

Request for Proposal

**City of Nevada, Iowa
Tim Hansen, Director of Parks and Recreation
1209 6th Street
Nevada, Iowa 50201
(515) 382-4352**

**RESPONSES DUE:
*Monday, September 16, 2024, 4:00 p.m.***

Please submit your bid to the attention of:
**Tim Hansen, Director of Parks and Recreation
City of Nevada, Iowa
1209 6th Street
Nevada, Iowa 50201**

**PLEASE MARK ENVELOPE “RFP Splash Pad” and
“DO NOT OPEN”**

For Questions concerning the request, please contact:

**Tim Hansen, Director of Parks and Recreation
(515) 382-4352
thansen@cityofnevadaiaowa.org**

This solicitation has been developed specifically for requesting proposals for the design of a splash pad. All vendors are urged to thoroughly review this RFP prior to submitting. Submittal by **FAX OR EMAIL IS NOT ACCEPTABLE** for this solicitation.

Each proposal shall contain a signed letter by an authorized representative of the Bidder indicating a **90-day price guarantee that begins on Monday, September 16, 2024**

**NOTICE & SCHEDULE OF EVENTS
REQUEST FOR PROPOSAL—SLASH PAD PROJECT**

The City of Nevada (“City”), Iowa is requesting proposals from qualified firms to provide Architectural and Engineering Services for completion of the design, plans, specifications, and construction administration services for a splash pad.

PROPOSALS will be accepted by the City of Nevada until 4:00 PM CDT on Monday, September 16, 2024. Proposals are to be delivered to the **1209 6th Street, Nevada, Iowa 50201**. Once proposals have been thoroughly evaluated, the winning proposal will be presented to the City Council for action thereon.

Questions and requests for clarification to be submitted via e-mail to **thansen@cityofnevadaiaowa.org**.

The contract schedule represents the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted accordingly.

The approximate contract schedule is as follows:

Issue RFP:	Thursday August 8, 2024
Proposals Due:	Monday, September 16, 2024
Contract Award:	October 28, 2024
Project Start Date:	Immediately Following Award

**All submittals shall be addressed to: Tim Hansen, Director of Parks and Recreation
City of Nevada, Iowa
1209 6th Street
Nevada, Iowa 50201**

All responses should be clearly marked as "RFP Splash Pad." Proposals received after 4:00 PM CDT, Monday, September 16, 2024 will be returned to the firm and not considered. It will be the sole responsibility of the firm to have their responses delivered before the closing hour and date.

It is expressly understood that any costs associated with preparing a submittal shall be at the expense of the respondent.

The City of Nevada does hereby reserve the right to reject any or all proposals, to waive informalities, and to make such awards as it shall deem to be in the best interest of the City.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Amendment.** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract will be made in writing by the City Administrator.

2. **Reservations.** The City reserves the right to reject any or all proposals, to waive informalities, and to make such award as it shall deem to be in the best interest of the City.

The City reserves the right to negotiate all elements that comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. The City and the finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Firm may offer, and the City may accept revisions.

The City reserves the right to cancel any contract if there is a failure at any time to perform adequately the stipulations of these contract documents.

3. **Interpretation.** If any Bidder is in doubt as to the intent or meaning of any part of this document, he or she should contact the Director of Parks and Recreation, City of Nevada, Iowa in time to receive a written reply before submitting his or her proposal.

4. **Error in Proposals.** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the bidder's own risk, and they cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders.

5. **Governing Law.** This contract is governed by the law of the State of Iowa with venue in Story County District Court.

6. **Assignment.** The Bidder shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.

7. **Compliance with Laws.** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

8. **Conflict of Interest.** No public official and/or City employee shall have interest in any contract resulting from this RFP.

9. **Ownership of Materials.** All reports, documents, drawings, specifications, electronic data or other materials developed or discovered by Bidder or any other person engaged directly or indirectly by Bidder to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use. The Bidder shall furnish to the City, copies of all documents that were developed during services for the City and for which compensation has been received by the Bidder.

10. Proprietary Rights and Confidential Information. Bidder shall hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Bidder employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

With respect to any confidential information, the Bidder obligations of nondisclosure set forth above shall continue to apply to such information for as long after the Agreement expires or terminates, as such information remains confidential.

