



Department of
Community Investment

Memorandum

Friday, July 22, 2016

TO: Redevelopment Commission
FROM: Liz Maradik, Planner
SUBJECT: Professional Services Agreement with SmithGroupJJR – River Parks & Trails Plan

Staff requests Redevelopment Commission approval of a professional services agreement with SmithGroupJJR in an amount not to exceed \$248,800 (including reimbursement of up to \$2,000 for pre-approved out-of-pocket expenses) to complete a plan for the river parks & trails. The agreement continues through May 26, 2017.

The Department of Parks & Recreation, in conjunction with the Department of Community Investment, wishes to develop a strategic plan for its river park and trail system, from Darden Road to Logan Street, with a focus between Leeper Park and the Farmers Market. The plan will serve as a guide for making investment, use, and design decisions within the system. The planning process will involve outreach to residents and stakeholders in order to create a plan that is consistent with the community's goals, while also accounting for constraints and opportunities.



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services (this "Agreement") is entered into on July 28, 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 SmithGroupJJR, Inc., a Michigan corporation with its registered office address at 500 Griswold St., Suite 1700, Detroit, Michigan 48226 (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 attached 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 Two Hundred Forty-Six Thousand Eight Hundred Dollars (\$246,800) (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, and reimbursement for expenses permitted under Section 3 below will not be included in the Contract Amount.

3. Expenses. The Provider may seek reimbursement from the Commission in an amount not to exceed Two Thousand Dollars (\$2,000.00) for the Provider's out-of-pocket expenses approved in writing by the Contract Administrator identified in Section 11 below. The Provider agrees to seek the Contract Administrator's approval of such expenses before incurring them. The Commission will not reimburse the Provider for any expense unrelated to the Provider's performance of the Services defined in this Agreement or otherwise unnecessary, and the Contract Administrator reserves the right to deny reimbursement of any expense as determined in her sole discretion.

4. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date stated above and end on May 26, 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 11 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 of Commission. 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. Indemnification of Provider. In the event documents prepared by the Provider are incorporated by the Commission into a construction contract, the Provider will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of the Provider's obligations. Further, such general conditions shall contain an indemnification provision extending from the construction contractor to both the Commission and the Provider. Both the Commission and the Provider will be named as additional insureds on such contractor's general liability insurance.

10. Limitation of Liability. Notwithstanding anything to the contrary and the fullest extent permitted by law, the Commission agrees that the total liability of the Provider in connection with this Agreement, whether in contract, tort, negligence, breach or otherwise, shall not exceed

the Contract Amount.

11. 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:
SmithGroupJJR, Inc.
201 Depot St., Second Floor
Ann Arbor, MI 48104
Attn: Pat Doher

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")

12. 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.

13. 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.

14. 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.

15. 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.**

16. 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.

17. 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.

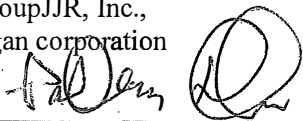
South Bend Redevelopment
Commission, governing body of the
City of South Bend Department of
Redevelopment

By: _____
Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

SmithGroupJJR, Inc.,
a Michigan corporation

By:  _____
Patrick M. Doher, Senior Vice President

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EXHIBIT A

Scope of Work

[See attached.]

