



REQUEST FOR QUALIFICATIONS

To: Interested & Qualified Firms
From: Porter Co. Dept. of Development & Storm Water Management
Date: January 7, 2021
Subject: Porter Co. Storm Water Management Program
Annual Professional Services Agreements

1. INTRODUCTION

The Porter Co. Department of Development & Storm Water Management (Department) is responsible for the County's Storm Water Management Program, including program development, administration, and implementation; drainage and storm water management project planning, design, and construction; review of development plans for compliance with the County's storm water-related codes and ordinances; and, inspection, maintenance, repair, and enhancement of the County's valuable drainage and storm water infrastructure. This includes the inspection, maintenance, repair, construction, and reconstruction of various drainage and storm water infrastructure located across Porter Co., including streams, open drains (i.e., ditches), tiled drains, storm sewers, detention basins, and other storm water management facilities. From time to time, such responsibility dictates that the Department utilize outside resources to assist with the development, administration, and implementation of the County's Storm Water Management Program.

At this time, the Department is seeking responses to this Request for Qualifications (RFQual) from professional consultants with experience with the various tasks associated with the development, administration, and implementation of municipal storm water management programs (see the attached Professional Services Checklist & Professional Services Questionnaire for more information) and interested in assisting the Department, from time to time, with the development, administration, and implementation of the County's Storm Water Management Program.

Please note that the Department intends to award a contract to each professional consultant who successfully responds to this RFQual, as determined by the results of the consultant selection process described herein. From time to time, through the period ending January 31, 2022, such successful respondents may be contacted by the Department to provide professional services under such contracts. For performing such professional services, successful respondents will be paid in accordance with the annual hourly rate schedules established under such contracts. The scope, extent, and character of such professional services and the cost thereof shall be mutually agreed upon prior to the start of the performance of such services and established, in writing, in the form of a work order.

This RFQual contains instructions for the preparation and submittal of a response to this RFQual, as well as information about the consultant selection process that will be used to determine successful respondents and select qualified firms to assist the Department, from time to time, with the development, administration, and implementation of the County's Storm Water Management Program through the period ending January 31, 2022.

This RFQual serves as official notification that the Department is seeking the professional services described above and/or herein and is being issued to solicit a Letter of Interest, Statement of Qualifications, and other relevant information from interested and qualified firms. The submittal of such information to the Department does not guarantee that a respondent will be contracted to perform any of the professional services described above and/or herein, but shall serve as notice to the Department that the respondent desires to be considered for the award of a contract to perform such professional services.



Submittal Deadline

As described below, **all submittals must be received no later than 10:00 AM on Thursday, January 28, 2021.**

Project Manager

Michael E. Novotney, PE
County Engineer
155 Indiana Ave., Ste. 311
Valparaiso, IN 46383
P: (219) 465-3507
E: mnovotney@porterco.org

2. SUBMITTAL INSTRUCTIONS

General Instructions

In preparing a response to this RFQual, interested firms shall note the following general instructions.

1. Please present the requested information in the order listed below.
2. Please do not attach any additional forms, resumes, brochures, or other materials to your submittal, unless otherwise noted below.
3. Submittals shall be limited to (25) 8-1/2" x 11" pages.

Submittal Requirements

In response to this RFQual, interested firms shall submit the following information.

1. Letter of Interest

- a. Name of your firm, location(s) of the office(s) from which the above-described professional services will be performed, and the name of and contact information for the person authorized to negotiate on your behalf.
- b. Brief statement regarding your current familiarity with Porter County's Storm Water Management Program and Porter County's current drainage and storm water management issues and needs.
- c. Brief narrative describing your understanding of the professional services described above and/or herein.