11. Public Records. The release of information by the City to the public is subject to Iowa Code Chapter 22 and other applicable provisions of the law relating to the release of records in the possession of the City. Bidders are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. All information submitted by a firm may be treated as public information by the City unless the bidder properly requests that information be treated as confidential and cites to applicable open records exception, in which case the City will notify the bidder of any pending public records requests to allow the bidder to seek court protection. In the event the bidder marks each page of the proposal as proprietary or confidential without adhering to the requirements of the Section, the City may reject the proposal as noncompliant.

12. Contract Documents. This Request for Proposal, Bidder's Proposal, and any Addenda to the Contract Documents, as finally negotiated, compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth. City will notify the successful Bidder. The notification of award will be accompanied by the required number of unsigned counterparts of the contract. The successful Bidder shall sign and deliver the required number of counterparts of the contract together with the required evidence of insurance coverages as called for in the proposal documents. No proposal shall be considered binding upon the City until the contract is properly executed by both parties.

13. Services. If the lowest responsive, responsible bid exceeds the budget construction cost, the City may choose to revise the project scope and/or quality as required to reduce the projected construction costs. If City chooses to proceed in this manner, the Bidder shall be responsible for all costs associated with modifying, printing and issuing the bid documents as necessary to obtain new bids.

14. Change Orders. The contract may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions of the work only by written change order fully executed by City and Firm.

If any changes are made, the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the offer; if such prices are not submitted or are not applicable, then by mutual agreement between the Firm and City. The Firm shall provide documentation and analysis of costs relating to any increase in enough detail as may be requested by the City.

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

15. Default. The City reserves the right to terminate the contract immediately in the event the Bidder fails to meet delivery or completion schedules.

16. Indemnification. The Bidder shall defend, indemnify and save harmless the City of Nevada, State of Iowa, and all its officers, employees, and insurers, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Bidder, or of any Bidder's agents, employees, Sub-consultants or suppliers in the execution of, or performance under, any contract which may result from proposal award. Bidder shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

17. Nonconforming Terms and Conditions. A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive.

18. Termination. In the event the project or contract is terminated for any reason, the Bidder shall be paid for services satisfactorily performed and unpaid reimbursable expenses incurred prior to the receipt of written notice of termination.

The contract may be terminated by either party upon fifteen (15) days written notice should the other party fail substantially to perform with its terms through no fault of the party initiating the termination.

The contract may be terminated by the City upon not less than fifteen (15) days written notice to the Firm for the City convenience and without cause.

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES PROVIDERS

The Engineer/Contractor/Vendor agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Iowa, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer, Contractor, or Vendor shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days' prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits as required by the laws of the State of Iowa.
4. Professional Liability: Not less than \$1,000,000 each claim and annual aggregate.

The Consultant shall add the City of Nevada, its officials, employees and agents as additional insured under the commercial general liability, automobile and professional policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Nevada, its officials, employees, or volunteers.

To the fullest extent provided by the laws of Iowa, the insurer shall agree to waive all rights of subrogation against the City of Nevada, its officials, employees, and volunteers for losses arising from services performed by the Contractor for the City.

Consultant shall furnish the City with certificates of insurance effecting coverage required by this clause.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before services commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Consultant shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all the requirements stated herein.

INDEMNIFICATION

To the fullest extent permitted by law the Consultant shall indemnify and hold harmless the City of Nevada, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Sub-consultant, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

In no case will the Consultant's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Nevada.

SPLASH PAD PROJECT

The City is requesting proposals from qualified firms to provide Architectural and Engineering Services for completion of the design, plans, specifications, bidding, and construction administration services for a splash pad located at the site of the current aquatic center at 1717 Fawcett Parkway. Splash pad will replace existing sand volleyball court on the west side of the facility (please see attached image).

The goal of the project is to provide the public with an accessible, inclusive, and universally designed splash pad that ensures efficient water consumption through a recirculation system with a zero-depth play area.

Upon selection, the City and selected consultant will enter into the City's standard Professional Services Agreement.

