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**BILL NO. S-13-10-17**

SPECIAL ORDINANCE NO. S-94-13

AN ORDINANCE approving CONSULTING AGREEMENT FOR THE FORT WAYNE RIVERFRONT DEVELOPMENT STUDY between SWA GROUP and the City of Fort Wayne.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That the CONSULTING AGREEMENT FOR THE FORT WAYNE RIVERFRONT DEVELOPMENT STUDY (a Legacy Project) by and between SWA GROUP and the City of Fort Wayne, Indiana, is hereby ratified, and affirmed and approved in all respects, respectfully for:

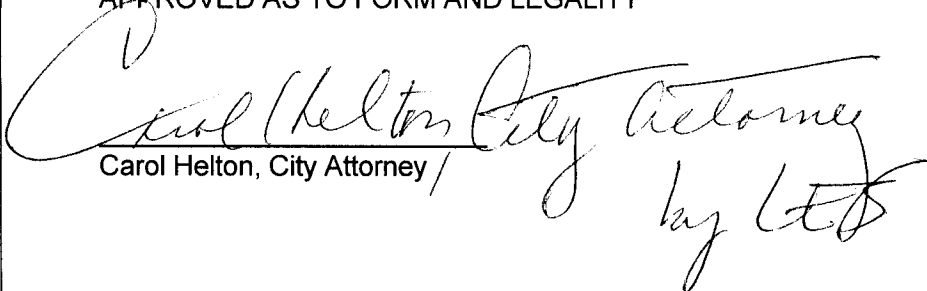
All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Professional Planning and Design Consulting Services in connection with the Fort Wayne Riverfront Development Planning Study:

involving a total cost of FOUR HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$499,500.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Council Member

APPROVED AS TO FORM AND LEGALITY

  
Carol Helton, City Attorney / by LTB

16 October, 2013

**City of Fort Wayne**

Department of Planning and Policy  
200 East Berry Street, Suite 320  
Fort Wayne, IN 46802

Attention: **Ms. Pam Holocher**, AICP  
Deputy Director Community Development

Subject: **Consulting Agreement for the Fort Wayne Riverfront Development Plan**  
SWA Project #: CFWS301

Dear Ms. Holocher:

We are pleased to submit the following proposal for Professional Planning and Design Consulting Services in connection with the Fort Wayne Riverfront Development Planning Study. This Agreement is by and between SWA Group ("SWA"), a California corporation, and the City of Fort Wayne, Indiana ("Client").

**I. SCOPE OF SERVICES**

**A. Approach Statement**

1. For the study area as indicated in Attachment 'A' - Limit of Work below, SWA and our sub-consultant team shall prepare a series of studies and documents as later described which will define the physical and economic development objectives for the proposed open spaces, natural systems, streets and land parcels within.
2. The objective of these services is to provide site analysis and a phased development plan for the River District in four (4) stages of work over a twelve (12) month period including the following:
  - Stage 1.0 - Data Gathering / Research / Assessment / Site Analysis / Stakeholder Interviews
  - Stage 2.0 - Technical Studies: Market Analysis / Ecology + Habitat / Hydrological + Flood Mitigation
  - Stage 3.0 - Preliminary Development Plan: Land Use / Massing / Image + Character / Landscape
  - Stage 4.0 - Final Master Plan: Illustrative Plan / Renderings / Final River District Master Plan Report



## **Stage 1.0: Data Gathering / Research / Assessment / Site Analysis / Stakeholder Interviews**

*(Month 1 and 2)*

This stage of work involves project mobilization, data gathering, analysis and project-related coordination with the Client and the consultant team to establish the goals and objectives of the development plan, facilitate meetings and interviews with the project participants including City Staff, Project Steering Committee and Riverfront Advisory Committee (RAC) and project stakeholders as identified by the City. In order to keep schedule and travel expenses to a minimum, the travel for the consultant team and face-to-face work sessions in this stage between SWA and the Client team in Fort Wayne have been limited to one (1) total - a Project Kick-Off Meeting, Study Area Investigation and Site Visit. Additional "virtual meetings" can be accommodated via WebEx - an online meeting tool as hosted by SWA.

### **Task 1.1 – Team Mobilization and Initial Work Session Preparation** by SWA / Consultant Team

- Assemble / research various data sets and past reports as provided by the Client in order to gain an understand of previous work efforts prior to the initial work session in Fort Wayne
- Collect benchmark data (image, character, scale, etc.) of comparable projects as designed by SWA and others
- Prepare materials (base maps, initial diagrams, images, etc.) for the kick-off work session

### **Task 1.2 – Trip #1: Project Kick-Off Meeting, Study Area Investigation and Work Session**

*A three (3) day work session in Fort Wayne with Client. SWA will provide two (2) designers*

- Visit the study area and obtain photographic coverage of key locations
- Review essential components of Client-provided base information including but not limited to: *Blueprint (2002), Blueprint PLUS (2005), Plan-It Allen Comp Plan (2007) and North River Now (2007).*
- Meet with Client to confirm project goals and objectives, including the following:
  - a) Planning, design and development vision;
  - b) Financial expectations and limitations;
  - c) Development objectives with respect to other projects in the region;
  - d) Location and distribution of land uses;
  - e) Land use prototypes, including the type and expected character of private and public projects;
  - f) Construction phasing;
  - g) Government restrictions on the land (local, state and federal);
  - h) Hone the project schedule and deliverables.
- Meet with City Staff, Internal Team and Riverfront Advisory Committee (RAC)
- Interview appropriate Project Stakeholders including land owners, business owners and other key individuals.
- Meet with the project Sub-Committees including the following:
  - a) Architectural, Cultural, Historical, Archaeological
  - b) Recreation and Parks
  - c) Environmental, Utilities, Ecology, Water Quality, Flooding, Flood Implications and Water Level Control
  - d) Transportation, Accessibility and Connectivity
  - e) Housing
  - f) Economic, Downtown, Retail
  - g) Outreach, Identity and Branding
  - h) Regulatory



- Discuss various guiding principles and development strategies with Client group
- Coordinate with City Staff and 'Empower Results' to create a public outreach / participation plan
- Establish communications protocols between SWA, City staff, Empower Results and sub-consultants
- Develop list of other data to collect from local agencies or other sources
- Obtain Client approval to proceed with the next work task

### **Task 1.3 – Site Analysis / Contextual Analysis**

#### **Kick-off meeting follow-up**

Following the project kick-off meeting and initial work sessions, the consultant team will procure additional data from the Client and local agencies, prepare base sheets suitable for use in the site analysis and master planning work. Development regulations and restrictions for the study area will be assessed and documented for use by the design team.

