



MEMORANDUM

TO: Legal
FROM: Philippa M. Guthrie
DATE: December 20, 2019
RE: Schmidt Letter of Agreement for Convention Center Phase II

Funding Source: Food and Beverage Tax Fund

152-06-060001-53990

P.O. 2019-9951

Total Dollar Amount of Contract: Not to exceed \$4,115,000

Expiration Date of Contract: When replaced by Schmidt/CIB contract in 2020

Renewal Date for Contract: N/A

Department Head Initials of Approval:

Due Date For Signature: Before December 31, 2019

Record Destruction Date (Legal Dept to fill in): 10 years from expiration

Legal Department Internal Tracking #: 19-732

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Philippa Guthrie

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Legal

Summary of Contract:

This is a Letter of Agreement with Schmidt Associates architecture firm for architectural and design services for the Convention Center expansion project. It will be replaced as soon as the City and County establish a CIB in 2020 with an AIA contract between the CIB and Schmidt.



SCHMIDT
ASSOCIATES

December 19, 2019

Hon. John Hamilton, Mayor
City of Bloomington
401 North Monroe
Bloomington, IN 47404

Re: Letter of Agreement – Bloomington-Monroe County Convention/Civic
Center Expansion – Phase 2

Dear Mayor Hamilton:

We are pleased to provide this Letter of Agreement to provide Architectural and Engineering Services for a major expansion and renovation to the Monroe Convention Center. By this Letter and subject to the terms and conditions contained herein The City of Bloomington, (City) authorizes Schmidt Associates, Inc. & Convergence Design with subconsultants, (Architect/Engineer) to undertake Architecture and Engineering Services in accordance with the Description of Services below. Direction during the course of this Letter of Agreement will be provided by Mick Renneisen, the City's representative.

TEAM COMPOSITION

Schmidt Associates and its subconsultants will serve as the Design Team for this project. Convergence Design will serve as lead subconsultant for convention center planning and design with Schmidt Associates as the Project Manager and Architect of Record. Other subconsultants are as defined below:

- BRCJ (Bloomington): Civil Engineering, Traffic Consulting, Surveying
- Reitano Design (Indianapolis): Food Service Consulting
- IMEG (Indianapolis): Mechanical, Electrical, Technology, Plumbing and Fire Protection Engineering; Acoustical and Audio-Visual Consulting
- Cornerstone PDS (Indianapolis): Landscaping and Urban Design
- Walter P Moore (Houston, Kansas City): Structural Engineering, Parking Consultant

DESCRIPTION OF SERVICES

- Phase 2 of this Project will consist of customary Architecture and Engineering Design services required for design, bidding, plan review and construction of the project. Work will not begin until a Capital Improvement Board (CIB) has been established, and by mutual agreement of the City and Monroe County, is adequately staffed and prepared to begin operations. Once it is established and operational, a full AIA Agreement (as appropriate for the selected construction methodology) shall be executed for Phase 2 with the CIB, who shall be the "Owner" going forward (hereinafter referred to as "CIB/Owner").

415 Massachusetts Avenue
Indianapolis, IN 46204
317.263.6226
317.263.6224 (fax)
www.schmidt-arch.com

Principals

Ron Fisher, AIA, LEED AP
Sarah Hempstead, AIA, LEED AP
Kevin Shelley, AIA, LEED AP
Brett Quandt, CDA
Lisa Gomperts, FAIA, LEED AP
Anna Marie Burrell, AIA, RID
Tom Neff, AIA, RID, LEED AP
Kyle Miller, PE, LEED AP
Ben Bain, CPSM
Eric Broemel, PE, CEM
Steve Schaecher, AIA, LEED AP

Associates

Steve Alspaugh, AIA, LEED AP
Ryan Benson, AIA
Brad Brutout, AIA
Dick Butwin, PE
Gabe Currier, PE, LEED AP
Duane Dart, AIA, CMO/OE, LEED AP
Craig Flandermeyer, RLA, LEED AP
Bill Gruen, CEM, LEED AP
Jim Heinzelman
Greg Hempstead, AIA, LEED AP
Allen Jacobsen, PE
Eddie Layton, AIA, LEED AP
Cindy McLeod, AIA
Jeff Reed, PE
Megan Scott, CPSM
Charlie Wilson, LEED AP
Mary Ellen Wolf, AIA, LEED AP
Liming Zhang, RLA, CPESC, LEED AP

Registered Professionals

Asia Coffee, IIDA, RID
Nick Dodge, AIA
Matt Durbin, CTS, MCSE
Brandon Fox, AIA
Laura Hardin, IIDA, RID
Robin Leising, CSI, CCCA
Mike Myer, PE
Tom Ning, RA
Joe Redar, AIA
Parveen Tal, MBA, PHR, SHRM-CP
Chuck Thompson, CSI, CCS
James Walde, PE

Founder

Wayne Schmidt, Hon.D., FAIA



PROJECT SCOPE

The Expansion of the Monroe County Convention Center has a total project Budget of \$44M. A brief description of Phase 2 tasks is as follows:

Extent of Project Scope for Phase 2

Design Team responsibility is limited to a 60,000 gross square feet expansion (to include a 30,000 SF Exhibit Hall) and renovation of the existing Monroe Convention Center including any connected elevated walkway structure.