TECHNICAL APPROACH



Project Understanding

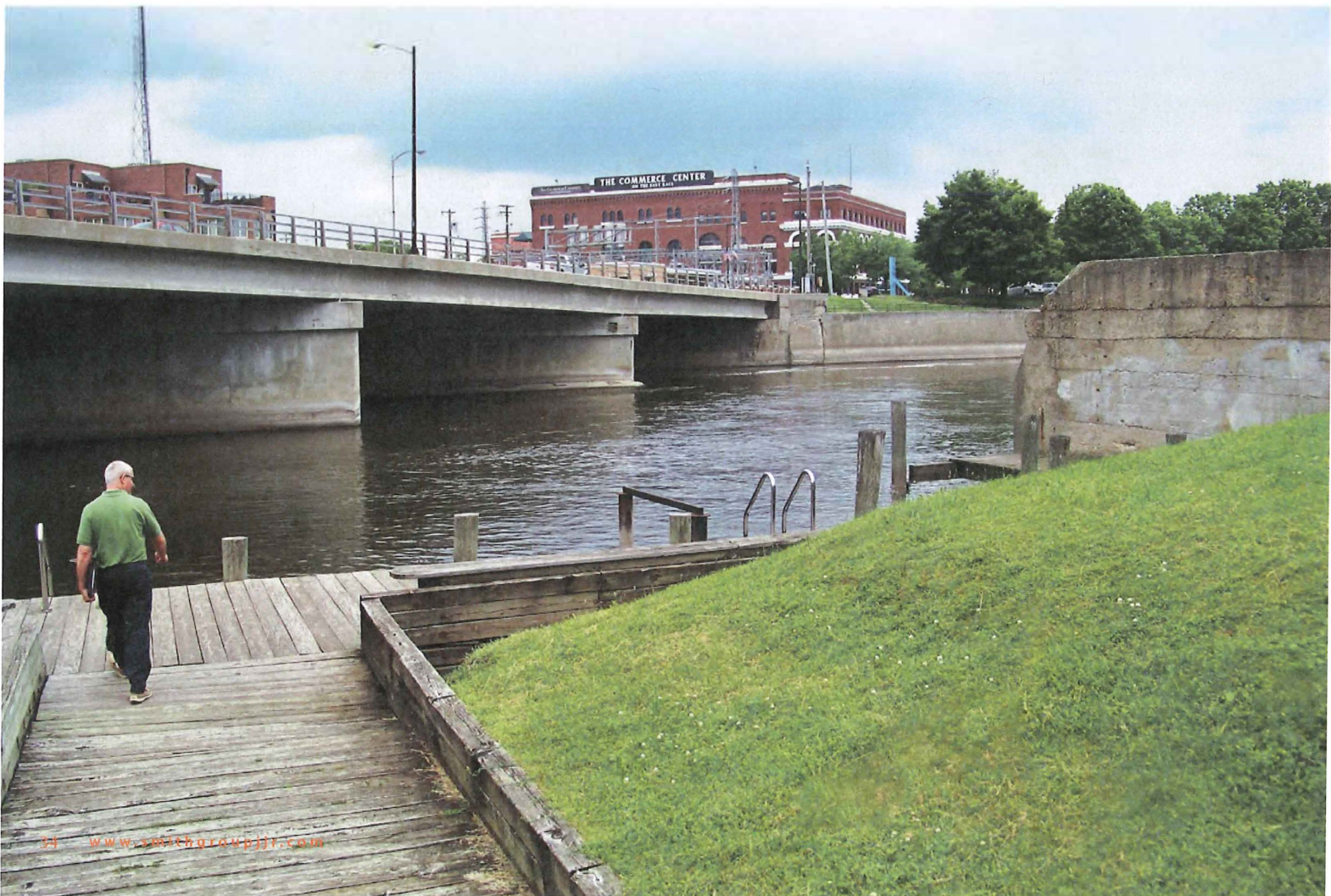
The City of South Bend Parks and Recreation (City) has a strong commitment to provide high quality parks and recreation amenities to enhance the quality of life of the community it serves. The City has a unique asset in the St. Joseph River with numerous public and private land uses located along the river banks. SmithGroupJJR understands that the City desires to develop a strategic, cohesive plan for its riverfront park and trail system with a focus on the downtown area.

The proposed Riverfront Parks & Trails Master Plan will build upon recent efforts completed by the City, including but not limited to the: City of South Bend 5-Year Park Master Plan (2014-2018) and the 2014 Community Needs Assessment Findings. The outcome of the proposed planning process will be a framework for the City in making investment, use and design decisions within the Riverfront Parks & Trails system.

SmithGroupJJR envisions a planning process that is transparent, inclusive and inviting to the community and stakeholders. This will require regular, focused input

gathered through strategically scheduled meetings and work sessions in each of the project phases with various city, stakeholder and public representatives. As outlined further in the Technical Approach, SmithGroupJJR will kick off the process by meeting with the Project Team and will regularly check in throughout the process to ensure that the project is meeting the objectives of the City. This will facilitate a swift but appropriate decision-making process, a thorough consideration of alternatives and costs, and the timely completion of the planning process, which will help move the project towards implementation.