2. Statement of Qualifications

- a. Completed Professional Services Checklist (attached).
- b. Completed Professional Services Questionnaire (attached).
- c. Summary of the personnel that would be involved in performing the professional services described above and/or herein (i.e., project team), including a brief description of their roles and responsibilities in the performance of such professional services and their experience and expertise as it relates to the performance of such professional services. If applicable, please indicate the office to which each member of the project team is assigned.
- d. Resumes for each member of the project team. Please include such resumes as an attachment to your submittal. Such attachment will not count toward the submittal page limit described above.
- e. References for at least five clients for whom you have provided professional services similar to those described above and/or herein. Please provide the client's name, client's address, person of reference, reference's phone number, reference's e-mail address, and a brief description of the professional services provided to such client.



3. Project Approach

- a. Narrative describing your approach to project management and to working with the Department during the performance of the professional services describe above and/or herein, and describing the communications procedures and other relevant techniques that will be used to coordinate with the Department.

4. Knowledge of Local Conditions

- a. Narrative describing your current familiarity with Porter County's Storm Water Management Program and Porter County's current drainage and storm water management issues and needs.

5. Additional Information

- a. Any additional information that will allow the Department to accurately evaluate your qualifications and ability to assist the Department with the development, administration, and implementation of Porter County's Storm Water Management Program.

Submittal Location

Submittals may be made electronically in .PDF format to the project manager via the e-mail address provided in this RFQual. If paper copies of your submittal will be submitted, please submit three copies, printed double-sided, to:

Porter County Department of Development & Storm Water Management
RE: Annual Professional Services Agreements (2021)
155 Indiana Avenue, Suite 311
Valparaiso, Indiana 46383

Submittal Deadline

Whether they are submitted electronically or on paper, **all submittals must be received no later than 10:00 AM on Thursday, January 28, 2021.** Any submittals received after the submittal deadline will not be reviewed. Interested firms shall be responsible for the actual delivery of submittals by the deadline indicated in this RFQual; it will not be sufficient to show that the submittal was mailed in time to be received by the deadline.

3. CONSULTANT SELECTION PROCESS

Additional information about the consultant selection process for these projects is provided below.

Step 1. Interested Firms Prepare & Make Submittals: Interested firms prepare and submit to the Department submittals in response to this RFQual in accordance with the instructions set forth herein.

Step 2. Staff Evaluates Submittals: Submittals prepared in accordance with the instructions set forth in this RFQual and received by the submittal deadline set forth herein will be evaluated by Department staff. Submittals will be evaluated according to the following criteria and scoring system:

Evaluation Criteria

LETTER OF INTEREST	5 points
Firm Information	
Knowledge of Local Conditions	
Project Understanding	
STATEMENT OF QUALIFICATIONS	45 points
Firm's Qualifications & Experience	

Porter County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, military status, genetic testing, pregnancy, sexual orientation or any other unlawful bias.



Project Team's Experience, Education & Expertise References	
PROJECT APPROACH	15 points
Project/Client Management Approach	
KNOWLEDGE OF LOCAL CONDITIONS	15 points
FIRM'S PROXIMITY TO PORTER COUNTY	15 points
SUBMITTAL FORMAT & QUALITY	5 points

The Department's evaluation will be based on the information presented in the submittals, as well as information on past project performance, information obtained from references and other entities, and such other information as may be obtained by the Department during the evaluation process.

Step 3. Consultant Selection: Qualified firms, as determined by the results of the evaluation process, will be selected to assist the Department, from time to time, with the development, administration, and implementation of the County's Storm Water Management Program through the period ending January 31, 2022.

Note that the Department intends to award a contract to each professional consultant whose submittal scores within the top five of all submittals received, based on the results of the evaluation process. Please note, however, that the Department reserves the right to make additional or fewer contract awards if, after considering the responses received, it is determined to be in the Department's best interest to do so.

The Department anticipates that such selections will be completed by Monday, February 1, 2021, and presented to and approved by the Porter County Storm Water Management Board at its Tuesday, February 2, 2021 meeting.