Provide Design Services

- Facilitate project kickoff meeting to understand City expectations for the project including but not limited to: features, amenities, recirculation type design, accessibility, inclusiveness, surfacing, utilities, site constraints, required permits, and project timeline
- Conduct site survey of location chosen by City
- Present site design concepts to staff
 - Determine pros and cons of location
 - Identify and present location options for the holding tank, controllers, pumps, etc.
 - Identify and present options for how splash pad can blend/tie-in to existing pool, while still being able to isolate the splash pad from the main pool so it can be used when the main pool is not open
 - Identify sidewalks needed to connect the splash pad to the existing parking lot and walkways
 - Identify shade structure locations
- Prepare site plan incorporating utilities (water, sewer, and electricity)
- After input from staff regarding site design concepts, provide a splash pad design including:
 - Approximately 2,500 – 4,000 ft of play area
 - Inclusive and multigenerational water play
 - Recirculation system
 - Electronic system to program hours of operation, automated tank filling, and automated dosing of water chemicals
 - ADA compliant
 - No standing water
 - Activated by an activator button at the splash pad
 - Designed to function without staff supervision
 - Layout that ensures there is no over spray beyond the boundaries of the drainage surface
 - Surfacing options and pros and cons of each
 - Adheres to Iowa Department of Public Health (IDPH) construction requirements and pool code

- Adheres to the Model Aquatic Health Code (MAHC) when more restrictive than IDPH Code
- Develop plans, written specifications, and construction documents for bid letting
- Review of final bids and assist the COA with selecting a contractor
- Prepare and issue addenda if necessary

Provide Construction Services

- Preconstruction Services
 - Scheduling of the preconstruction meeting, sending invitations, and providing meeting materials
 - Obtain and review the project construction schedules from the contractor(s) prior to presentation at the preconstruction meeting. The City should be provided copies of all construction schedules
 - Conduct the preconstruction meeting, prepare a detailed record of the meeting, and submit to the City and all participants
 - Provide contractor with a list of required submittals
 - Provide contractor with additional copies of construction documents as needed
- Construction Management
 - Check and monitor construction activities on a periodic basis and certify that all project work completed is in substantial compliance with the plans, specifications, and contract documents including any modifications by Change Order or otherwise, all required tests were performed, and such work is recommended for acceptance
 - Provide interpretation of plans and specifications as requested
 - Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications
 - Review all periodic and final pay requests with City staff and explanation of variation between contract and final quantities. Coordinate contractor approval and signature and submit to the City for approval
 - Present all Change Orders and Field Orders to designated City staff for approval prior to processing
 - Coordinate and meet with City staff for consultation and advice during construction to include conducting construction progress meetings
 - Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work
 - Monitor that all testing required by the specifications is performed. Review and approve all materials prepared by Subconsultants and Contractor
- Post Construction Services
 - The Consultant will schedule and conduct a final inspection with City and contractor to determine whether the project has reached substantial completion

and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient

- Consultant will prepare a punch list including the deficient items for City review and then forward to the Contractor requiring correction of the items and request a schedule for completion
- After punch list items have been completed to the satisfaction of the City, the Consultant will prepare a Certificate of Construction Acceptance for the project
- Consultant shall coordinate with Contractor to provide as built plans for the project
- Consultant shall coordinate with Contractor to assemble equipment manuals and project operation and maintenance (O&M's) manuals for the project

Outcomes

- Identify an appropriate timeline with milestones for the project with a goal to have the splash pad completed by May of 2026
- Design services shall include architectural, structural, mechanical, plumbing, and electrical
- Project phases to include design development, construction documents, bidding, and construction administration
- Bid documents are to meet the requirements of Iowa Code Chapter 26 and other City, State, and Federal regulatory requirements
- Prepare and commit to a well-designed schedule to accomplish the project
- Prepare accurate cost opinions and value engineering services at the conclusion of design development and 95% construction document phases (include what steps you take to ensure an accurate cost opinion)
- Actively and effectively facilitate interest with potential contractors prior to and including bid phase

SUBMITTALS

Project Understanding:

- Describe your understanding of the project, goals, and constraints
- Proposed timeline for completion of design through construction
- List number of site visits included in proposal

Firm's Experience and Qualifications:

Firm's Information: Submittal must show general company information including, but not limited to the following:

- Legal name of the firm
- Description of the firm
- Firm's qualifications and experience based on similar projects

Design Team Information: Submittal must show the following information including, but not limited to the following:

- Proposed team covering all disciplines including subconsultants
- Qualifications and experience of each team member related to similar projects
- Firm statement of team commitment to this project
- Design team's past experience with similar projects, experience with municipalities

References:

Reference List: Submittal must include a reference list for similar projects as proposed for the City. Provide the following information for each reference:

- Project name and address
- Basic description of project
- Budget projections vs. actual project cost
- Project timeline and your success in adhering to it
- Contact person name, title, telephone number, and email address

Fees:

Total fees should be broken out for:

- Design Services (Including plans & specifications)
- Preconstruction Services
- Bidding
- Construction Management
- Post Construction Services

PROPOSAL EVALUATION AND SELECTION

A selection committee comprised of representatives from City Departments with a vested interest will review and evaluate the submittals. The goal of the selection committee is to identify the proposal that is in the best interest of the City.