#### **a) Site Analysis**

- i) Document in graphic and written form the existing environmental, cultural, economic and political factors that will affect development of the study area. A summary analysis report will be prepared which identifies the key factors that will need to be addressed in the development of the Master Plan for the property.
- ii) Prepare Site Analysis diagrams and written material as appropriate which summarize factors which will likely have an influence on development of the project;
- iii) Prepare a Summary Site Analysis Map which summarizes the opportunities, constraints and most relevant influences on the development of the property;

#### **b) Contextual Analysis**

- i) The context analysis relates future development of the site to that of the surrounding area. Essential and significant linkages will be studied considering that the area should develop as an integral part of the broader community, while its essential character is maintained.
- ii) Transportation and Land use - The Consultants will undertake a context analysis of the project site to determine its relationships with adjoining areas, regarding the location of land use and transportation both existing and planned. The work will encompass investigations into land uses, traffic they generate and improved connections with major road network and evaluate access options for employees, residents, visitors and other users.
- iii) Utilities - The Consultants will assemble available data and mapping related to the existing and planned primary and secondary utility systems, levels of consumption where applicable, adopted standards of provision and any relevant information that will assist in evaluating and planning the systems.
- iv) In addition, the Consultants will collect information on on-going and committed projects and review previous studies/reports.



- v) The Consultant Team will also undertake all necessary investigations with the relevant City Departments concerning existing offsite infrastructure services, which may require significant alterations or expansion as a result of the development.

#### **Task 1.4 – Community Outreach / Public Participation Strategy**

SWA understands that the City intends to retain the services of a community outreach specialist to assist the consulting team in the public participation component of the planning process. This entity will work with SWA and the City to design a robust and engaging program to give interested citizens the opportunity to provide meaningful input to the proposed design and recommendations. Assist the City in the development of a project web site with a comment section, targeted outreach using a variety of tools as well as team presentations at evening meetings. The consultant will assist with the strategy and meeting planning and SWA will lead the discussion at the events. Three (3) public meetings will be held during the course of the planning study, and will be coordinated to occur when the design team is in Fort Wayne in order to minimize travel expenses. SWA will coordinate with Empower Results so that the two public meetings that Empower Results holds will occur between the Public Meetings 1 and 2 as facilitated by SWA.

#### **Stage 1.0 Work Products**

- ***Background Data Summary:*** A list of critical issues, elements and recommendations as identified in the previous studies, background information and data sets as relevant to the development plan.
- ***Meeting / Interview Minutes:*** A summary of significant conversation points and critical issues as gathered and recorded as a part of the meetings attended and interviews facilitated while in Fort Wayne.
- ***Site Analysis Document:*** A series of diagrams indicating the physical and legal opportunities and constraints of the property, both natural site features as well as man-made features.
- ***Contextual Analysis Summary:*** A compilation of the data and information gathered as well as observations of the study area and the impacts of downtown and the surrounding neighborhoods.
- ***Public Participation Plan:*** A detailed plan to engage the community in a variety of methods throughout the planning process, including three (3) public meetings to occur on weeknights when the design team is in town.

#### **Stage 2.0 - Technical Studies:**

##### **Market Analysis / Ecology + Habitat / Hydrological + Flood Mitigation / Utility Infrastructure / Programming and Alternative Development Diagrams**

*(Month 3 and 4)*

#### **Task 2.1 - Market Analysis** by Market Feasibility Advisors (Led by Dan Martin - MFA)

##### **2.1.1 Retail / Entertainment Study**

- a) Review relevant prior studies and master plans prepared by others. Conduct up to five (5) interviews with retailers, business owners (especially those with operations on or close to the river like local restaurateurs), civic groups and

property owners, to gain an understanding of challenges facing the study area. Focus groups will be asked about trends, challenges and opportunities in the downtown, from their perspective.

b) Define the market areas that can be served by the riverside district and downtown Ft. Wayne. Profile them in depth demographically and by current and potential retail and entertainment expenditures.

c) Complete a detailed retail market demand analysis for the riverside and downtown area resident (Ft. Wayne area) and potential inbound tourism by retail type.

d) Based upon the findings from the above analysis, we will work with the team to develop a market-based retail plan for the riverside area coordinated with the downtown commercial district to improve its retail market share and to become more appealing to leading retailers and restaurants.

e) Prepare a general retail merchandising plan for the riverside commercial district that illustrates market-based locations for restaurants, entertainment uses, retailers and potential junior anchors.

### **2.1.2 Residential Study**

a) A summary inventory of the current downtown residential market will be undertaken.

b) Major apartment units in the market's central area will be surveyed to determine the total number of units, average rental prices, number of bedrooms, current number of units available and amenities offered.

c) Local real estate and leasing agents will be contacted to determine the continued demand for residential units in the identified study area, specifically inquiring about any shortages or unmet needs in the area. Additionally they will be asked about whether and how current riverside residents use the river frontage and whether they believe that additional retail, restaurant and recreational amenities would impact sales. If so, what do they believe would make the most impact and why.

d) Detailed demographic analysis will be made of the existing residential areas along the rivers edge to best understand who is now drawn to live in this area. Demographic data, including population and household trends, will be evaluated for downtown and near-in neighborhoods along the rivers.

e) Projected population growth for the identified communities, focusing on the types of households most likely to locate in the riverside district, will be obtained from both national and local sources to help determine future residential demand for the products (condominium, apartment units and single-family homes) in the identified markets.

f) Local government agencies will be contacted to determine the number of residential units planned in the market, estimated asking price and timing when the units are projected to be built and sold. Actual building permit data will also be collected to verify past growth over the past two years, as well as those units currently under construction. Coordinate with the Economic Development Subcommittee to determine if any new major commercial growth is expected that will spur new economic growth in the area.



g) Project the number of additional supportable units that should be provided to be competitive in the market. We will also determine the expected absorption rate for the recommended housing. Develop general strategies and best practices that can be implemented to improve the housing market and outlining priorities for developing housing in the study area.