Step 4. Contract Negotiation: Following the completion of the consultant selection process, contracts will be negotiated with the selected qualified firms to establish contract terms and conditions and the annual hourly rate schedules associated with the performance any of the professional services described above and/or herein. The Department anticipates that the Department's standard professional services agreement (attached) will be used as the form of agreement for any contracts awarded for this project. The Department anticipates that such contracts will be presented and approved by the Porter County Storm Water Management Board at its February 2, 2021, meeting.

5. ADDITIONAL INFORMATION

Questions Regarding this RFQual

All questions regarding this RFQual should be submitted electronically to the project manager via the e-mail address provided herein no later than 10:00 AM on Tuesday, January 26, 2021. Any interpretations or clarifications considered necessary by the Department in response to such questions will be issued in the form of a "Questions and Answers" document posted to the Department's website and mailed, e-mailed, or otherwise delivered to all parties known by the Department to have received the RFQual. Questions received after the deadline may not be answered, as all "Questions and Answers" documents to be issued by the Department will be issued at least 24 hours prior to the submittal deadline in order to provide interested firms ample time to incorporate such information into their submittals.



Requests for Clarification & Additional Information/Interviews

During the evaluation process, firms may be asked to clarify their submittals and/or to submit additional information the Department may deem necessary to further evaluate the contents of their submittals.

If interviews are to be conducted, the project manager will contact each individual or firm to be interviewed to arrange such an interview. Consultants invited to interview are expected to send their project manager to the interview; other project team members are welcome to attend. Consultants should not send individuals who do not work for them and/or are not included on the project team to an interview without advance authorization by the Department.

Disclaimer

This RFQual is solely a request for information. It does not represent a contract offer from the Department nor does it confer any rights or responsibilities onto any individual or firm that provides the requested information. The Department shall not under any circumstances be responsible for any costs incurred by any individual or firm preparing and/or submitting a response to this RFQual.

Right of Rejection

The Department reserves the right to reject any and all submittals received in response to this RFQual, should such course of action be determined to be in the best interest of the projects. The Department is not obligated to enter into a contract on the basis of any submittal made in response to this RFQual and may cancel this consultant selection process at any time if such course of action be determined to be in the best interest of the projects.

6. ATTACHMENTS

1. Professional Services Checklist
2. Professional Services Questionnaire
3. Professional Services Agreement

**Porter Co. Department of Development & Storm Water Management
Storm Water Management Program
Professional Services Checklist**

Please complete the following checklist to indicate your experience with the various tasks associated with the development and implementation of municipal storm water management programs and listed below. Please see the accompanying Professional Services Questionnaire for additional descriptions of the various tasks listed below.

1. Investigation/Study Phase Services

- a. Drainage/Storm Water Management Planning
- b. Watershed Planning
- c. Desktop Assessment
- d. Field Investigation
- e. Preliminary Hydrologic & Hydraulic Modeling
- f. Preliminary Water Quality Modeling

2. Design Phase Services

- a. Topographic Surveying
- b. Geotechnical Investigation
- c. Easement Preparation
- d. Utility Coordination
- e. Wetland Delineation
- f. Environmental Permitting
- g. Hydrologic & Hydraulic Modeling
- h. Plans & Specifications

3. Bid Phase Services

- a. Bid Phase Services

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4. Construction Phase Services

- a. Construction Administration
- b. Construction Observation

5. MS4 Program Services

- a. Public Education & Outreach
- b. Public Participation & Involvement
- c. Illicit Discharge Detection & Elimination
- d. Construction Runoff Control
- e. Post-Construction Runoff Control
- f. Municipal Pollution Prevention & Good Housekeeping
- g. Monitoring, Recordkeeping & Reporting

6. Plan Review Services

- a. Plan Review

7. Inspection Services

- a. Drainage and/or Storm Water Infrastructure Inspection
- b. Structural Inspection

8. Other Services

- a. Other

**Porter Co. Department of Development & Storm Water Management
Storm Water Management Program
Professional Services Questionnaire**

Please complete the following questionnaire to describe your experience with the various tasks associated with the development and implementation of municipal storm water management programs and listed below. Submit your response to this questionnaire as an attachment to this questionnaire.