The Riverfront Parks & Trails Master Plan will accomplish many goals. It must serve as a guide for reinforcing the parks as a network of facilities; ensure desirable, multifunctional and unique public open space to serve the needs of local residents; provide a framework for sustainable development of the riverfront that can enhance the image of South Bend; establish design standards for the riverfront parks system to be viewed as a cohesive network and detail conceptual designs for key locations within the downtown area that can be advanced to implementation.



Technical Approach

Developing a comprehensive Riverfront Parks & Trails Master Plan requires engagement of a broad range of stakeholders as well as a thorough analysis of existing conditions and opportunities. These activities feed into the development of recommendations and implementation strategies that draw on local expertise, national best practices, and sound methods.

The scope of work presented below is organized over the course of three major tasks:

- Task 1: Project Initiation
- Task 2: Analysis & Opportunities (Information Gathering)
- Task 3: Master Plan Development

Each of these tasks consists of a number of sub-tasks described in detail below, and collectively brings together a robust community engagement strategy, thorough analysis, and an in-depth process for developing key strategies and approaches for plan implementation. This proposed project technical approach represents the Consultant Team's collective experience, but we welcome the opportunity to adjust this approach to best meet the City's needs and expectations.

Task I: Project Initiation

Task 1 will be focused around understanding and articulating a shared vision and direction for the South Bend riverfront park system. A broad range of stakeholders and public will be engaged early on in the process to provide their local knowledge and insights, and to shape the direction of the plan moving into subsequent phases.

1.1 – Project Team Kick-off Meeting

The “Project Team” will consist of Consultants and key City staff from Parks & Recreation, Community Investment, Public Works, and other departments that play a role in development of the plan. Team Meetings will typically be attended by at least one present consultant team member, with additional members brought in as needed or accessing the meeting remotely via conferencing technologies. Team Meetings are anticipated to be 2 hours, although may be shorter or longer depending on the materials being presented. An initial kick-off meeting will be held to discuss project process and schedule as well as goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team.

Deliverable: Meeting notes

1.2 – Public Involvement Plan

An integral task to the master planning process is developing an appropriate and sound public engagement strategy to solicit community input on how South Bend's parks, recreation programs, open space, trails and cultural resources meet the needs of residents into the future.

A general approach for this will be discussed in the kick-off team meeting, which will include:

- Identification of key stakeholders & potential focus group members
- Outreach and communication strategy for public engagement
- Sequence and logistics for community workshops
- City & consultant team responsibilities

We use a variety of potential engagement techniques including some non-traditional methods to allow for all participants and groups to be comfortable in providing input. Sam Centellas, Organizational Consultant for OutSight Design & Consulting, and member of our project team, will serve as a translator and liaison to the Latino community. Sam has extensive community engagement experience and a history in South Bend as an educator, mentor and activist. Having bilingual written and spoken presentation materials will help improve participation and facilitate an inclusive process.

Our team is experienced in creating a social media presence through a comprehensive Facebook page, as well as Twitter and other social media outlets. We will post, and link to project updates, plans, and exciting information to keep the community involved in the process or provide relevant content to the City for use on their own social media platforms. We have used this approach as a low cost method of tapping into social media, communicating important project information, building community enthusiasm, and soliciting public input.

Our team also collaborates with mySidewalk, a social media platform, and MetroQuest, public involvement software, both built to streamline the dispersal of project information, facilitate community involvement, and sustain engagement and momentum in a project. We will review these, and other, media tools with South Bend to determine if they are appropriate and they fit within the project budget.

Specific public engagement meetings or workshops that will be incorporated include:

Stakeholder Focus Groups

Over the course of the project, stakeholders will be engaged through multiple rounds of focus groups meetings during the Community Visit sessions. These interviews will help identify key community values and goals relative to the Parks and Trails system and will allow feedback on alternatives and recommendations. Stakeholder groups may include the following types of groups, and will be determined as part of the Public Involvement Plan:

- Elected officials & community representatives
- Key business or institutional leaders
- City administration
- Key partners & philanthropic organizations
- City & non-city agency staff
- Youth & school related organizations

Pop-Up Workshops

Potential non-traditional methods to facilitate public input that could be incorporated into the Public Involvement Plan include small, informal pop-up workshops at events within the park system or elsewhere within the City like popular community events or farmer's markets. Kiosks soliciting feedback could be strategically located within existing parks to encourage users to post input. We will look for opportunities to schedule these workshops in coordination with the community visits.