### **2.1.3 River District Recreation Study**

- a) Review relevant prior studies and master plans prepared by others, especially recent work in this area. Five to ten similarly sized cities with well-equipped (recreationally) waterfronts will be profiled to see what can be learned from their experience. Coordinate with Parks Sub-committee to gather information and conduct up to five (5) interviews with parks and recreation providers, and river district recreational experience concessionaires to gain an understanding of challenges facing the study area. Interview subjects will be asked about trends, challenges and opportunities in the downtown, from their perspective.
- b) Define the recreational market areas that can be served by the riverside district (likely to be similar if not identical to areas defined in the retail/entertainment analysis). Profile them in depth demographically and by current and potential retail and entertainment expenditures.
- c) Complete a recreational market demand analysis for close –in residents, the riverside and downtown area, metro area residents, and potential inbound tourism by type or recreation. Present finding in a seasonal array with potential user volumes so their potential impact on area retail and restaurants can be discerned.
- d) Based upon the findings from the above analysis, identify a number of recreational development options for the riverfront. Share work documentation or bullet points on best practices learned from other waterfront areas.

### **2.1.4 Financing and Public / Private Joint Ventures**

MFA consultants will work closely with others on the SWA Team to identify the opportunities for public/private joint development ventures in the SWA planning process and what are likely to be the key factors essential to and contributing to the success of these ventures. In addition, MFA will identify financing opportunities for key plan elements from local, state and national programs as the final plan nears completion by the SWA Team. This information about potential financing opportunities and the handicapping of likely financing for all major proposed elements and initiatives will help structure phasing in the final plan.

### **2.1.5 Economic & Fiscal Impact**

MFA will complete an economic and fiscal impact assessment of each of the development phases outlined in the final SWA plan. The economic impact analysis will indicate direct, indirect, and induced employment impacts by industry. The fiscal impact analysis will project city, county and state tax impacts that may result from the development. These projections will be detailed enough to support policy decisions but be too preliminary for TIF or similar analyses as the final investment levels for each of the proposed components and key operational factors will not yet be known. The economic impact analysis will be developed using data (multipliers) purchased from IMPLAN. The basic model, including multiplier assumptions, used in the projections will be conveyed to the client.



**Task 2.1 Work Product:**

Summary report for Retail, Entertainment, Residential, Recreation Market Studies, Financing Strategies, Potential Funding Sources, Public-Private Partnerships and the Economic & Fiscal Impact Statement. Share work documentation gathered for these tasks.

**Task 2.2 - Ecological, Habitat and Related Studies**

(Led by Keith Bowers and Tom Denbow at BioHabitats)

Biohabitats will provide baseline ecological information and recommendations about how to maximize existing opportunities to integrate ecological resiliency into the Comprehensive Riverfront Development plan. The baseline ecological screening survey for the Comprehensive Riverfront Development will include three tasks:

**2.2.1 Data Gathering / Research / Investigation / Assessment** (including stakeholder interviews)

A. Biohabitats will coordinate with other consultants and City staff to collect and review readily available existing planning studies, reports, modeling, programs, maps (USDA Soil Survey Maps, National Wetlands Inventory Database, historic water levels and flood information, etc.) and policy initiatives related to the geomorphology, hydrology & hydraulics, sediment transport; landscape ecology, invasive species (flora and fauna) along with the biology, ecology and water quality of the rivers and their associated riparian areas. Share work documentation gathered for these tasks with SWA and City Staff.

B. Biohabitats will provide questions to the SWA team for use in their interviews with city personnel, regulatory agency personnel and community stakeholders regarding watershed and river management issues related to flooding, water quality, riverbank erosion and stabilization, sediment transport, fisheries and aquatic biology, riparian ecology, brownfields, stormwater, wastewater and illicit discharges, land management practices and regulatory issues.

**2.2.2 Study Elements** (including ecological and habitat studies listed below)

A. Biohabitats will supplement the information collected in Phase A by performing a two-day field inventory of aquatic, terrestrial and nearshore conditions to categorize river morphology, in-stream substrate, riverbank stability, vegetation communities, soil properties, aquatic and riparian habitat, along with urban infrastructure including storm drain outfalls, in-stream and bank stabilization structures, along with other observed features that influence the ecological integrity of the river and its associated riparian zone. The field inventory will be based on visual observations and limited in situ measurements. Biohabitats will coordinate with environmental sub-committee and share work documentation gathered for these tasks.

B. Field information will be mapped and documented in the Summary Report Ecological Report.



**2.2.3 Master Plan Framework** (including recommendations on integration of urban elements with natural systems)

A. Biohabitats will perform an analysis of the information collected during the data collection and field inventory work efforts. The analysis will identify and document (through mapping, diagrams, etc.) flooding, stormwater discharges, ecological resources, patterns, relationships, and processes that influence the overall health and resiliency of the river. Biohabitats will interface with other team members to integrate into the analysis opportunities for green infrastructure, environmental education, community engagement and adaptive management of the corridor. The analysis will examine approaches on how to integrate and reinforce ecological assets into riverfront development strategies along with identifying methods to restore degraded ecological resources to create a dynamically resilient system. The analysis will be captured in a series of map overlays.

B. Biohabitats will prepare a 4-6 page Summary Ecological Report that captures the data collection and review, interviews, field inventory and analysis; articulates a set of ecological conservation and restoration goals; and documents a framework for achieving those goals and examples of success from other parts of the Country.

**2.2.4 Final Master Plan** (including strategies and recommendations for flora, fauna, habitat, LID, maintenance, etc.)

A. Biohabitats will collaborate with the master planning team during the site visits associated with the Meetings in Task 4, to develop strategies and plan recommendations to conserve natural resources, restore ecological processes and regenerate ecological resiliency along the riverfront corridor that support the overall Riverfront Development Study goals and community desires. These strategies and recommendations will focus on aquatic and riparian habitat enhancement, riparian vegetation management, riverbank stabilization, integration of storm water management low impact development best management practices, urban biodiversity, living infrastructure, environmental education and community engagement.