1. Investigation/Study Phase Services

- a. Drainage/Storm Water Management Planning
 - Briefly describe your experience with the development of drainage and/or storm water management plans at the site, subdivision, and/or subwatershed (i.e., 1-10 sq. mi.) scale.
- b. Watershed Planning
 - Briefly describe your experience with the development of watershed plans, particularly those addressing the US EPA's nine minimum elements, at the subwatershed (i.e., 1-10 sq. mi.) scale or larger.
- c. Desktop Assessment
 - Briefly describe your experience with the review of drainage and/or storm water management related data at the desktop, including available reports, mapping, construction plans/as-built plans/record drawings, and/or geographic information system data.
- d. Field Investigation
 - Briefly describe your experience with the investigation of drainage and/or storm water management related issues in the field, including drainage problem investigation and drainage and/or storm water infrastructure identification, inspection, and assessment.
- e. Preliminary Hydrologic & Hydraulic Modeling
 - Briefly describe your experience with the development of preliminary hydrologic and hydraulic models to support the development of drainage and/or storm water management plans at the site, subdivision, and/or subwatershed (i.e., 1-10 sq. mi.) scale and/or further evaluate drainage and/or storm water management related issues.
 - Please indicate the hydrologic and hydraulic modeling programs you typically use for such purposes.
- f. Preliminary Water Quality Modeling
 - Briefly describe your experience with the development of preliminary water quality models to support the development of watershed plans, particularly those addressing the US EPA's nine minimum elements, at the subwatershed scale (i.e., 1-10 sq. mi.) or larger.
 - Please indicate the water quality modeling programs you typically use for such purposes.

2. Design Phase Services

- a. Topographic Surveying
 - Briefly describe your experience with performing topographic surveying to collect information used in the design of drainage and/or storm water management system improvements.
- b. Geotechnical Investigation
 - Briefly describe your experience with performing investigations of subsurface conditions to collect information used in the design of drainage and/or storm water management system improvements.

- c. Easement Preparation
 - Briefly describe your experience with conducting legal records research, preparing legal descriptions, and preparing exhibits to support the acquisition of drainage easements in the implementation of drainage and/or storm water management system improvements.
- d. Utility Coordination
 - Briefly describe your experience with conducting utility coordination, including identifying utilities, conducting field investigations, identifying utility conflicts, notifying affected utilities, conducting utility coordination meetings, and reviewing utility conflict resolution plans, in the implementation of drainage and/or storm water management system improvements.
- e. Wetland Delineation
 - Briefly describe your experience with the identification, delineation, and determination of wetlands and wetland jurisdictional boundaries in the implementation of drainage and/or storm water management system improvements.
- f. Environmental Permitting
 - Briefly describe your experience with the interpretation of federal, state, and local environmental regulations applicable to drainage and/or storm water management system improvements.
 - Briefly describe your experience with preparing permit applications and other materials necessary to acquire federal, state, and local environmental authorizations needed to support the implementation of drainage and/or storm water management system improvements.
- g. Hydrologic & Hydraulic Modeling
 - Briefly describe your experience with the development of hydrologic and hydraulic models to provide a basis of design for drainage and/or storm water management system improvements.
 - Please indicate the hydrologic and hydraulic modeling programs you typically use for such purposes.
- h. Plans & Specifications
 - Briefly describe your experience with the development of construction plans and technical specifications describing the scope, extent, and character of drainage and/or storm water management system improvements.
 - Please indicate the computer aided design (CAD) programs you typically use for such purposes.
 - Briefly describe your experience with the development of opinions of probable cost for drainage and/or storm water management system improvements.

3. Bid Phase Services

- a. Bid Phase Services
 - Briefly describe your experience with assisting clients during the bid phase, including advertising and obtaining bids, facilitating pre-bid meetings, issuing addenda, and evaluating bids and bidders.

