




Department of

# Community Investment

## Memorandum

December 7, 2015

TO: Redevelopment Commission  
FROM: Jitin Kain   
SUBJECT: Professional Services Agreement for Smart Streets Illustrations

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Enclosed is a professional services agreement with Gil Gorski Architectural Design and Illustrations. These illustrations or perspective views will be an important component of sharing the Smart Streets vision with the general public. They will serve a key role during the implementation of the 2 way conversion project set to begin in the spring of 2016. The perspective views will be used in marketing the project as well as in construction signage where appropriate.

Staff requests approval of the agreement with Gil Gorski Architectural Design and Illustrations in the amount of \$4,500 from the River West Development Area (RWDA).



**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE CITY OF SOUTH BEND, INDIANA  
AND GILBERT GORSKI ARCHITECTURAL DESIGN &  
ILLUSTRATION**

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**THIS AGREEMENT** is made effective the 10<sup>th</sup> day of December, 2015, by and between the City of South Bend, Indiana, Department of Community Investment, acting by and through the South Bend Redevelopment Commission (the "City") and Gilbert Gorski Architectural Design & Illustration having their principal place of business at 51315 Stoney Brook Drive, Granger, IN 46530 (the "Contractor").

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

**Section 1. Duties of the Contractor.**

The Contractor shall provide the Services which are more particularly described at Exhibit "A" attached hereto and incorporated herein. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

**Section 2. Consideration.**

The Contractor will be paid as set forth at Exhibit "A". The total consideration under this Agreement shall not exceed the sum of Four Thousand and Five Hundred (\$4,500). Any payment that the City may deny or withhold or delay shall not be subject to penalty or interest pursuant to Indiana Code §5-17-5.

**Section 3. Term.**

This Agreement shall be effective for a period of twelve (12) months commencing on December 10, 2015 (the "Effective Date") and shall end on December 10, 2016 (the "Expiration Date").

**Section 4. Assignment; Successors.**

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the City.

**Section 5. Changes in Scope of Services.**

The Contractor understands and agrees that it shall not commence any additional work or change the scope of the Services provided unless authorized in writing by the City. No claim for

additional compensation shall be made by Contractor in the absence of prior written approval by the City.

**Section 6. Reversion of Assets.**

At the conclusion, cancellation, assignment or termination of this Agreement, all work product in whatever form, written, electronic, or otherwise, shall be delivered to the City, and the Parties hereby agree the City and not the Contractor or any of the Contractor's subcontractors or agents, has any ownership interest in the work performed as part of this Agreement.

**Section 7. Relationship/Independent Contractor.**

Both parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one party shall not be deemed or construed to be the employee(s) or agent(s) of the other party for any purpose whatsoever. Neither party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall be solely responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

Contractor is solely responsible for compliance with federal, state and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The City, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to Contractor in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The City shall provide IRS Form 1099 if applicable.

**Section 8. Funding Cancellation and Payments.**

In accordance with I.C. 36-1-12.5-5(d)(4), payments by the City are subject to appropriation by the South Bend Redevelopment Commission.

**Section 9. Non-Collusion and Acceptance.**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she 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 fact of this Agreement.

**Section 10. E-Verify.**

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor is not required to participate in the E-Verify program should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate 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.

#### **Section 11. Minority and Womens Enterprise Diversity Development.**

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.

Notwithstanding the foregoing, the award and performance of all City contracts shall comply with applicable federal, state, and local laws.

**Section 12. Signing Authority.**

The person signing on behalf of the Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of the Contractor, and has obtained all necessary and applicable approvals to make this Agreement fully binding upon the Contractor after acceptance by the City.

**Section 13. Drug-Free Workplace.**

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

**Section 14. Governing Law; Compliance with Laws.**

This Agreement shall be construed and interpreted according to the laws of the State of Indiana. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference. The Contractor shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Agreement. Further, the City shall not be required to pay for Services that are inconsistent with or in violation of this Agreement nor for any Services performed in violation of federal, state or local statute, ordinance, rule or regulation.

**Section 15. Entire Agreement.**

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.

*(Remainder of page intentionally left blank)*

**IN WITNESS WHEREOF**, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

Gilbert Gorski Architectural Design & Illustration

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

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

\_\_\_\_\_  
*Signature*

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

**South Bend Redevelopment Commission**

**ATTEST:**

\_\_\_\_\_  
*Signature*

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

**South Bend Redevelopment Commission**

*Signature Page to Service Agreement by and between Redevelopment Commission and Gilbert Gorski Architectural Design & Illustration*

**EXHIBIT A**

**PROPOSAL OF SERVICES**

Gilbert Gorski Architectural Design & Illustration  
51315 Stoney Brook Drive, Granger, IN 46530

**Scope of Services**

Prepare three (3) illustrations, ground level views of project area. Project includes any street within the 2 way conversion project.

**Schedule**

Completion by Spring 2016

**Fees**

\$4,500