Community Forums

Community forums will serve to present information and gather feedback from citizens at large. The purpose for these meetings will be to ensure opportunities for the general public to discuss their priorities and perceptions surrounding the parks and recreation system. The forums will also afford the opportunity to subtly educate the public on the operation of the City's park system. It is important to have initial meetings early in the process to generate interest and excitement. It will be important to

get maximum media exposure to inform citizens of the purpose and importance of the meetings and clearly note time and locations. We suggest advance meetings with the local news outlet to facilitate project articles and meeting notices.

Responsibilities: For all public and stakeholder meetings over the course of the project, the Consultant Team will be responsible for developing primary meeting content and facilitating community meetings and focus groups. City staff and/or community leaders will be responsible for contacting individual stakeholders and representatives, and coordinating logistics, timing and communications for planned meetings.

Deliverable: Public Involvement Strategy Memo

1.3 – Project Schedule Development

In conjunction with creating the Public Involvement Plan, we will work with the City to develop the appropriate schedule that includes the various public meetings identified as well as allow for time for the project team to design develop content and for associated City review of materials prior to sharing with the public. Key milestones for each phase of the project will be identified.

Deliverable: Project Schedule

Task 2: Analysis & Opportunities (Information Gathering)

2.1 – Data Collection

The Consultant Team will work with City staff to acquire data necessary to conduct the analysis tasks and other project needs identified in this scope of work. As part of the RFP, the City has provided substantial background information including plans such as the City of South Bend 5-Year Park Master Plan, 2014 Community Needs Assessment Findings, among others. It is anticipated that additional data will be needed from the City and may include, but is not limited, to the following:

- AutoCAD or ArcGIS base files
- Utility infrastructure within & around riverfront parks
- St. Joseph River hydraulic information

2.2 – Gaps and Future Needs Analysis

The Consultant Team will evaluate the City of South Bend 5-Year Park Master Plan (2014-2018) and the 2014 Community Needs Assessment Findings to initiate further discussion with the Project Team, identified stakeholders and the public in order to specifically target the gaps and future needs for the riverfront parks and trails systems.



2.3 – Community Visit #1

City/Stakeholder Workshop

The Consultant Team will facilitate City and key stakeholders workshops to evaluate the vision for the overall riverfront parks and trails system with particular focus on those located in the downtown area. During this workshop, the Consultant Team will guide a PET Assessment to determine which elements should be Preserved, Enhanced or Transformed, gain an understanding of the community values from an internal perspective, as well as discuss known priorities for recreation facilities and programming, parks, trails and open space development needs of the City.

Community Forum + Pop-up Workshop

The Consultant Team will facilitate a community forum and pop-up workshop to present a high level overview of the current South Bend parks and trails system, review of previously completed studies and plans, and solicit feedback on the desired future vision for the park system. In addition, community members will be asked to share issues and opportunities they see that influence the future success of the park system. It is anticipated at the community forum that an overview presentation (approximately 30 minutes) will help orient community members to the scope of the strategic planning activities, why they are necessary and important, and how the documents will be used to inform decision making. The pop-up workshop(s) will be conducted at another location with a less formal presentation attempting to collect similar information.

Deliverable: Meeting notes

2.4 – Opportunities & Constraints Analysis

After Community Visit #1, the Consultant Team will assemble and review all existing information and integrate the insights from the City, stakeholders, and the community. The Consultant Team will complete an issues analysis that will synthesize, categorize, and organize the critical issues relating to park improvement and connectivity. This analysis will address at least the following elements:

- Parks, recreation, & programming for both current & anticipated needs
- Transportation systems & potential connections/linkages
- Public Infrastructures – on-site & adjacent public utilities including water service; sanitary sewer, & storm sewer
- River characteristics – depths, currents, water level fluctuation, seasonal patterns & shoreline treatment



- Historical & cultural resources – both along the river & within adjacent neighborhoods & commercial areas
- Natural resources
- Environmental concerns

Deliverable: The Consultant Team will generate a brief Opportunities and Constraints memorandum with supporting graphics. A City representative will distribute the memo to the Project Team for its review and constructive input.