4. Construction Phase Services

- a. Construction Administration
 - Briefly describe your experience with providing construction administration services, including facilitating pre-construction conferences, reviewing submittals, responding to

requests for information, conducting periodic observation, and reviewing applications for payment, during the construction of drainage and/or storm water management system improvements.

- b. Construction Observation
 - Briefly describe your experience with providing construction observation services, including conducting regular observation, determining whether the work is proceeding in accordance with the contract documents, documenting progress on the work, measuring completed work, and serving as liaison between the parties, during the construction of drainage and/or storm water management system improvements.

5. MS4 Program Services

- a. Public Education & Outreach
 - Briefly describe your experience with assisting municipal storm water management programs achieve compliance with the public education and outreach requirements of 327 IAC 15-13.
- b. Public Education & Outreach
 - Briefly describe your experience with assisting municipal storm water management programs achieve compliance with the public participation and involvement requirements of 327 IAC 15-13.
- c. Illicit Discharge Detection & Elimination
 - Briefly describe your experience with assisting municipal storm water management programs achieve compliance with the illicit discharge detection and elimination requirements of 327 IAC 15-13.
- d. Construction Runoff Control
 - Briefly describe your experience with assisting municipal storm water management programs achieve compliance with the construction runoff control requirements of 327 IAC 15-13.
- e. Post-Construction Runoff Control
 - Briefly describe your experience with assisting municipal storm water management programs achieve compliance with the post-construction runoff control requirements of 327 IAC 15-13.
- f. Municipal Pollution Prevention & Good Housekeeping
 - Briefly describe your experience with assisting municipal storm water management programs achieve compliance with the municipal pollution prevention and good housekeeping requirements of 327 IAC 15-13.
- g. Monitoring, Recordkeeping & Reporting
 - Briefly describe your experience with assisting municipal storm water management programs achieve compliance with the monitoring, recordkeeping, and reporting requirements of 327 IAC 15-13.

6. Plan Review Services

- a. Plan Review
 - Briefly describe your experience with performing review of construction plans and other materials for compliance with local drainage and/or storm water management related codes and ordinances.
 - Please indicate your familiarity with Porter County's Erosion and Sediment Control Standards.

- Please indicate your familiarity with Porter County's Storm Water Management Standards and Storm Water Design Manual.
- Please indicate your familiarity with Porter County's Design and Construction Standards & Specifications.

7. Inspection Services

- a. Drainage and/or Storm Water Infrastructure Inspection
 - Briefly describe your experience with identifying, inspecting, and assessing drainage and/or storm water infrastructure, including culverts, storm sewers, storm sewer structures, detention facilities, ditches, and streams.
- b. Structural Inspection
 - Briefly describe your experience with conducting structural review and inspection of minor and miscellaneous structures, including culverts, head walls, wing walls, and retaining walls.

8. Other Services

- a. Other
 - Briefly list and describe your experience with other services related to the development and implementation of municipal storm water management programs and/or the inspection, maintenance, repair, construction, and/or reconstruction of drainage and/or storm water infrastructure that may benefit the Department.

PROFESSIONAL SERVICES AGREEMENT
between the
**PORTER CO. DEPARTMENT OF DEVELOPMENT &
STORM WATER MANAGEMENT**
and
[NAME OF SUCCESSFUL RESPONDENT]
for
PROFESSIONAL SERVICES
related to
PORTER CO. STORM WATER MANAGEMENT PROGRAM
FEBRUARY 1, 2021 – JANUARY 31, 2022

This is an AGREEMENT, by and between the PORTER COUNTY DEPARTMENT OF DEVELOPMENT & STORM WATER MANAGEMENT, 155 Indiana Ave., Ste. 311, Valparaiso, Indiana 46383 (hereinafter called DEPARTMENT) and [SUCCESSFUL RESPONDENT], [SUCCESSFUL RESPONDENT'S ADDRESS] (hereinafter called CONSULTANT).

