City of Bloomington Fire Department
300 E 4th Street
Bloomington, IN 47408

Request for Proposal (RFP) for:

Architectural & Engineering Services for

Bloomington Fire Department

Station 1: Schematic Design and Opinion of Probable Cost

Issued: October 10, 2020
Due: October 27, 2020
I. GENERAL

A. GENERAL INFORMATION:
The city of Bloomington (also herein referenced as the “City” is requesting proposals from firms (hereinafter known as “Proposers”), to provide Architectural and Engineering Services for Bloomington Fire Department Station 1: Schematic Design and Opinion of Probable Cost (OPC).

B. QUESTIONS & ADDENDA:
Questions regarding this RFP must be submitted via electronic mail. No informational communication shall occur regarding this RFP, including requests for information or speculation between Proposers and City of Bloomington employees. Any contact or attempt to contact any other employee of the city regarding this RFP may result in immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding. All questions regarding this RFP must be submitted via email by the deadline stated within this RFP to:

Jason Moore, Fire Chief
Email: moorja@bloomington.in.gov

Proposers interested in receiving any addenda to this RFP shall provide an email address to Jason Moore by no later than the deadline for submitting questions stated within this RFP. All addenda and clarifications will be posted on the city’s RFP website which is accessible at https://bloomington.in.gov/rfp. It is the responsibility of the Proposers to check this website for any updates to this proposal.

C. PRE-PROPOSAL MEETING (MANDATORY):
All proposers must attend the Pre-Proposal Meeting on October 20, 2020 to be held at 10 a.m. EST. Location: Bloomington Fire Department, 300 E. 4th Street, Bloomington, Indiana 47408

D. SCHEDULE OF EVENTS
   RFP Issued 1st Notice                                      October 10, 2020
   RFP Issued 2nd Notice                                      October 17, 2020
   Pre-Proposal Meeting (mandatory)                           October 20, 2020 (10 a.m. EST)
   Deadline for submitting questions                          October 22, 2020 (2 p.m. EST)
   Answers Posted Date                                        October 23, 2020
   RFP DUE DATE                                               October 27, 2020 (12 noon. EST)
   Method and deadline of submittal

   SEALED envelope only, by mail delivery or in person. No fax or email. Submit four (4) bound hard copies of TECHNICAL PROPOSAL and one (1) sealed COST PROPOSAL. Please also include one (1) digital copy (searchable PDF file on USB only).
Request for Proposals

Bids opened at Board of Public Works (BPW)                      October 27, 2020
Anticipated award notification date                             November 10, 2020 (BPW Approval)
Engagement of Consultant Contract                              November 2020
Bid and Award Construction Contract                            TBD Based on OPC & funding
Construction Commencement                                       TBD Based on OPC & funding

II. TERMS AND CONDITIONS

A. RFP SUBMITTAL

All proposals, sealed and marked “Architectural & Engineering Services for Bloomington Fire
Department Station 1 Renovations and Project Management” in the lower left-hand corner of
the package, are due by 12:00 Noon EST. on October 27, 2020 and must be delivered to:

J.D. Boruff, Director of Operations and Facilities
City of Bloomington, Public Works Department
401 N. Morton Street
Bloomington, IN 47404

Any proposal received after this time will not be considered.

Proposals may be withdrawn prior to the date/time set for proposal opening. Proposals may be
modified or withdrawn by the proposer’s authorized representative in person, or by written notice.
If proposals are modified or withdrawn in person, the authorized representative shall make their
identity known and shall sign a receipt for the proposal. Written notices shall be received in the
office where a proposal was submitted no later than the exact date/time for proposal submittal
date and time.

The City of Bloomington reserves the right, where it may serve the City’s best interest, to request
additional information or clarification from proposers, or to allow corrections of error or omissions.
At the discretion of the City, service providers submitting proposals will be requested to make
oral presentations as part of the evaluation process.

There is no expressed or implied obligation for the City of Bloomington to reimburse responding
providers for any expenses incurred in preparing proposals in response to this request.

The City of Bloomington reserves the right to reject any or all proposals or to waive any
technicality and accept any proposal that is deemed in the best interest of the City. The City also
reserves the right to select, and subsequently award the proposed service to the provider which
best meets the city’s needs, quality levels, and budget restraints.