B. Biohabitats will review and mark-up draft master plans, sketches and diagrams.

**Task 2.2 Work Products**

- Bibliography and Interview Documentation Memo
- Summary Ecological Report
- Sketches, precedent images, diagrams, etc. to support the strategies and recommendations for the master plan (assumes SWA will prepare final graphics).
- Up to three concepts plans and preliminary cost estimates.



**Task 2.3 Hydrological, Flood and Related Studies** (led by Tim Reid at Moffatt Nichol)

**Task 2.3.1 - Hydrological and Flood Analysis**

- a) The Consultants will collect and review data relating to the Project area from the Hydrological point of view, prepare and specify any additional hydrological investigations required and present an initial outline assessment of the anticipated impact of the Project on the surface water regime.
- b) Observe shoreline conditions and shoreline stabilization structures within the study area to assess how its conditions may be affected by flooding, pedestrian access, and waterside recreational use considerations in the Riverfront Plan.
- c) Evaluate proposed land and waterside elements to assess impacts on flooding. Opportunities to modify topography within the study area will be assessed during this stage. M&N will modify existing FEMA or City developed hydraulic models to assess impacts to flood elevations and floodplain limits for specific recurrence interval flood events. Evaluate implementation of CSO and storm water management strategies within the context of the riverfront plan. Evaluate potential effects of topographic modifications and potential opportunities for flood hazard mitigation.
- d) Evaluate impact of dams in river models from a flood and water quality perspective.
- e) Review water quality modeling when it becomes available to assess impact of Riverfront projects.

**Task 2.3.1 Dependencies / Special Conditions**

Analysis of sedimentation on depositional / erosional trends in the river and impacts to water quality, (suspended solids) due to CSO and storm water system modifications is not included. M&N can perform these additional services for an additional service fee upon request.

**Task 2.3.1 Work Products**

- a) Data summary memorandum for hydrologic issues.
- b) Shoreline condition and needs/opportunities memorandum
- c) Hydraulic impact study report



## **Task 2.4 Utility Condition + Capacity Analysis / Sustainability Strategies**

(led by Heather Williams at AMEC)

### **Task 2.4.1 Infrastructure Analysis**

The intent of the infrastructure analysis is to evaluate the total and available capacity of the utility distribution and collection systems that are identified to support the existing and projected river front development. The infrastructure that will be assessed includes:

- Energy Infrastructure (electrical, gas, and steam)
- Water Supply
- Storm Water
- Combined Sewer
- Communication (CATV, wi-fi, phone)
- Transportation related storm water impacts (e.g. streets, surface parking lots, green space, etc.)

AMEC shall complete a preliminary analysis of the existing conditions and capacity of the wet and dry utility infrastructure in the study area and make recommendations about improvements that will be necessary to facilitate new private development. The analysis will include a review of existing and planned capital improvement projects, obtaining existing digital mapping of infrastructure where available, and projected development in the study area. Data collection will be through a combination of telephone and personal interviews with project area service providers. The summary and recommendations generated from the analysis will include sustainable strategies, and have an order of magnitude cost estimate. Recommendations will be prioritized based on how critical they are to promote private development.

It is assumed that a Hydrology and Hydraulics (H and H) model will be or has been created by others and will be made available for the Storm Water component of the Infrastructure Analysis.

The following tasks will be completed in the assessment of the existing combined sewer infrastructure for the project area. AMEC will obtain the existing mapping of city storm water infrastructure (digital), review past reports, and interview city personnel to identify problem areas in or immediately upstream of the project area. AMEC will coordinate with City Utilities staff to review and discuss City's current CSO modeling. AMEC will coordinate with the riverine study and obtain the hydrologic and hydraulic models used for that study for use in the green infrastructure analysis.

### **Task 2.4.2 Green Infrastructure Inputs and Volume Reduction Calculations**

AMEC shall complete an initial assessment of land type and impervious surface and determine the most opportune (e.g. cost, volume reduction, aesthetics, etc.) location(s) in the study area and upstream watersheds to place green infrastructure. The green infrastructure placement will be input into a model to determine the estimated volume reduction and potential affect on the project area and river system. Applicability to local water quality and CSO regulations will also be evaluated. The assessment will be used to help develop the district standards.

### **Task 2.4.3 District Standards / Development of Guidelines**

AMEC shall provide review of the District Standards / Development Guidelines and incorporate findings from the Infrastructure Analysis and Green Infrastructure Assessment tasks above. Typical details and design guidelines that have already been developed for the City for the various green infrastructure components will be included in the deliverable. Original details and design guidelines may need to be created based on the planning work product.

### **Task 2.4 Work Product**

A summary report will be developed that contains the assessment and recommendations relative to the utility infrastructure condition and capacity, sustainability strategies and development guidelines.

### **Task 2.5 Programming and Alternative Framework Diagrams**

(led by Kinder Baumgardner and Todd Meyer at SWA)

All technical studies in Stage 2.0 will be completed concurrently to maximize the amount of information to be used as the basis of the proposed development plan. SWA will work to ensure quality control measures on all products of this study. In conjunction with the work being completed in Tasks 2.1 - 2.4 above, SWA and MKM will create a series of development program options and framework diagram sketches that will explore a variety of land uses and amenities. The development program options will range from conservative to moderate to aggressive in their approach in order to test a range of ideas and strategies as well as be the basis for the physical development plan concepts in Stage 3.0.

### **Task 2.5 Work Product**

Development Program options and correlated alternative framework plan sketch alternatives will be summarized in document that also describes the approach, advantages and challenges of each proposed strategy.

### **Task 2.6 – Trip #2: Initial Work Session**

*A two (2) day work session with the Client in Fort Wayne. SWA will provide two (2) designers.*

- Present and review the Technical Studies with the Client and Steering Committee
- Meet with any outstanding Stakeholders (interviews) and agency / department officials
- Document any additional data and information relative to the technical studies or study area
- Discuss the development program options framework plan alternatives
- Discuss a preferred direction with the Client and the Steering Committee
- Obtain Client approval to proceed with the Preliminary Development Plan (Stage 3.0)

### **Stage 3.0 - Preliminary Development Plan: Land Use / Building Massing / Image + Character / Landscape Elements**

*(Months 5-8)*

The purpose of the task is to develop preliminary development plan options that will illustrate refinements of the consensus framework plan and preferred development program. The plan will become the basis for further development of the Final Master Plan in Stage 4.0.