PURPOSE

DEPARTMENT is responsible for Porter County's Storm Water Management Program, including program development, administration, and implementation; drainage and storm water management project planning, design, and construction; review of development plans for compliance with the County's storm water-related codes and ordinances; and, inspection, maintenance, repair, and enhancement of the County's valuable drainage and storm water infrastructure. This includes the inspection, maintenance, repair, construction, and reconstruction of various drainage and storm water infrastructure located across Porter County, including streams, open drains (i.e., ditches), tiled drains, storm sewers, detention basins, and other storm water management facilities. From time to time, such responsibility dictates that DEPARTMENT utilize outside resources to assist with the development, administration, and implementation of Porter County's Storm Water Management Program.

At this time, DEPARTMENT wishes to engage CONSULTANT to provide professional services related to the development, administration, and implementation of Porter County's Storm Water Management Program.

In general, under this AGREEMENT, for the period February 1, 2021, through January 31, 2022, CONSULTANT will assist DEPARTMENT with various tasks associated with the development, administration, and implementation of Porter County's Storm Water Management Program.

SCOPE OF SERVICES

From time to time, during the period February 1, 2021, through January 31, 2022, CONSULTANT may be contacted by DEPARTMENT to assist with various tasks associated with the development, administration, and implementation of Porter County's Storm Water Management Program. The scope, extent, and character of such activities will vary from project to project and may include, but shall not be limited to, program development, administration, and implementation; drainage and storm water management project planning, design, and construction; review of development plans for compliance with the County's storm water-related codes and ordinances; and, other activities involving the inspection, maintenance, repair, and enhancement of the County's valuable drainage and storm water infrastructure. The general scope, extent, and character of such activities shall be mutually agreed upon prior to the start of each activity and established, in writing, in the form of a work order.

COMPENSATION

1. CONSULTANT agrees to provide the professional services named in the scope(s) of services described above. The cost of such professional services shall be mutually agreed upon prior to the start of each activity and established, in writing, in the work order. Such costs shall be established in accordance with CONSULTANT'S compensation schedule (i.e., hourly rate schedule), which is hereby incorporated herein and made a part of this AGREEMENT (EXHIBIT A).

2. For providing such professional services, DEPARTMENT agrees to pay CONSULTANT up to the mutually agreed upon cost of such professional services.
3. CONSULTANT shall invoice DEPARTMENT on a monthly basis for services rendered and direct costs (e.g., mileage) incurred under this AGREEMENT. Invoices shall be itemized by project and task and shall show the number of hours and direct costs (e.g., mileage) associated with each project and task. Fees and direct costs (e.g., mileage) billed by CONSULTANT shall be in accordance with CONSULTANT'S compensation schedule (i.e., hourly rate schedule) (EXHIBIT A). DEPARTMENT shall pay invoices within 30 days of receipt and approval of such invoices.

SCHEDULE

The project schedule(s) associated with the activities conducted hereunder will vary from project to project and shall be mutually agreed upon prior to the start of each activity and established, in writing, in the work order(s).

CONSULTANT'S work shall proceed according to the project schedule(s) established within the work order(s).

DEPARTMENT'S RESPONSIBILITIES

1. DEPARTMENT shall identify the scope, extent, and character of the activities to be performed under this AGREEMENT and shall verify that CONSULTANT has a complete understanding of such activities prior to the start of such activities.
2. DEPARTMENT shall provide CONSULTANT with all available information reasonably required to perform the activities to be performed under this AGREEMENT.
3. DEPARTMENT shall provide CONSULTANT with all access reasonably required to performed the activities to be performed under this AGREEMENT.