Upon award the successful proposer will be required to provide a certificate of insurance meeting
the City’s insurance requirements as listed within this RFP. Except for exempt materials, all
proposals and information submitted by proposers will be available for viewing after the
evaluation process is complete and a contract is awarded to the selected proposer.
B. PROPOSAL REQUIREMENTS:
Elaborate proposals beyond that which is sufficient to present a complete and effective proposal are not necessary or desired. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the request for proposals.

Each Proposal shall include the following:

1. VENDOR/CONTRACTOR/SERVICE PROVIDER REGISTRATION:
Upon notification of an award, a company must meet the approval requirements of the city for becoming an approved vendor. Therefore the company shall be required to submit a current and completed Request for Taxpayer Identification Number and Certification form (IRS Form W-9) to the Controller’s office as soon as they have been notified of an award or contract. A substitute IRS W-9 form can also be obtained from the City of Bloomington website located here: http://bloomington.in.gov/controller. The completed documents must be submitted using one of the methods listed on the form. Please contact the Controller’s office at 812.349.3474 if you have any questions.

2. PAYMENT PREFERENCE:
The City of Bloomington’s preferred method of payment is Electronic Funds Transfer (EFT). Payments processed through an EFT saves dollars by increasing efficiency and streamlining the payment process. This eliminates the cost of paper, printing, postage, paperwork, and time. If awarded a contract, the company shall be required to submit a completed EFT form to the Controller’s office through one of the methods listed on the form. The form is located on the City of Bloomington website located here: http://bloomington.in.gov/controller. Please contact the Controller’s office at 812.349.3474 if you have any questions.

3. COVER LETTER:
State key qualifications and why your firm should be selected.

4. STATEMENT OF QUALIFICATIONS:
Firm’s history, expertise. Include a description of your firm identifying your size, location, staffing level, longevity, previous work completed for the City of Bloomington, or Other Fire Departments within the State of Indiana, etc.

5. CERTIFICATES OF INSURANCE:
Provide certificates of insurance in compliance with requirements in Exhibit B.

6. KEY PERSONNEL:
Proposers should identify specific personnel that will be assigned to the project and the number of hours each will spend on the project. The list shall be organized to show personnel and time commitments in relation to the activities outlined in the scope of services. Please provide resumes for all key personnel and an organizational chart to
identify the individual(s) that will serve as the main contact for assignments, billings, and general project administration.

7. SIMILAR / RELATED PROJECT EXPERIENCE:
Provide examples from a minimum of five (5) similar/related projects. Preference of projects completed within the State of Indiana.

Include the following information for each project:
   a) Project description.
   b) Project initial budget estimates and actual construction costs.
   c) Projects square footage and date of completion.

8. REFERENCES:
Provide the City of Bloomington with a minimum of five (5) references where similar/related projects have been completed. References to be complete with names, titles, associated companies, addresses, telephone numbers, and email addresses.

9. SCOPE OF SERVICES / OBJECTIVES:
Describe how services will be provided. Include a detailed listing and description of proposed tasks and deliverables. Provide a summary of the proposed approach to the project as well as a detailed description of the proposed methodologies to be used to provide the requested services and deliverables. Project Understanding, Project Approach, Schedule, and Design Timeline.

At a minimum description of Scope of Services shall include
   a) Internal / External Stakeholder input meeting
   b) Opinion on Probable Cost
   c) Complete an onsite evaluation of existing infrastructure / utilities to determine the impact or influence on the re-design of the building
   d) Complete Construction / Engineering Drawings
      (1) Public areas must meet ADA requirements
      (2) Meet current code requirements
      (3) Consider best practices for Fire Station Design
      (4) Consider energy efficiency / sustainability
      (5) Provide for workforce diversity considerations
   e) Outline plans for construction management or project management if awarded
   f) Representation at any internal staff / Board meetings to assist City Staff with project explanations

10. ADDENDA ACKNOWLEDGEMENT STATEMENT:
Proposers must acknowledge the receipt of any addenda. Failure to retrieve and include their provisions may result in disqualification.
11. COST PROPOSAL:
The fixed fees quoted below shall include all costs listed in Section II.B.9. above for Phase 1 services. Phase 1 services include the schematic design of the renovation of Station 1 facility.