#### **Task 3.1 – Develop Preliminary Development Plan Alternatives**

The purpose of this task is to develop preliminary development plan options that the Client and Steering Committee are interested in advancing to the final master plan level. The plan will be based on research and data collected in Stage 1 and 2, and comments received from the Client group and approval agencies..

- Develop the preferred framework plan concept based on results of initial work session in Fort Wayne
- Create preliminary land use plan options
- Create preliminary circulation plan options
- Create preliminary landscape and open space plan options
- Create preliminary design theme and character options
- Incorporate relevant available information from local sources and consultant team
- Provide owner with a list of data required from various other agencies such as engineering / environmental/ hydrological engineer etc to support development of master plan work.

#### **Task 3.2 – Trip #3: Mid-Term Review**

*A three (3) day work session with the Client in Fort Wayne. SWA will provide three (3) designers.*

Conduct a design workshop with the Client and design team to develop and illustrate the vision for the River District and develop a series of design principles that will guide the development of the master plan. The following items will be developed during the design workshop:

- Present the preliminary development plan options to the Client and receive comments
- Refine the design principles which will guide the balance of the master plan
- Conduct Public Meeting #1 to present preliminary facts, findings and document feedback
- Develop alternatives and discuss preliminary development plans
- Present the alternatives plan refinements and get Client direction
- Present or provide preliminary plans to the RAC
- Select views and content for illustrative renderings (up to 6) with the Client
- Develop action items and prepare for next steps of the planning process
- Obtain Client approval to proceed with Final Conceptual Master Plan

#### **Task 3.3 – Preliminary Development Plan Refinements**

The design team will prepare the following drawings and exhibits:

- Concept Plan design description
- Conceptual land use plan



- Preliminary illustrative plan
- Engineering systems diagrams and recommendations
- Circulation systems diagrams and recommendations
- Enlarged plans of key areas
- Site sections,
- Rough grading plan,
- Landscape systems diagrams such as hydrology, pedestrian and vehicular circulation, walking distances, landscape character community amenities and lighting;
- Architectural design themes
- Development character reference images
- Sustainability recommendations,
- Order of magnitude cost estimates,
- Development phasing plan
- Initial illustrative renderings

### **Stage 3.0 Work Products**

- Design Principles
- Concept Plan design description
- Alternative Preliminary Development Plans
- Conceptual Land Use Plan
- Preliminary Illustrative Plan
- Engineering Systems Diagrams and Recommendations
- Circulation Systems Diagrams and Recommendations
- Enlarged Plans of Key Areas
- Site Sections
- Rough Grading Plan
- Landscape Systems Diagrams
- Architectural Design Themes / Images
- Initial Sustainability Recommendations
- Order of Magnitude Cost Estimate
- Initial Phasing Plan
- Initial illustrative rendering mock-ups



## **Stage 4.0 - Final Master Plan: Illustrative Plan / Renderings / Final Report**

*(Months 9-12)*

Following Client review and approval of the Stage 3.0 preliminary development plan, SWA will prepare the Final Master Plan for the River District. This Stage will build upon the concepts developed in the previous stages of work, but will include a more detailed and refined plan and will incorporate input from the Client and Steering Committee as well as the specific recommendations of the consultant team. During the time between SWA Public Meeting 1 and Public Meeting 2 Empower Results will conduct 2 other public engagement venues still to be defined and share all results with SWA.

### **Task 4.1 – Create Initial Master Plan**

- Refine Preferred Stage 3.0 Development Plan as a basis for the Master Plan
- Refine Preferred Development Program based on input from the Economic Impact Model
- Refine Preferred Land Use Plan and Calculations
- Prepare Preliminary Landscape Master Plan / Urban Design Plan as an overlay to the preferred Land Use Plan. The plan will illustrate the character of the river front, landscape, streetscapes, open spaces, arrival points, and other features
- Prepare Preliminary Architectural Massing Studies in digital 3D format
- Develop Preliminary Thematic Architectural Character
- Refine perspective sketches - 1 aerial rendering / 3 eye-level drawings to illustrate the intended character of the improvements and development
- Develop Preliminary Transportation / Circulation Plan (with Engineers)
- Coordinate Preliminary Utility / Infrastructure Recommendations (with Engineers)
- Develop a Preliminary Phasing Plan to implement the proposed development
- Identify Governing Entity and Implementation methods and outline potential public-private partnerships
- Prepare 'order of magnitude' cost estimates for public sector improvements

### **Task 4.2 – Trip #4: Initial Master Plan Review and Coordination Meeting**

*Two (2) day work session in Fort Wayne. SWA will provide three (3) designers.*

- Present and review Preliminary Master Plan with the Client
- Conduct Public Meeting #2 to present plan options and document feedback
- Discuss revisions and adjustments the plan as necessary to achieve a consensus
- Obtain Client approval to proceed

### **Task 4.3 – Refine Master Plan**

- Refine Interim Master Plan
- Refine Interim Land Use Plan + Calculations
- Refine Interim Landscape Master Plan / Urban Design Plan
- Refine Architectural Massing Studies in digital 3D format



- Refine Thematic Architectural Character
- Refine perspective sketches
- Refine Transportation / Circulation Plan (with Engineers)
- Refine Utility / Infrastructure Recommendations (with Engineers)
- Refine Phasing Plan
- Refine Governing Entity and Implementation methods / potential public-private partnerships
- Refine 'order of magnitude' cost estimates for public sector improvements

**Task 4.4 – WebEx Presentation**

*An online meeting and teleconference with the Client and SWA.*

- Present 90% Master Plan to Client
- Document comments and suggested recommendations
- Discuss revisions and adjustments

**Task 4.5 – Prepare Final Master Plan Documents**

- Prepare Final Illustrative Master Plan
- Prepare Final Master Plan
- Prepare Final Land Use Plan + Calculations
- Prepare Final Landscape Master Plan / Urban Design Plan
- Prepare Final Architectural Massing Studies in digital 3D format
- Prepare Final Thematic Architectural Character
- Prepare Final Perspective Sketches
- Prepare Final Transportation / Circulation Plan (with Engineers)
- Prepare Final Utility / Infrastructure Recommendations (with Engineers)
- Prepare Final Phasing Plan
- Prepare Final Governing Entity and Implementation methods / potential public-private partnerships
- Prepare Final Maintenance Standards and Requirements for common areas
- Prepare Final 'order of magnitude' cost estimates for public sector improvements

**Task 4.6 – Trip #5: Final Master Plan Presentation**

*One day (1) day presentation in Fort Wayne with Client. SWA will provide two (2) designers.*

- Present Final Master Plan to Client / Steering Committee
- Conduct Public Meeting #3
- Submit Final Work Products / Deliverables
- Discuss Phase 1 Detailed Design Scope of Work

#### **Task 4.0 Work Products**

- ***Illustrative Master Plan:*** An illustrative plan of the study area, drawn to scale and in color to indicate building locations, thoroughfare improvements, open space areas and other key elements.
- ***Land Use Plan:*** Indicating all proposed land uses, net density assumptions and permitted uses, with applied development program and area calculations.
- ***Final Development Program Summary:*** A summary of the proposed development program will be prepared showing the building area, density and site tabulation, landscape, utility and river improvements.
- ***Circulation Plan:*** Indicating overall pedestrian, bicycle, transit and vehicular circulation strategies and routes in a diagram that uses the illustrative master plan as a base.
- ***Landscape and Open Space Plan:*** Indicating the overall open space concept, showing connectivity between key spaces as well as the intended character of the landscape in each zone.
- ***Renderings:*** One (1) aerial (bird's-eye view) illustrations will be prepared showing the overall project area, and three (3) eye-level vignette illustrations will be prepared to depict the character of the proposed development.

***Final Master Plan Summary Report:*** SWA will prepare a summary report in digital (PDF) format describing the analysis, evaluation, plan concepts, a brief statement of the design philosophy, a compilation of products described above and key recommendations. SWA will also provide twenty (20) copies of the study in hard copy format. The report will describe the master plan and recommendations in detail and will be in 8-1/2 x 11 format.

All notes, work products and deliverables will be submitted to City Staff for review and comment, and will only be released to other parties at the discretion of the City and its Communications Department.

#### **B. Special Illustrative Plans and Materials**

Special presentation graphics such as renderings, perspectives, models or displays in addition to those described in the scope and work products above shall be Additional Services or Reimbursable Costs, as appropriate. Such services or costs shall be approved in advance by the Client.

#### **C. Meetings and Plan Revisions**

1. Trips by SWA staff to Fort Wayne for meetings with the Client, Stakeholder Interviews, the Public and other project consultants during the course of work above for understanding and coordination shall be limited to five (5) total. SWA will provide a minimum of (2) designers at each meeting. Additional meetings shall be Additional Services as indicated elsewhere in this Agreement.



2. Public meetings and presentations to local public agencies shall be limited to three (3) total, and shall be coordinated to occur during the same trips to Fort Wayne with the other project meetings as indicated in the scope above. Additional meetings or continuing consultation with these agencies shall be Additional Services as covered elsewhere in this Agreement.
3. Presentations to in-house management groups, the stakeholder group, RAC or other boards shall be limited to five (5) and shall be coordinated to occur while the design team is in Fort Wayne as identified in the scope above. Additional presentations shall be Additional Services as indicated elsewhere in this Agreement
4. Bi-weekly coordination meetings between SWA and City Staff will be accommodated via teleconference and WebEx online meetings. These conferences will be for SWA to update the City on progress of the planning work and for the City to disseminate additional information and facts relative to the project. Sub-consultants will be invited to join the bi-weekly coordination meetings as appropriate.
5. Services required for plan changes, additions or revisions due to program changes by the Client or due to conditions of approval imposed during the course of the public approval process shall be Additional Services as indicated elsewhere in this Agreement.

## **II. EXCLUSIONS TO SCOPE OF SERVICES**

Client shall provide the following information or services as required for performance of the work. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services. SWA assumes no responsibility for the accuracy of such information or services, may rely on the accuracy of such information, and shall not be liable for error or omissions therein.

- A. Topography and boundary surveys in digital format.
- B. Legal descriptions of property.
- C. Soils investigations and/or detailed site engineering
- D. Existing site engineering and utility base information.
- E. Site environmental information required for planning processing.
- F. Economic or market analyses beyond what is described in the scope above.
- G. Overhead aerial photographs at controlled scale.
- H. Development Standards and Design Guidelines.



**III. PROFESSIONAL SERVICE FEES + REIMBURSABLE EXPENSES**

**FEE SUMMARY**

<b>PROFESSIONAL CONSULTANT</b>	<b>SERVICE FEE</b>
<b>SWA GROUP</b> PRIME / PROJECT MANAGEMENT / URBAN DESIGN / LANDSCAPE ARCHITECTURE	\$180,000
<b>MOFFATT NICHOL</b> HYDROLOGIC & HYDRAULIC MODELING / FLOOD MITIGATION STRATEGIES	\$85,000
<b>AMEC</b> UTILITY INFRASTRUCTURE / SUSTAINABLE DESIGN STRATEGIES	\$55,000
<b>BIOHABITATS</b> ECOLOGY ENHANCEMENTS / HABITAT RESTORATION	\$55,000
<b>MARKET FEASIBILITY ADVISORS</b> MARKET ANALYSIS / FUNDING STRATEGIES / ECONOMIC & FISCAL IMPACT	\$50,000
<b>MKM ARCHITECTS</b> PROJECT ADVISOR / COMMUNITY LIAISON	\$15,000
<b>TOTAL PROFESSIONAL SERVICE FEES</b>	<b>\$440,000</b>
<b>REIMBURSABLE EXPENSES</b>	
PROJECT EXPENSES INCLUDING 4 RENDERINGS / PRINTING / COMMUNICATIONS	\$34,000
TRAVEL EXPENSES INCLUDING 5 MEETINGS / 28 MAN TRIPS TO FORT WAYNE	\$25,500
<b>TOTAL REIMBURSABLE EXPENSES</b>	<b>\$59,500</b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$499,500</b>



Professional Consulting Services described above shall be provided for the fixed sum fee of \$499,500 in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference.

In addition to the professional service fees, we estimate that Reimbursable Expenses indicated in Appendix A will not exceed \$59,500, without the prior, written authorization from the Client.