TERMS AND CONDITIONS

1. DEPARTMENT may, if agreed to by CONSULTANT, make changes to the scope of services, by written AMENDMENT to this AGREEMENT, provided that such changes fall within the general scope, extent, and character of this AGREEMENT. CONSULTANT shall not reasonably reject any such changes to the scope of services provided that such changes are in the best interest of the project. If such changes cause an increase or decrease in the total project cost or in the amount of time required to complete the project, DEPARTMENT and CONSULTANT shall agree to an adjustment of the project fee and/or project schedule prior to execution of an AMENDMENT. Adjustment of the project fee shall be based on the estimated change in the number of staff hours and/or direct costs (e.g., travel costs) required to complete the project. Adjustment of the project schedule shall be based on the estimated change in the schedule required to complete the project. CONSULTANT will not be compensated for any services rendered or costs incurred on tasks that are not included in the scope of services without the execution of an AMENDMENT covering such tasks.
2. DEPARTMENT may, at any time, terminate this AGREEMENT, in whole or in part, by providing CONSULTANT with ten days written notice of such termination. Likewise, CONSULTANT may, at any time, terminate this AGREEMENT, in whole or in part, by providing DEPARTMENT with ten days written notice of such termination. Upon termination of all or part of the AGREEMENT, DEPARTMENT will assume responsibility for services rendered and costs incurred by CONSULTANT prior to written notification of such termination. Any and all services or deliverables provided during or resulting from work performed under this AGREEMENT shall become the property of DEPARTMENT.
3. CONSULTANT shall maintain insurance coverage for General, Automobile, Professional, Workers Compensation, and Employer's Liability in amounts in accordance with generally accepted legal and business requirements. Certificates evidencing such coverage shall be provided to DEPARTMENT upon request.

4. CONSULTANT agrees to indemnify and hold harmless Porter County, its agents, representatives, successors, and assigns, from any and all lawsuits, claims, demands, liabilities, losses, and expenses which may arise or which may be alleged to have arisen out of CONSULTANT'S negligence in connection with work covered by this AGREEMENT.
5. This AGREEMENT shall not be assigned, altered, or modified without the express written consent of both DEPARTMENT and CONSULTANT, except as provided for in paragraphs 1 and 2 above. This AGREEMENT supersedes any and all other agreements, oral or written, between DEPARTMENT and CONSULTANT hereto with respect to the subject matter hereof.
6. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either DEPARTMENT or CONSULTANT. Services performed by CONSULTANT under this AGREEMENT are being performed solely for DEPARTMENT'S benefit, and no other entity shall have any claim against CONSULTANT because of this AGREEMENT or the performance of work hereunder.
7. If any term or condition of this AGREEMENT, or the application thereof to any project, shall be invalid or unenforceable, the remainder of the terms and conditions shall remain valid and enforceable.
8. This AGREEMENT shall be governed by and construed according to the laws of the State of Indiana.

NOTICES AND COMMUNICATION

All notices and communications given to either PARTY by the other relative to this AGREEMENT shall be addressed to such PARTY as follows:

TO DEPARTMENT: Porter Co. Department of Development & Storm Water Management
 155 Indiana Ave., Ste. 311
 Valparaiso, IN 46383
 ATTN: Michael E. Novotney, PE

TO CONSULTANT: [SUCCESSFUL RESPONDENT]
 [SUCCESSFUL RESPONDENT'S ADDRESS]
 [SUCCESSFUL RESPONDENT'S CITY, STATE, ZIP]
 ATTN: [SUCCESSFUL RESPONDENT'S PRIMARY CONTACT]

APPROVALS

IN WITNESS WHEREOF, DEPARTMENT and CONSULTANT have caused this AGREEMENT to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

This Agreement will be effective on the date on which the agreement is signed by the last of the two parties to sign the Agreement, but not later than February 1, 2021, the earliest of which shall be the effective date of the Agreement.

DEPARTMENT:
PORTER CO. STORM WATER MANAGEMENT
BOARD

CONSULTANT:
[SUCCESSFUL RESPONDENT]

Date: _____

Date: _____

By: Jeff Good

By: _____

Title: County Commissioner

Title: _____

By: Laura Blaney

Title: County Commissioner

By: Jim Biggs

Title: County Commissioner

(If Consultant is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: Kevin Breitzke

Title: County Surveyor

Address for giving notices:
Porter Co. Dept. of Development & Storm Water
Management
155 Indiana Ave., Ste. 311
Valparaiso, Indiana 46383

Address for giving notices:

