided RFP.

### **INFORMATION TO BE PROVIDED BY CLIENT**

Current Title Commitment, legal services, permission to enter site, onsite easement documents, As-Builts, record utility information.





**FEE SCHEDULE**

Task #1	Topographic Survey of Howard Park.....	\$ 7,000.00
Task #2	Boundary Survey of Howard Park.....	\$ 3,800.00
Task #3	Topographic Survey of Seitz Park .....	\$ 8,900.00
<hr/>		
TOTAL:	.....	\$ 19,700.00

**ANTICIPATED SCHEDULE**

Task #1	January 31, 2017
Task #2	January 31, 2017
Task #3	February 14, 2017

Once we receive a contract, ABONMARCHE as proposed, will complete the tasks by the dates listed above. The completion dates are subject to inclement weather.



November 29, 2016

## **Topographic and Boundary Survey Scope for Seitz Park & Howard Park, South Bend, Indiana**

The services requested include a Topographic Survey for both Howard Park & Seitz Park and a Boundary Survey for Howard Park.

### **PART ONE – SURVEY AREA**

The survey includes the lands shown on the attached exhibit. Properties to be included in the Boundary Survey are shown (red) as well as the limits of the Topographic Mapping (green).

### **PART TWO – GENERAL INFORMATION**

#### **Coordinate System:**

- Horizontal Coordinates will reference the Indiana State Plane Coordinate System, East Zone
- A list of site control points used to complete the survey shall be shown on the map of survey. List does not have to include all control points used but should be sufficient for future surveyors to reestablish site control at a later date.

#### **Vertical Datum:**

- Vertical Datum will reference the North American Vertical Datum 1988 (NAVD 88).

A list of all benchmarks established during the survey and used to establish the vertical datum will be shown on the map of survey. This list will include a description of each benchmark, its general location and elevation.

#### **Units, Display and Deliverables:**

- Topographic mapping units will be measured and displayed in English units (US Survey Feet)
- The Map of Survey will be provided electronically in AutoCAD ver. 14 or higher and in a signed and sealed PDF. The ACAD file shall contain intelligent Civil 3D points, surface and features with sufficient point elevations dragged for display. Surplus point data not displayed will remain in the drawing on a frozen layer(s).
- The survey shall include a vicinity map and a title block and will be delivered on a specific sheet size sheet and scale to be determined by SmithgroupJJR at a later date.
- All record documents researched as part of the survey (utility maps, record drawings, etc.) will be shared electronically with SmithgroupJJR when the project drawings are submitted.
- The survey shall show a graphic scale, north arrow, the bearing basis, legend, the name, address, and telephone number of the Surveyor preparing the map, the date the survey was completed, and the date of all revisions.

#### **Project Understandings:**

- The survey will be performed under the supervision of a Professional Surveyor licensed in the State of Indiana.
- A current title policy or commitment will be provided by the City of South Bend.
- Perform all traffic control measures necessary to safely maintain traffic during the survey.

### **PART THREE – TOPOGRAPHIC MAPPING**

Subject properties to be included in the Topographic Mapping portion of the project include those lands shown on the attached sketch labeled "Mapping Limits".

A Topographic Survey shall be performed by a licensed professional Land Surveyor and incorporated as part of an overall existing conditions plan. The Topographic Survey portion of the project will include but is not limited to the criteria specified below

- Display contours at 1 foot intervals.
- Spot elevations should be shown at approximately 50 foot intervals and at breaks in grade, high points and low points, and any other areas of significance.
- Road centerline, curb, and sidewalk elevations and locations shown at approximately 50 foot intervals, and at horizontal or vertical angle points and intersections.
- Building corner locations and elevations at natural ground and location of exterior columns & overhangs. Include the number of stories and construction material.
- Building first floor elevations at each door location within the full topographic mapping limits. Note the floor material where the elevation was taken (ex. Sill, Carpet, Tile)
- Remaining hardscape features including: pads, steps, truck docks, ramps, retaining walls gates, utility vaults, hand rails, etc. Label each and designate material.
- ADA detectable warning pads shown to scale.
- Roadway and parking striping. Includes parking spaces, hatching, arrows and road striping. Distinguish line type on road striping (i.e. dashed white, solid double yellow, etc.)
- Define the limits of various road and walk surfaces (i.e. brick, asphalt, concrete)
- In areas where the mapping limits include an elevated bridge. Map the bridge decking as well as any area exposed under the bridge. Mapping under the bridge should include the footprint at grade of any bridge structural components and an elevation of the lowest part of the bridge structure within the mapping limits.
- Along shorelines, map up to the edge of water and include a top of water elevation. If a seawall is present, map the top of the wall and using a level rod, obtain a depth to the river bottom at the wall. Top of wall and bottom of river elevations should be taken at regular intervals of 50 feet along the entirety of the shoreline.

In Seitz Park there are areas where the dam structure has terraced walls leading down to the water's edge. Include wall structures in the mapping up to the water's edge.

- Utility Locations (including but not limited to sanitary, storm, power, gas, water mains, fire protection, telecommunications, steam, etc. both on site and any immediately adjacent utility that appears to service or impact the site)
  - Observed surface locations on all utilities
  - Accessible underground information for storm and sanitary sewers including: invert, sump and rim elevations, size of structure & pipes and construction material of same (do not enter the structure). Should be in the form of a schedule or clearly labeled on drawing.
  - Locate and inventory the next connecting storm, sanitary and water utility outside of the full topographic mapping window.

- Observed overhead wires and cables affecting the surveyed premises. Include directions, guy wires and pole or building locations.
- Utility vaults shall include a graphic representation of the approximate size of the vault and list the elevation of the bottom of the structure (do not enter the structure).
- Water utilities shall include all fire department connections both on and adjacent to buildings.
- Show all building utility service leads using a combination of record maps and observed physical evidence as well as all existing utility meters.
- Underground utilities as marked by utility companies.
  - Surveyor is responsible for arranging underground utility markings.
- Record utility information.
  - Surveyor is responsible for researching and compiling utility records.
  - Integrate field located utilities with record information.
  - Label quality of utility location shown on the survey. (ex. Comcast shown per record maps only. No field markings or observed physical features)
  - Label information about the size/material of utility if provided on record drawings (ex. Gas - 3" plastic).
  - Note utility companies that did provide record utility maps
- Light poles (street & site), light bollards, ground level light mountings, emergency phones, street signs, traffic lights, guardrail, and other safety devices.
- Location and elevations of top of monitoring wells and adjacent natural grade.
- Locate and identify all trees within the properties included in the mapping limits. Include the size (D.B.H.), species in common English names and number of trunks for trees within the mapping limits.
- Limits of landscape areas, bike loops and parking meters.
- Determine if a floodplain elevation has been established for the site and if applicable, show approximate floodplain contour line from available information.