Client shall provide a retainer of \$50,000 prior to commencement of work. The retainer will be held by SWA until the conclusion of SWA's involvement in the project, and will be applied to SWA's final invoice.



**IV. ACCEPTANCE AND AUTHORIZATION TO PROCEED**

If this agreement meets with your approval, please sign below and return one copy for our files. This proposal shall remain valid until December 31, 2013.

Sincerely yours,

**SWA GROUP**

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**Kinder Baumgardner, CSLA**  
Managing Principal, Houston / Contracting Agent  
Indiana Landscape Architecture License #LA21300017  
(Landscape architects are licensed by the State of Indiana)

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**Todd Meyer, RLA, CNU-A, LEED AP**  
Director of Planning + Urban Design  
Senior Project Manager  
Registered Landscape Architect WA / OH

Accepted: **City of Fort Wayne**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

KB/tm



In order to expedite invoicing, please indicate the following:

**Billing Address:**

Official Billing Entity: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attention (Name): \_\_\_\_\_

Your billing reference name / number:

\_\_\_\_\_

Your Purchase Order or Contract Number reference for invoicing:

\_\_\_\_\_



### Appendix A - Terms and Conditions

Appended to and part of the Agreement for Professional Consulting Services between SWA Group (SWA) and The City of Fort Wayne, Indiana (Client), dated 16 October, 2013.

#### FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

#### REIMBURSABLE COSTS

The following costs shall be reimbursed at cost and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the IRS-allowable rate at the time of traveling.
- C. Cost of postage and shipping expenses (FedEx / UPS) other than first class mail.
- D. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by Client.
- E. Fees for additional consultants retained with the approval of Client.

#### ADDITIONAL CONSULTANTS

Fees for additional consultants not included in SWA's Basic Services and retained with the approval of Client shall be billed at cost plus fifteen percent (15%). The additional costs are for accounting, processing expenses, cost of cash expenditures advanced on the Client's behalf, and for the cost of SWA's supervision and liability for outside consultants.

#### ADDITIONAL SERVICES

Additional Services, if approved by the Client, shall be provided on a time basis computed as follows:

Leadership	Rate / Hour
Shanley	\$290
Baumgardner	\$280
Meyer	\$210
Peterson	\$230
Vick	\$210



Other principals, if used on this project, have rates ranging from \$210 to \$290 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice. Other employee time shall be charged at a multiple of two and one-half (2.5) times Direct Personnel Expense.

Additional Services include but are not limited to:

- A. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify requirements for project programming.
- B. Site planning.
- C. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
- D. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.

#### **INVOICES / STATEMENTS**

Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work complete. Reimbursable Costs shall be billed with fee invoices. All invoices shall be submitted to Pam Holocher, Deputy Director - Planning and Policy and shall include the time period covered by the invoice and a description of the scope of work elements completed for which payment is requested.

#### **ACCOUNTS**

Accounts are payable net 30 days from date of invoice at our office in Sausalito, California. A cash discount of 1% of invoice amount may be taken on accounts paid within 30 days of invoice date. A service charge of 1.25% of invoice amount per month (15% annual rate) will be applied to all accounts not paid within 60 days of invoice date.

#### **INSURANCE**

At all times during the performance of its services under this Agreement, SWA shall maintain in full force and effect the following insurance, with the coverages and limits specified:

- A. Workers' compensation insurance, including occupational disease, in accordance with the statutory requirements set forth by the state in which the work is to be performed, and employer's liability insurance covering all of SWA's employees engaged in the performance of this Agreement, in the sum of \$1,000,000.00.
- B. Commercial general liability insurance, including Landscape Architect protective liability and contractual liability insurance, covering death or bodily injury and property damage of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- C. Commercial automobile liability insurance covering SWA for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with limits of \$1,000,000.00 for any one accident,

bodily injury and property damage combined single limit.

- D. Professional liability (errors and omissions) insurance, on a claims-made basis, with limits of \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- E. Certificates of insurance covering any or all of the above insurance required to be maintained by SWA shall be provided to Client upon written request.
- F. Should Client request in writing that modifications be made to the stated policy limits or deductibles, SWA shall use its best efforts to have its insurers accommodate such modifications. All charges and additional premiums levied by insurers for such modifications shall be paid by Client in advance.
- G. Upon written request by Client, SWA shall use its best efforts to have Client named as an additional insured on the Commercial general liability and Commercial automobile liability policies described above, subject to acceptance by the insurer.
- H. SWA shall have its insurance companies provide the Client with thirty (30) days prior written notice if the insurance expires (and is not renewed) or is canceled for any reason, except in the case of cancellation for non-payment of premium, in which case notice shall be ten (10) days.

#### **INDEMNIFICATION**

- A. SWA shall indemnify and save harmless (but not defend) Client against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of SWA, its subcontractors, agents or employees.
- B. In no event shall SWA be liable for any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:
  - 1. The negligent errors or omissions or willful misconduct of Client, its contractors, subcontractors, agents or employees.
  - 2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by Client; or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by Client to be used or incorporated by SWA into the work to be performed by SWA. SWA shall not be under any duty or obligation to investigate for the existence of such conditions, and shall not be responsible for any failure to discover such conditions.
  - 3. Failure of Client to provide information or services required to be provided by Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.
  - 4. Any claim asserted by an individual Home Owner or a Homeowners' Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of SWA, its subcontractors, agents or employees. Client's obligation to indemnify SWA under this clause shall include



(without limitation) reimbursement to SWA for all reasonable costs incurred in the defense of such claims, including attorneys' fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless SWA is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding Client shall have no duty to reimburse SWA for any such damages or costs which are attributable to SWA's negligence.

#### **CONFIDENTIALITY**

SWA will use its best efforts and will take reasonable precautions to protect and maintain the confidentiality of any information supplied by Client during the course of this Agreement and which is identified in writing by Client as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of SWA's services. This clause shall not apply to any information which is in the public domain, or which was acquired by SWA prior to the execution of this Agreement, or obtained from third parties under no obligation to Client.

#### **RIGHT TO SUSPEND SERVICES**

SWA shall have the right to suspend services on this project if (a) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding \$5000.00; or (b) unpaid project invoices over 90 days old exceed \$5000.00 in the aggregate.