Phase 2 Activities

Phase 2 will be comprised of three primary components: Design (Project Definition, Final Design, Construction Documents), Bidding, Construction Administration

Additional Services

Additional Services not covered by this agreement may include:

- Renderings
- Furniture, Fixture and Equipment Design
- Technology Equipment Design
- Phased Bid Packages
- LEED or Net Zero Design Services
- Building Optimization Services
- Utility Company Rebates
- As-Built Documentation
- Extended Construction Administration Services

DELIVERABLES

General

- Project Schedule/Timeline
- Meeting Notes

Project Definition (Schematic Design)

- Program
- Drawings – Site Plan, Floor Plans, Elevations, Sections
- Exterior Finishes
- System Narrative including LEED/Net Zero Strategy (if applicable)
- Cost Estimate

Final Design (Design Development)

- Drawings
- Interior Finish Palette



- Specification Index
- Equipment Cut Sheets
- Cost Estimate
- Identification of Alternates

Contract Documents – Drawings and Specifications

Bidding

- Addenda
- Bid Tab/Bid Recommendation

Construction Administration

- Responses to RFIs
- Site Observation Reports
- Punch List

SCHEDULE OF ACTIVITIES

The Design Team will start work once the CIB/Owner is established and operational, and has authorized the team to proceed. Design work is estimated to take 13 months to complete. Notwithstanding the above, the CIB/Owner and Design Team may agree to extend this schedule as required to accommodate meeting dates or other conditions unrelated to the Design Team's work on the Project.

FEE & REIMBURSABLES

For Phase 2 Basic Services, Design Team and City agree that the fee will be negotiated with the CIB/Owner as a percentage fee based on the estimated construction cost of the project. At the conclusion of the Final Design (FD) phase of services, the Architecture/Engineering Fee for Basic Services will be converted to a lump sum amount based on the final FD construction cost estimate and identified alternates selected to move forward, including any contingency. A full AIA contract between the CIB/Owner and Design Team shall be executed for Phase 2 (as appropriate for the selected construction methodology).

For the above-described Scope of Services, the City agrees that the Design Team will be compensated as follows:

The design fee to complete Phase 2 not to exceed \$3,750,000.

Reimbursables

Phase 2 Expense Reimbursement (Not-to-Exceed)	\$230,000
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Out of pocket expenses incurred by the team shall include (but not be limited to) expenses for travel, mileage, subsistence, lodging, printing and binding, reproduction, plan review fees, unique telecommunications charges, postage, shipping, testing, renderings, and development of a 3-D physical model. All reimbursables will be at a cost times 1.10 for administration.



ADDITIONAL SERVICES/EXPENSES ALLOWANCE

There are several anticipated additional services that will need to be completed as part of this project. Some of these may run through Schmidt Associates as a reimbursable and others will be contracted directly with the CIB/Owner.

Additional Services (Not anticipated to exceed \$135,000)

- Survey - Topographic and Boundary
- Drone Imaging of the Site (2D orthographic map and 3D point cloud)
- Interior and exterior Mobile Scanning of Convention Center Building
- Site Appraisals
- Environmental Surveys – Phase 1 and Phase 2

Additional services requested by the CIB/Owner will be billed according to our current Hourly Rate Schedule.

TERMS AND CONDITIONS

The fee will be billed monthly. Payments are due and payable fifteen (15) days from the date of the invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1.5% per month.

Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, the Architect/Engineer assumes no responsibility for its accuracy.

Architect shall, and hereby does, indemnify, defend, and hold harmless the City and any and all of its employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the services, activities and deliverables provided by Architect during Phase II. It is agreed that any liability of the Architect/Engineer for Phase II services, activities and deliverables is limited to the amount of the fee. Further, the Architect/Engineer's responsibility is limited to the City. The use by third parties of documents prepared as a part of this Agreement without the knowledge and consent of the Architect/Engineer shall be at the risk of the City and/or the third parties.

Architect is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Architect shall sign an affidavit, attached as Exhibit A, affirming that Architect 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 8 U.S. Code chapter 12 or by the U.S. Attorney General. Architect and any subcontractors may not knowingly employ or



contract with an unauthorized alien or retain an employee or contract with a person that the Architect or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Architect or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Architect or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Architect or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Architect or subcontractor did not knowingly employ an unauthorized alien. If the Architect or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Architect. If the City terminates the contract, the Architect or subcontractor is liable to the City for actual damages. Architect shall require any subcontractors performing work under this contract to certify to the Architect that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Architect shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Architect is required to certify that it has not, nor has any other member, representative, or agent of Architect, 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. Architect shall sign an affidavit, attached hereto as Exhibit B, affirming that Architect has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

Architect shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Architect shall provide the Phase II services in compliance with applicable laws, and use its best efforts to perform in an efficient, trustworthy and professional manner with a reasonable standard of professional care. Architect shall provide the services to the satisfaction of, and in conjunction and cooperation with, the City.