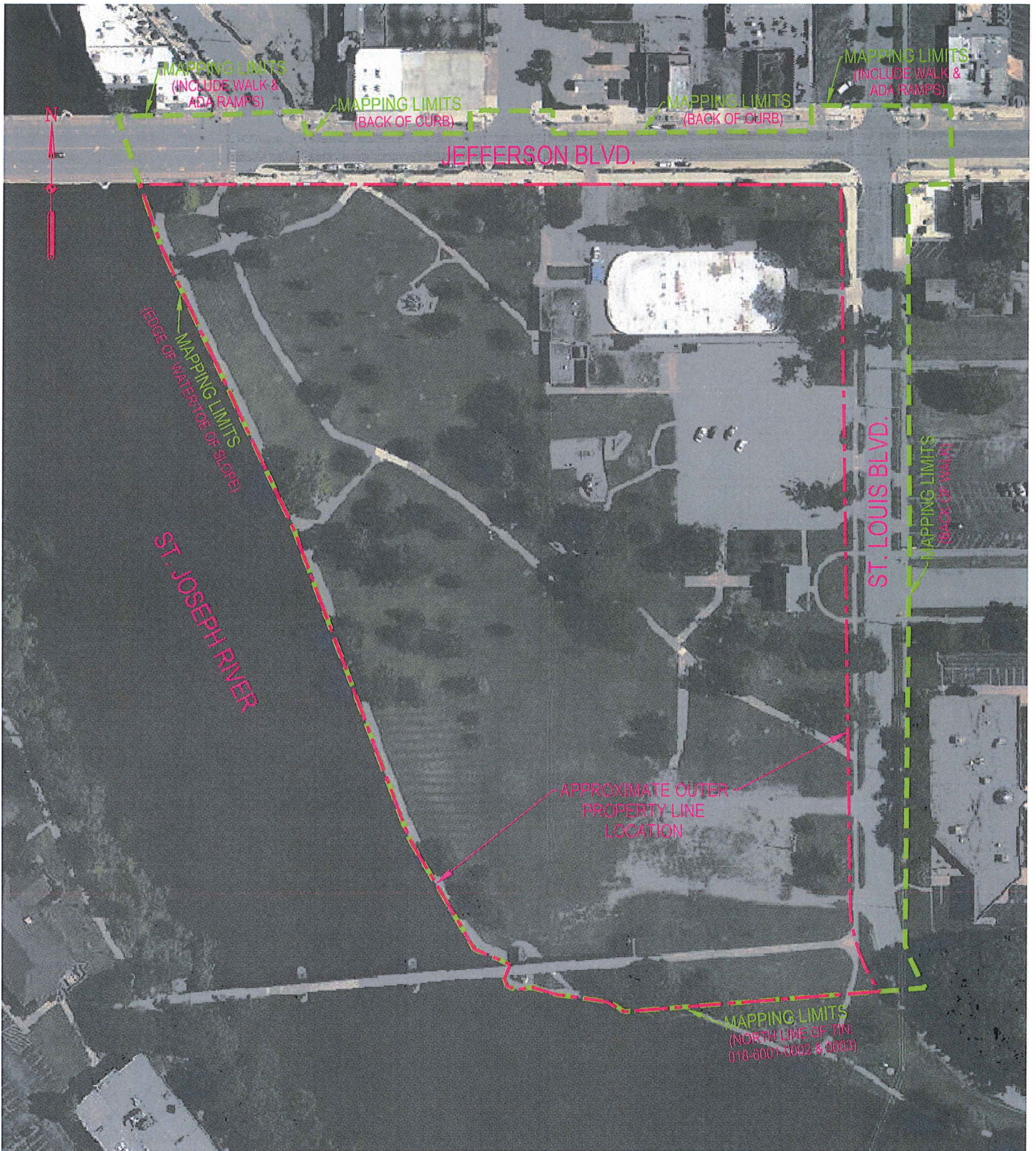
#### **PART FOUR –BOUNDARY SURVEY**

A Boundary Survey shall be performed by a licensed professional Land Surveyor and will be incorporated as part of an overall existing conditions plan. The scope includes surveying all parcels located within the areas labeled on the attached exhibit as "Approximate Outer Property Lines", as well as Right-of-Way resolution for roadways included within the Mapping Limits.

- Solve Boundaries of all parcels located within areas labeled on the attached exhibit as "Approximate Outer Property Lines"
- Resolve the location of Rights-of-Way included in the topographic mapping limits. Task includes researching relevant I.N.D.O.T. Right-of-Way alignment maps.
- State basis of bearings relative to an acceptable source (i.e. State Plane Coordinates).
- Show and describe all found boundary monumentation.
- Set any missing property corners and properly notate on the survey.

- Show names, widths, public or private use of all adjacent road, alley, or railroad Rights-of-Way. Indicate undeveloped Rights-of-Way and whether vacated or abandoned if applicable.
- Show, dimension, and describe potential encroachments across both property and Right-of-Way lines. Use details if necessary.
- Show recorded or otherwise known easements by dimension, widths, uses, document source, and party to whom easement is granted, if available or observed. Note any potential prescriptive easements and the nature of each. Note if record easement information was not provided with the Title Policy/Commitment or if the supporting documents are incomplete
- Show lot numbers, blocks, names, and liber and pages of adjacent subdivision or condominium plats.
- Show owner name, tax identification numbers, address and approximate side lot line locations for all parcels within the full Topographic Survey scope.









**EXHIBIT B**

**Contractor's Affidavit**

[See attached.]



*When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.*

**CONTRACTOR’S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,  
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY  
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE  
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

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STATE OF \_\_\_\_\_ )  
 ) SS:  
\_\_\_\_\_ COUNTY )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
  
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
  
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, “Iran” means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
  - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
    - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
    - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in

the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

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I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor/Bidder (Firm)

\_\_\_\_\_  
Signature of Contractor/Bidder or Its Agent

\_\_\_\_\_  
Printed Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence \_\_\_\_\_