2.5 – Community Visit #2

Community Visit #2 will be an extended 2-3 day community visit, where the consultant team will be present in South Bend for a focused and intensive series of work sessions. The community visit will include a focused planning session with the Project Team, special workshop sessions with key stakeholders, a community forum and pop-up workshops. The anticipated meetings for this community visit are described below.

Project Team Meeting (Draft Parks & Trails Master Plan + Conceptual Plan Alternatives)

The Project Team will meet to discuss feedback from the Opportunities and Constraints memorandum and review initial draft master plan options as developed by the Consulting Team prior to the community visit. Draft design standards and Branding and Signage Strategy options will also be shared with the Project Team.

Based on the results of the Project Team meeting, the Consultant Team will spend dedicated time further developing a draft parks and trails master plan as well as up to three (3) conceptual design alternatives each for Howard Park, Seitz Park and a section of the Blue Ways Trail. These elements will address the program and vision and be developed and illustrated in a series of plans and associated graphics that can be presented to the public for feedback.

Deliverables: Alternatives plans, sketches, cross sections, and graphics for public presentation

City/Stakeholder Workshop

The Consultant Team will review the draft Riverfront Parks & Trails Master Plan and Conceptual Plan Alternatives with the Project Team and identified stakeholder groups in a series of meetings. Feedback will be collected and refinements will be made in order for the Consultant Team to present at the Community Forum and Pop-up Workshop the following day.

Community Forum + Pop-up Workshop

The Opportunities and Constraints Analysis, draft Riverfront Parks & Trails Master Plan, and Conceptual Plan Alternatives will be presented at a community forum and at a pop-up workshop at an existing event in the City. The goal of these events will be to seek public input and arrive at a preferred direction for the Riverfront Parks & Trails Master Plan as well as the conceptual plans of the three identified parks.

Deliverable: Meeting notes

Task 3: Master Plan Development

3.1 – Preliminary Riverfront Parks & Trails Master Plan

With input from Community Visit #2, the Consultant Team will develop the preliminary Riverfront Parks & Trails Master Plan. The design will incorporate our assessment of the social, physical, and environmental drivers impacting successful redevelopment of the riverfront area.

The plan will identify the infrastructure required to support proposed uses including, but not limited to vehicular, bicycle, and pedestrian circulation, parking, stormwater management, and riverfront access. To best explain the intended character of the redevelopment, the Project Team will prepare illustrations and use precedent images from other places to illustrate the Plans most important and intriguing aspects.

The parks and trail concepts will incorporate and address:

- Placement of buildings & facilities
- Trails & sidewalks
- Playgrounds
- Seating
- Trees & landscape
- Natural features & habitats
- Lighting
- Signage
- Public art

Deliverable: Preliminary Riverfront Parks & Trails Master Plan for public presentation

3.2 – Preliminary Conceptual Plans for Downtown Focus Areas

After vetting the Conceptual Plan Alternatives with the City, stakeholders and public at Community Visit #2, preliminary conceptual plans for Howard Park, Seitz Park and a portion of the Blue Ways Trail on the east side of the St. Joseph River will be developed to a level of design that can quickly be engineered and implemented for construction in 2017.

Preliminary cost estimates will be developed for the three focus areas.

Deliverable: Preliminary Conceptual Plans for Downtown Focus Areas for public presentation and preliminary cost estimates for three focus areas

3.3 – Preliminary Implementation Strategy

Critical to any successful parks and trails plan is the ability to outline the action steps necessary to move the plan from concepts into reality. Experience tells us that there are two critical factors to making this happen: clarity around outcomes and roles of involved parties; and careful consideration and planning relative to the resources required (financial and otherwise) to make the policy or development vision happen. The Project Team will provide recommendations, including:

- Prioritization of realistic & catalytic projects & development types
- Cost estimates for priority actions & short term projects
- Regulatory permitting requirements
- Short, intermediate & long-term phases

Deliverable: Preliminary Implementation Strategy for public presentation

3.4 – Preliminary Design Standards and Branding and Signage Strategy

Upon feedback received during Community Visit #2, the Consultant Team will further refine the design standards and branding and signage strategy. Design standards will address at a minimum: trail design, sidewalk design, site furnishings, landscape, signage use, design principles for new structures and parking areas. The intent is that these standards can be applied to all parks managed by the City of South Bend Parks & Recreation Department. Adding to the consistent theme throughout the riverfront parks, the Consultant Team will develop a branding and standard signage strategy addressing park name signage, directional and wayfinding signage, and facilities signage.