Provide a separate percentage fee range for services to occur after schematic design, which include phases 2-5; design development, construction documents, bidding & negotiations, and construction administration. Bloomington Fire Department reserves the right to request proposals for these phases or continue to work with selected firm.

NOTE: Proposers must submit, in a sealed package, four (4) bound hard copies of the TECHNICAL PROPOSAL, one (1) sealed COST PROPOSAL, and one (1) digital copy (searchable PDF file on USB only).

C. PROPOSAL BINDING PERIOD:
Process quoted in any Proposer's proposal will remain in effect for a period of at least ninety (90) business days from proposal submissions deadline date.

D. PROJECT MANAGERS:
Proposers will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make decisions regarding scope of work and any changes required by the work. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work, The City's Project Manager for this Project will be assigned at a later date.

E. NON-RESTRICTIVE SPECIFICATIONS & PROPOSER ALTERNATES:
If specifications are applicable to the Scope of Work of this RFP, they are intended to define the level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features; however, the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. All itemized lists shall be presented in the exact same order as the City specifications and shall reference the City item number. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion, any of the specifications, terms, and conditions of this RFP prevents you from offering a proposal, consideration will be given to a Proposer's request for change.

F. EVALUATION OF PROPOSALS:
Proposals will be evaluated based on conformance with the terms of this RFP and how those proposals meet the overall objectives of the City. The City reserves the right to reject any or all proposals received which are deemed incomplete. Based on the evaluation of the written proposal, additional information may be required to clarify or confirm proposal information. Additional information obtained may be of any or all the following: Proposer interviews,
presentations, and/or demonstrations. No single evaluation criteria listed below will be the determining factor. A Proposer's submission of a proposal constitutes their acceptance of the evaluation process and their recognition and acceptance the evaluators will use their judgement in decisions based on several criteria.

1. Responsiveness & Solution - The extent to which the firm's proposal responds to the scope and requirements outlined in this RFP.
2. Professional Competence - The extent to which the firm has demonstrated competence in performing similar work and/or the extent of former client/customer satisfaction. Preference will be given to Proposers with experience in designing / renovating fire stations.
3. Proposal - The extent to which the firm's proposal is organized, complete and demonstrates a thorough understanding of the services described in this RFP.
4. Cost - The proposals will be evaluated for all costs necessary to fulfil the requirements of this RFP, in consideration of which proposal is the most advantageous based on the assessment of the proposal evaluation team.

G. PROPOSAL SELECTION & AGREEMENT:
The city will notify all Proposers upon completion of the evaluation process. Ultimately, the City will award the contract to the responsive and responsible Proposer whose overall proposal offers the best value for the city, as evaluated pursuant to the evaluation criteria set forth herein.

The City will begin negotiating with the most qualified (responsive and responsible) Proposer. If an agreement on price fails, negotiations with the next most qualified Proposer will be conducted until a contract award can be made to the most qualified Proposer whose price is fair and reasonable to the city.

At the sole discretion of the City, those proposer(s) most likely to be awarded a contract may be requested to submit a Best and Final Offer (BAFO) in order to further qualify the deliverables, contract language or costs presented in the Proposer's proposal. If BAFO's are requested, they will be evaluated against the stated criteria. There is no obligation on the part of the City to request BAFO's from any or all of the Proposers responding to the RFP.

The scope of services defined in this RFP, the cost schedule supplied by the Proposer, along with any subsequent scope addenda/amendments, will become the scope of work for the Proposer.

Once awarded, the successful Proposer will be expected to enter into an agreement similar to the sample attached and to provide proof of required City of Bloomington insurance coverage, naming the City as an additional insured. Upon signature by designated city officials, the agreement will become binding and the Proposer may begin to execute its scope of work.
III. SCOPE OF WORK

A. BACKGROUND:
Station One operates as the headquarters for the Bloomington Fire Department. This building is currently at capacity for its functions. The landlocked nature of the site has required a vertical station that is not handicap accessible.