This Design Team does not provide consulting related to the identification or remediation of hazardous materials, and no such services are included in our Scope of Work.

If the City cancels this Agreement, the City agrees to pay to the Architect/Engineer upon notice of cancellation for any time or costs incurred before receipt of said notice. Should either party to this Agreement institute legal proceedings because of alleged failure to perform in accordance with its terms, the party against whom judgment is rendered shall pay for all costs, both legal and otherwise, incurred by the other in the course of said action.



Please indicate your acceptance of the terms and conditions of this Letter by signing and returning one copy of this Agreement. Receipt of the executed Letter will serve as our authorization to proceed with the Work. Also enclosed is the *Indiana Department of Revenue General Sales Tax Exemption Certificate* which should be filled out and if tax exempt, the appropriate reason code should be checked. Please return this form with the executed Letter of Agreement.

Thank you for this opportunity to be of service.

Sincerely,

SCHMIDT ASSOCIATES, INC.
Architecture • Engineering • Interior Design • Landscape Architecture

Sarah Hempstead
Sarah K. Hempstead, AIA/LEED AP
Chief Executive Officer / Principal
shempstead@schmidt-arch.com

David Greusel
David Greusel, FAIA
Principal
david@convergencedesignllc.com

Accepted: *Phillippa M. Guthrie* 12-20-19
(Signature) (Date)

Phillippa M. Guthrie, Corporation Counsel
(Printed name and title)

Copy: Lisa Gomperts, Schmidt Associates
Megan Scott, Schmidt Associates
Brett Quandt, Schmidt Associates

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *Phillippa M. Guthrie*
DATE: 12-20-19

CITY OF BLOOMINGTON
Controler
Reviewed by: *[Signature]*
DATE: 12-20-19
FUND, ACCT: 152-3398



Letter to Mayor Hamilton
December 19, 2019
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Accepted:

(Signature)

(Date)

(Printed name and title)

Copy: Lisa Gomperts, Schmidt Associates
Megan Scott, Schmidt Associates
Brett Quandt, Schmidt Associates

A handwritten signature in black ink, appearing to be "PMG".



EXHIBIT A

E-VERIFY AFFIDAVIT

STATE OF INDIANA)

)SS:

COUNTY OF _____)

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

1. The undersigned is the CEO of Schmidt Associates.
2. The company named herein that employs the undersigned:
 - i. has contracted with or is seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. 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 belief, the company named herein is enrolled in and participates in the E-verify program.

Sarah K Hempstead
Signature

Sarah K Hempstead
Printed Name

STATE OF INDIANA)

)SS:

COUNTY OF Warren)



Before me, a Notary Public in and for said County and State, personally appeared Sarah K. Newstead and acknowledged the execution of the foregoing this 23 day of December, 2019

Denise M. Sallee

My Commission Expires: 7/6/2023

Notary Public's Signature

Denise M. Sallee

County of Residence: Johnson

Printed Name of Notary Public

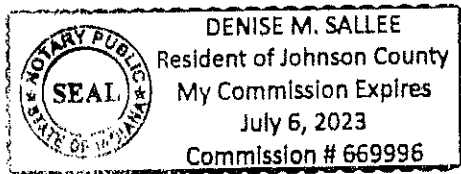




EXHIBIT B

STATE OF _____)

) SS:

COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

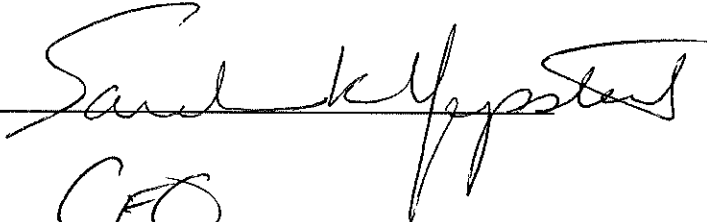
The undersigned offeror or agent, being duly sworn on oath, says that s/he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by her or him, entered into any combination, collusion or agreement with any person relative to the price 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 23 day of December 2019.

SCHMIDT ASSOCIATES

By: 
Title: CEO



STATE OF _____)

) SS:

COUNTY OF Hawipai

Before me, a Notary Public in and for said County and State, personally appeared Sarah K. Hines and acknowledged the execution of the foregoing this 23 day of December, 2019.

Denise M. Sallee

My Commission Expires: 7/6/2023

Notary Public's Signature

Denise M. Sallee

County of Residence: Johnson

Printed Name of Notary Public