#### **AUTHORIZATION TO PROCEED**

If SWA is authorized to commence and/or continue providing its services on the project once permission is received in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

#### **OWNERSHIP OF DOCUMENTS**

Provided SWA has been paid for its services in accordance with this Agreement, final drawings and other documents, as instruments of professional service, shall become the property of the Client.

After ownership of SWA's instruments of professional service has been granted to Client, Client agrees to hold harmless and indemnify SWA from and against all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the conversion, modification, misinterpretation, misuse, or reuse by Client, or others to whom Client releases copies, of the instruments of professional service provided by SWA under this Agreement, including those provided in electronic form. The foregoing indemnification applies, without limitation, to any use of the project documentation on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized in writing by SWA.

#### **DOCUMENTS FURNISHED IN ELECTRONIC MEDIA**

Drawings and data provided to SWA in digital format must be in a form acceptable to SWA. Drawing files shall be in AutoCAD dwg format version 2004 or higher, or an SWA-approved alternative. All files must be created with a legal



license. As restricted by copyright law, SWA cannot accept any dwg or other file generated under an educational AutoCAD software license.

Instruments of professional service provided by SWA in electronic media form, once released by SWA, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. SWA is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by SWA.

### **CREDITS / ACKNOWLEDGMENTS**

SWA shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by Client (or their agent/client) in project identification boards, published articles, promotional brochures, and similar communications.

### **FORCE MAJEURE**

SWA shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by Client resulting from such delay, caused by any act or neglect of the Client or Client's representatives, or by any third person acting as the agent, servant or employee of Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the control and without the fault or negligence of SWA. In the event of any such delay, SWA shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which SWA is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of Client, its agents or representatives, shall be borne entirely by the Client.

### **LAW**

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

### **VALIDITY**

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

### **SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement shall be binding upon Client and its successors and assigns and upon SWA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.



**TERMINATION**

It is understood that these services may be terminated upon 10 days written notice by either party. In this event, SWA shall be compensated for all work performed prior to date of termination at the rates set forth above.

**REVOCACTION**

This proposal shall be considered revoked if acceptance is not received within 90 days of the date hereof.

**ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

**Appendix A - Limit of Work Area (shown in red dashed outline)**



# COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

## RFPs , BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Riverfront Development Study, RFP # 3624
Awarded To	SWA Group
Amount	Contract Amount: \$499,500      Project Budget: \$500,000
Conflict of interest on file?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of Registrants	n/a
Number of Bidders	13
Required Attachments	RFP

## EXTENSIONS

Date Last Bid Out	n/a
# Extensions Granted To Date	n/a

## SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	n/a
Sole Source/ Compatibility Justification	n/a

## BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	n/a

# COUNCIL DIGEST SHEET

## COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	n/a
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## DESCRIPTION OF PROJECT / NEED

<i>Identify need for project &amp; describe project; attach supporting documents as necessary.</i>	<p>Making the rivers the real centerpiece of our community's landscape heritage as well as the ideal venue for retail and housing development has been and continues to be under constant discussion. Riverfront development is a priority recommendation in both of Fort Wayne's two downtown master plans: the Blueprint and Blueprint PLUS. The community, through the Legacy Fort Wayne process, agreed that the riverfront is one of our city's highest priorities.</p>

## REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	n/a

## FUNDING SOURCE

<i>Account Information.</i>	Legacy Funds



*Engage • Innovate • Perform*

City of Fort Wayne  
Community Development  
200 East Berry Street, Suite 320  
Fort Wayne IN 46802  
260.427.1127  
[www.cityoffortwayne.org](http://www.cityoffortwayne.org)

## COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

### MEMORANDUM

To: Common Council of the City of Fort Wayne

From: Pam Holocher, Deputy Director, Planning and Policy

RE: City of Fort Wayne Riverfront Development Study

Date: October 22, 2013

The Riverfront Development Study is one of the Legacy Projects authorized by Fort Wayne Common Council in December of last year. The focus on downtown and its rivers is considered a crucial step to build on the momentum and vitality of our downtown and the surrounding community and leave a lasting Legacy for future generations.

In February, the Community Development published the Riverfront Development Study RFP. Thirteen firms submitted bids. The Riverfront Development Selection Committee chose six firms for personal interviews, based both on the strength of the firm's proposal and on points earned from the evaluation factors published in the RFP. After the first round of interviews, the Committee asked three firms to return for a second interview. Finally, the Committee narrowed the field to two firms and invited the finalists to visit a third time and answer some specific questions from the Selection Committee and City Division Directors.

The Selection Committee agreed that SWA Group was best suited for our community and this project. Project Manager Pam Holocher, Deputy Director Planning and Policy, Community Development Division, worked with SWA Group to prepare a scope of services. Community Development staff, City Utility staff and an internal team, composed of staff from numerous city departments, reviewed, revised and negotiated with SWA to bring the scope of service in line with the previously approved study budget. The scope of services agreed upon by SWA Group and City staff is a contract price of \$499,500. We are therefore seeking approval of this project budget of \$499,500.

If approved by Council, Community Development will prepare a standard form of contract in coordination with City Purchasing. Please call me at 427-2139 with any questions.

*An Equal Opportunity Employer*

Public Hearing Date, if applicable \_\_\_\_\_

Read the first time in full and on motion by Councilman Tom Smith  
Read the second time by title and referred to the Finance  
Committee. Read the third time in full and on motion by Councilman  
Tom Smith, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____
BENDER	✓	_____	_____	_____
CRAWFORD	✓	_____	_____	_____
DIDIER	✓	_____	_____	_____
HARPER	✓	_____	_____	_____
HINES	✓	_____	_____	_____
JEHL	✓	_____	_____	_____
PADDOCK	✓	_____	_____	_____
SHOAFF	✓	_____	_____	_____
SMITH	✓	_____	_____	_____

DATED: 11-12-13 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE  
(RESOLUTION) NO. S-94-13 on the 12th day of  
November, 2013

Sandra E. Kennedy  
SANDRA E. KENNEDY,  
CITY CLERK

T. Thomas F. Didier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day  
of November, 2013, at the hour of 10:30 o'clock AM E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of November  
2013, at the hour of 11:00 o'clock AM E.S.T.

Thomas C. Henry  
THOMAS C. HENRY, MAYOR  
by KB