The station also has multiple water infiltration issues due to an adjacency to a culverted water system. The station’s basement floods repeatedly. Currently major mechanical and electrical equipment are housed in this location and are at risk of damage as well as endangering the station’s functionality during an emergency. This station is at its full capacity, housing administrative offices, four (4) operational crews, and training operations. Building mechanical systems are fragmented and lack efficiency. Originally designed for an all-male workforce, the station lacks key features / best practices to house a diverse workforce. Several safety concerns exist due to the era of when the building was originally constructed. Several opportunities exist to better utilize the current footprint. Currently, there is minimal to no room on the site for expansion or future growth. Recently three (3) offices and the training area have relocated to a separate building, freeing up space on the first floor and the second floor. A majority of this could be consumed with the relocation of mechanical, electrical, IT, dorm rooms, and gym programmatic spaces.

B. SCOPE OF WORK:
Collaborative process with the Bloomington Fire Department to develop schematic floor plans and opinions of probable cost for the renovation of Station One.

C. BASIC SERVICES:
Opinion of probable cost will include all basic services and construction management related expenses.

1. Basic Services will include all required architecture, civil engineering, structural engineering, and mechanical/electrical/plumbing engineering.

2. Construction management will include on site project manager and weekly update meetings with City staff.

D. DATA COLLECTION:
Proposer will collect information from the site and building, determine load bearing walls, location and conditions of all mechanical systems, and other conditions that could drastically alter the project cost.

E. SCHEMATIC DESIGNS:
Proposer will coordinate a collaborative process with the Bloomington Fire Department. Develop existing floor plans and propose renovations to meet the goals of the Bloomington Fire Department. The schematic design phase will include proposed floor plans showing the scope of the renovations, code study, ADA details, sustainability objectives/materials/systems, and description of scope of work in order to develop an opinion of probable cost.
F. OWNER RESPONSIBILITIES:
The following are not anticipated:
- Topographic Survey
- Geotechnical Investigation
- Construction Phase Soil Testing Services
- Permit Fees

IV. PROFESSIONAL SERVICES LIABILITY INSURANCE REQUIREMENTS

It is important that the City of Bloomington is adequately protected from loss due to the negligence of others (contractors, suppliers, vendors, etc.) who are working for, with, or on behalf of the City of Bloomington. To help achieve this goal, the City of Bloomington requires that other parties carry a certain level of insurance that will protect, defend and indemnify the City from losses arising out of their activities or from their products.

The following standards have been established to help provide direction and consistency for City of Bloomington Departments. Until the appropriate certificate of insurance verifying the required coverage is obtained, the City of Bloomington will NOT be issuing a license, permit or entering into a contract.

Insurance requirements for jobs or activities such as asbestos abatement, pollution clean-up, oil recycling, hazardous waste removal, or any new contract or activity where it is not clear what level of insurance should be required will be determined by the City Attorney and the Safety & Risk Management Officer.

The City Attorney and/or the Safety & Risk Management Officer are responsible for the review of all certificates of insurance to determine if they meet the insurance requirements.

There may be times when an organization or contractor cannot meet the insurance requirements. Any significant variance from the standards must be authorized by the City Attorney and/or the Safety & Risk Management Officer.

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Bloomington is primary coverage and that any insurance or self-insurance maintained by the City of Bloomington, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.
1. **PROFESSIONAL LIABILITY**

   A. **Limits**
      1. $4,000,000 each claim
      2. $4,000,000 annual aggregate

   B. Must continue coverage for 2 years after final acceptance for service/job

2. **GENERAL LIABILITY COVERAGE**

   A. Commercial General Liability
      1. $1,000,000 each occurrence limit
      2. $1,000,000 personal liability and advertising injury
      3. $3,000,000 general aggregate
      4. $3,000,000 products – completed operations aggregate

   B. Claims made form of coverage is not acceptable.

   C. Insurance must include:
      1. Personal Injury
      2. Products/Completed Operations must be carried for 2 years after acceptance of completed work

3. **BUSINESS AUTOMOBILE COVERAGE** – If this exposure shall exist:

   A. $1,000,000 combined single limit each accident

   B. Must cover liability for Symbol #1 - “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability.

4. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – “If” required by Indiana State Statute or any Workers Compensation Statutes of a different state.

   A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
      1. $500,000 Each Accident
      2. $500,000 Disease Policy Limit
      3. $500,000 Disease – Each Employee

5. **UMBRELLA LIABILITY** - If exposure exists, provide coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of $2,000,000 each occurrence and $2,000,000 aggregate, and a maximum self-insured retention of $10,000.
6. **ADDITIONAL PROVISIONS**

A. Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Indiana.

B. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work - City of Bloomington, and its officers, council members, agents, employees, and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent and also include Products –Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of two (2) years after acceptance of work. This does not apply to Professional Liability, Workers Compensation and Employers Liability.

C. Certificates of Insurance acceptable to the City of Bloomington shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least thirty (30) days’ prior written notice has been given to the City of Bloomington Project Manager.
1. Sample Agreement

PROJECT NAME: SAMPLE

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this XXth day of XXXXXX, 2020, by and between the City of Bloomington Department of Public Works through the Board of Public Works (hereinafter referred to as "Board"), and Contractor Name, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to improve the facilities it oversees by engaging in efforts to repair or improve their condition; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a repair specifications, construction plans, cost estimates, and bid documents which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.
Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Department of Public Works officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

**Article 2. Standard of Care:** Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

**Article 3. Responsibilities of the Board:** The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. **Information/Reports**

   Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. **Representative**

   The Board hereby designates J. D. Boruff, Operations and Facilities Director, Department of Public Works (“Boruff”), to serve as the Board’s representative for the project. Boruff shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. **Decisions**

   Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.
Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of XXXXXXX Dollars ($XX,XXX.XX). This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant’s monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board’s designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:
Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board’s direction.

2. Billing Records:
Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service.
in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of $1,000,000 for each occurrence, and $2,000,000 in the aggregate.

d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board’s election to forthwith terminate the Agreement.

**Article 15. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article
shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.
Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:  
City of Bloomington  
Dept. of Public Works  
Attn: J. D. Boruff  
401 N. Morton Street, Suite 120  
Bloomington, Indiana 47404

Consultant:  
XXXXXX  
Attn: XXXX  
123 South SAMPLE Street  
XXXXXXX, XXXXXXX XXXXX

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board and the Consultant.

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Verification of New Employee’ Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is
not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Consultant obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Consultant shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Consultant shall terminate the Agreement, unless the Consultant determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Consultant may allow the Agreement to remain in effect until the Consultant procures a new Consultant. If the Consultant terminated the Agreement, the Consultant or its subconsultant is liable to the Consultant for actual damages.

Consultant shall require any subconsultants performing work under this Agreement to certify to the Consultant that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subconsultants’ certifications throughout the term of this Agreement with the Consultant.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

**Article 27. No Collusion:** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner
City of Bloomington
Board of Public Works

By: ___________________________ _______________________________
Kyla Cox Deckard, President XXXXXXXX, President

By: ___________________________
Beth H. Hollingsworth, Vice President

By: ___________________________
Dana Palazzo, Secretary

By: ___________________________
Philippa M. Guthrie, Corporation Counsel
EXHIBIT A
SCOPE OF ENGINEERING SERVICES

Project and Scope Description

Exclusions
EXHIBIT B

COMPENSATION
EXHIBIT C

ESTIMATED PROJECT SCHEDULE

All work by Consultant shall be completed by XXXXX XX, 2021.
EXHIBIT D

KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<table>
<thead>
<tr>
<th>Position / Responsibility</th>
<th>Name</th>
</tr>
</thead>
</table>


EXHIBIT E

AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA   )
) SS:
COUNTY OF __________  )

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the President of _________________________________.

2. The company named herein that employs the undersigned:
   • has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
   • is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

______________________________
President

STATE OF INDIANA   )
) SS:
COUNTY OF __________  )

Before me, a Notary Public in and for said County and State, personally appeared ____________________________ and acknowledged the execution of the foregoing this _______ day of _____________________, 20_____.

_______________________________________________
Notary Public Signature  Notary Public Printed Name

My Commission Expires:__________________________  Commission #: ___________________________

County of Residence:____________________________
EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA  )
 ) SS:
COUNTY OF _______________  )

The undersigned offeror or agent, being duly sworn on oath, says that he 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 offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this ______ day of ________________, 20____.

XXXXXXXXXX, Inc.

By: ______________________________________

XXXXXXXXXX, Title

STATE OF INDIANA  )
 ) SS:
COUNTY OF _______________  )

Subscribed and sworn to before me this _____ day of ________________, 20____.

________________________________________________________________________

Notary Public Signature  Notary Public Printed Name
My Commission Expires:______________  Commission #: ________________

County of Residence:__________________