Deliverable: Preliminary Design Standards and Branding & Signage Strategy for public presentation

3.5 – Community Visit #3

The Consultant Team will meet with the Project Team, stakeholder groups and the community through a community forum and pop-up workshop to review the preliminary Riverfront Parks & Trails Master Plan, conceptual plans for the three focus areas, implementation strategy, design standards, and branding and signage strategy. Feedback will be solicited on all items to be incorporated into the final plans and strategies.

Deliverable: Meeting notes

3.6 – Final Riverfront Parks & Trails Master Plan and Conceptual Plans

Given the feedback and input from the Project Team, stakeholder groups, and the community during Community Visit #3, the Consultant Team will refine the Riverfront Parks & Trails Master Plan and Conceptual Plans for the three focus areas. The final plans will communicate the vision and recommendations in graphic format (color rendered plan, character cross sections/3D renderings).

Cost estimates for the three focus areas will be revised per plan changes.

Deliverables: Final Riverfront Parks & Trails Master Plan and Conceptual Plans for Downtown Focus Areas for public presentation. Final cost estimates for the three focus areas.



3.7 – Community Visit #4

Community Forum

The Consultant Team will present the final Riverfront Parks & Trails Master Plan, Conceptual Plans for the three focus areas, implementation strategy, design standards, and branding and signage strategy during the final community visit. This will be the last formal opportunity for community members to react and comment on the revised plans and strategies.

Deliverable: Meeting notes

3.8 – Master Plan Documentation

The Consultant Team will prepare a full draft of the Riverfront Parks & Trails Master Plan. This draft will include all a summary of the planning process and build linkages to the City of South Bend 5-Year Park Master Plan.

A draft of the Riverfront Parks & Trails Master Plan will be circulated to the Project Team and other vital stakeholders for their review (as determined by the City). The review period is typically 2-3 weeks in duration, after which time the Consultant Team will collect comments. A meeting with the Project Team will be held to review received comments and if necessary decide to how to resolve and discrepancies between them. The Consultant Team will then refine the plan into a final draft for acceptance by the City.

Deliverable: Riverfront Parks & Trails Master Plan Report

- *In both digital & hard copy format (PDF, original document file & 5 hard copies)*
- *All relevant materials that were used in previous phases & presentations*
- *Digital copies of all graphics produced during the process*

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)

STATE OF Michigan)
) SS:
Washtenaw 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.

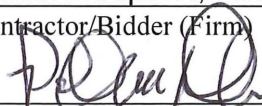
7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

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.


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 25 day of July, 2016

SmithGroupJJR, Inc.
Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent
Patrick M. Doher, Senior Vice President
Printed Name and Title

Subscribed and sworn to before me this 25 day of July, 2016

My Commission Expires 3/15/18


Notary Public

County of Residence _____

KIM T. TREASTER
NOTARY PUBLIC, STATE OF MI
COUNTY OF JACKSON
MY COMMISSION EXPIRES Mar 15, 2018
ACTING IN COUNTY OF Wheaton





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076 Attn: detroit.certrequest@marsh.com J21060--SIR-16-17 MI-Ann SA1M2.	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No.): E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D: Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER E: Lloyd's of London</td> <td>1122000</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: N/A	N/A	INSURER C: N/A	N/A	INSURER D: Hartford Insurance Company of the Midwest	37478	INSURER E: Lloyd's of London	1122000	INSURER F:
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COVERAGES CERTIFICATE NUMBER: CHI-006641139-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83 UUN LP2277	05/15/2016	05/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	83 WE PP2105 AZ, CA, CO, DC, GA, IL, KS, ME, MN, MO, NC, PA, TX, WI	05/15/2016	05/15/2017	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Architects & Engineers Professional Liability			FINPA1500129	09/15/2015	09/15/2016	Each Claim/General Agg 1,000,000 Self-Insured Retention \$1,150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of South Bend, Indiana is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER City of South Bend, Indiana Dept. of Community Investment - Contract Administrator 227 W. Jefferson Blvd., Ste. 1400 S. South Bend, IN 46601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Hurley
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