The City may elect to interview firms based on their proposals. Award of contract will be based on scores from the proposal evaluation and interview if deemed necessary. Criteria for evaluating the proposals are listed below. (Incomplete proposals will not be evaluated.)

Evaluation: Based on the following evaluation criteria, the City will award in the best interest of the city. (Not necessarily in this order).

1. Project Understanding— Project background research, understanding of project goals & constraints, knowledge of design specifications & procedures, preparation of submittal
2. Design Team— General structure of design team, use of sub-consultants, specific task assignments
3. Previous Experience— Quality of previous work, past experience with City contracts, similar project experience, experience with design requirements, work with municipalities, construction monitoring
4. Net cost
5. Responsiveness to RFP—Level of Interest and communication
6. Project Approach—Evaluation of alternatives, creativity, accuracy in cost projections
7. Proposed Schedule to Perform Work—proposed schedule for design and bidding; ability to meet schedules; feedback from references

Refusal to Consider. The City reserves the right to refuse to consider a vendor as a result of information gleaned from reference checks with previous customers.

**CONTRACT FOR
PROFESSIONAL SERVICES FOR THE SPLASH PAD PROJECT FOR CITY OF NEVADA
PARKS & RECREATION DEPARTMENT**

THIS AGREEMENT, made and entered into effective the ____ day of _____, ____, by and between the City of Nevada, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and _____, organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider").

WHEREAS, the City of Nevada has determined that certain services to be provided to the City of Nevada and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I. PURPOSE

The purpose of this Agreement is to procure for the City of Nevada certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Nevada for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II. SCOPE OF SERVICES

Provider shall provide the services set out in the City of Nevada, Iowa, Request for Proposal the Splash Pad Project Scope of Services attached hereto as Exhibit A.

The City, without invalidating the Agreement, may direct changes in the project within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the provider shall be done by written agreement signed by both parties. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the City, with the applicable compensation method and maximum authorized additional sum stated.

III. METHOD OF PAYMENT

Payment will be made upon completion of the work and acceptance by the City of Nevada. Provider shall submit an invoice upon completion of the work. The invoice shall include an itemization of the work for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Nevada, c/o City Clerk, 1209 6th Street, Nevada, Iowa 50201

IV. FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City, and the City may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V. INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Nevada, its officials, employees, or volunteers.

C. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Subcontractors/subconsultants shall furnish the City with certificates of insurance and all coverages shall be subject to all the requirements stated herein.

E. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Nevada, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

F. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Nevada.

VI. PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

VII. TERMINATION

The City of Nevada may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

VIII. INDEPENDENT CONTRACTOR STATUS

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

IX. LAWS

This contract is governed by the law of the State of Iowa with venue in the appropriate state and/or federal courts for Story County, Iowa.

X. ASSIGNMENT

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

XI. NOTICES

All notices under this Agreement shall be in writing and shall be deemed to have been served: (i) upon hand delivery; (ii) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt or (iii) if sent by Regular Mail, within seventy-two (72) hours after the notice has been deposited in the United States Post Office, postage paid. Notices shall be sent to the other party at the addresses set forth below. Either party may change its address by giving notice in writing thereof to the other party.

IF TO CITY OF NEVADA:

City of Nevada
Director of Parks and Recreation
1209 6th Street
Nevada, Iowa 50201

IF TO (Successful Firm): (Name & Address)

XII. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the City of Nevada, State of Iowa, and all its officers, employees, and insurers, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Provider, or of any Provider's agents, employees, Sub-consultants or suppliers in the execution of, or performance under, any contract which may result from proposal award. Provider shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

XIII. DURATION

This Agreement shall be in full force and effect from and after _____, ____ until completion of the Work, or, until terminated by the City of Nevada, Iowa.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.