

1 **BILL NO. S-18-02-25**

2 **SPECIAL ORDINANCE NO. S-18-18**

3 **AN ORDINANCE** approving the RIVERFRONT
4 PHASE 1 PROMENADE PARK – CONTRACT
5 CHANGE ORDER #1 - (\$117,152.26) by the City
6 of Fort Wayne, Indiana, by and through its
7 Department of Purchasing and DESIGN
8 COLLABORATIVE for the PARKS &
9 RECREATION DEPARTMENT.

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

12 **SECTION 1.** That RIVERFRONT PHASE 1 PROMENADE PARK –
13 CONTRACT CHANGE ORDER #1 between the City of Fort Wayne, by and
14 through its Department of Purchasing and DESIGN COLLABORATIVE for the
15 PARKS & RECREATION DEPARTMENT, respectfully for:

16 Change Order #1 is for additional services needed to complete
17 the design and permitting for Promenade Park;

18 involving a total Change Order #1 cost of ONE HUNDRED SEVENTEEN
19 THOUSAND ONE HUNDRED FIFTY-TWO AND 26/100 DOLLARS –
20 (\$117,152.26) – (total contract - \$1,827,152.26) - all as more particularly set
21 forth in said Riverfront Phase 1 Promenade Park Contract Change Order #1 -
22 which is on file in the Office of the Department of Purchasing, and is by
23 reference incorporated herein, made a part hereof, and is hereby in all things
24 ratified, confirmed and approved.

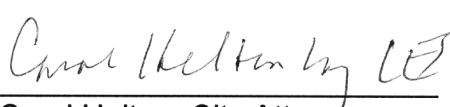
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SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney



November 17, 2017

Mr. Steve McDaniel
Fort Wayne Parks and Recreation Department
705 E. State Boulevard
Fort Wayne, IN 46805

Re: Riverfront FW Phase 1 Promenade Park – Contract Change (20150220)

Dear Mr. McDaniel,

The Riverworks Design Group is pleased to continue to drive forward alongside the Parks Department in the design and construction of Riverfront FW Promenade Park. Pursuit of the State and Federal Agency approvals, as well as the SHPO-recommended archeological monitoring were not originally included in our agreement dated July 1, 2016.

The attachments numbered 1 through 5 are the support documentation for the first five line items below.

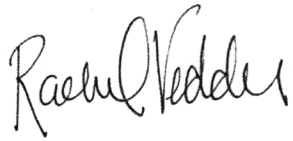
The other two items are per our previous conversations regarding management (going forward) for the Monitoring and Agencies Management, as well as the effort to incorporate the Water Rill voluntary alternate into the project documentations. Both would be billed at hour rates not to exceed the amounts in the Fee category.

Date	Description	Fee	Reimbursable	Total Cost
7/1/2016	Owner & Architect Agreement	\$1,603,000.00	\$107,000.00	\$1,710,000.00
4/3/2017	Section 401/404 Permits	\$69,050.00	\$3,000.00	\$72,050.00
11/16/2017	Section 401/404 Amount Unused	(\$4,000.00)	-	(\$4,000.00)
10/19/2017	Weintraut Archeological Monitoring*	\$25,000.00	-	\$25,000.00
11/2/2017	Phase 1c Investigation	\$19,102.26	-	\$19,102.26
11/17/2017	Water Rill Redraw*	\$2,000.00	-	\$2,000.00
11/17/2017	Monitoring & Agencies Management*	\$3,000.00	-	\$3,000.00
		\$1,717,152.26	\$110,000.00	\$1,827,152.26

*Hourly, Not To Exceed

Please don't hesitate to contact us with any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Rachel Vedder". The signature is written in a cursive, flowing style.

Rachel Vedder, RA
Design Collaborative, Inc.

ref:

1. Owner & Architect Agreement
2. Section 401/404 Permits
3. Section 401/404 Amount Unused Email
4. Weintraut Archeological Monitoring
5. Phase 1c Investigation

2 Section 401/404 Permit Applications

RIVERWORKS DESIGN GROUP

April 3, 2017

Mr. Alec Johnson
Board of Park Commissioners
Fort Wayne Parks and Recreation
705 E State Blvd
Fort Wayne, IN 46805

Re: Riverfront Phase I – Section 401/404 Permit Applications (2015.0220)

Dear Mr. Johnson,

The Riverworks Design Group recommends moving forward with Section 401/404 Permit Applications, including Section 106 Services and Conceptual Mitigation Design for the amount of \$69,050. The proposal from American Structurepoint is attached. This will change our contract amount from \$1,710,000 to \$1,779,050.

Additionally, American Structurepoint will have some reimbursable expenses so we recommend allocating \$3,000 for the Permitting and Mitigation Services Expense Allowance.

These changes will be reflected on upcoming invoices. Please don't hesitate to call if you have any questions or comments.

Sincerely,



Ronald K. Dick, AIA
Design Collaborative, Inc.

Attached:
Proposal for Section 401/404 Permit Applications
Fort Wayne Riverfront Promenade Phase I

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Throughout this Agreement, “Owner” is to be read as “Client.”

THIS IS AN AGREEMENT effective as of the date of the latest signature below (“Effective Date”) between Design Collaborative (“Owner”) and American Structurepoint, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Fort Wayne Riverfront Promenade (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Please see Engineer’s fee proposal dated January 20, 2017 (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: n/a. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner

disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$69,050, per the breakdown shown below.
 - a. 401/404 Permit Application/Conceptual Mitigation Site Development..... \$38,200
 - b. Weintraut & Associates (Section 106 Services) \$30,850
2. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

B. Reimbursable expenses will be invoiced separately at 1.1 times their direct cost.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ a fee to be negotiated at the time such Additional Services are requested.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

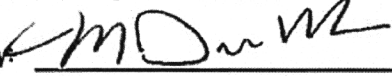
B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

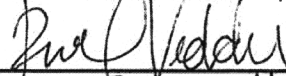
Engineer's scope dated January 20, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Design Collaborative

By: 
Print name: M. DAVID MOHLER II
Title: VICE PRESIDENT
Date Signed: JANUARY 23, 2017

Engineer: American Structurepoint, Inc.

By: 
Print name: RACHEL VEDDER
Title: PROJECT MANAGER, DESIGN COLLABORATIVE
Date Signed: JANUARY 31, 2017

Engineer License or Firm's Certificate No. (if required):

State of: Indiana

Address for Owner's receipt of notices:

Ron Dick
Design Collaborative
200 East Main Street, Suite 600
Fort Wayne, Indiana 46802

Address for Engineer's receipt of notices:

Willis R. Conner
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, Indiana 46256

SCOPE OF SERVICES
Mitigation Site Design and Coordination and Section 401/404 Permitting
Fort Wayne Riverfront Promenade Phase I
Fort Wayne, Allen County, Indiana
Revised 01/10/2017
Revised 01/20/2017

I. 401/404 Permit Application

The Engineer shall prepare and submit permit applications for US Army Corps of Engineers (USACE) Section 404 and Indiana Department of Environmental Management (IDEM) Section 401 or Isolated Wetlands permits. It is anticipated that up to 0.67 acre of forested wetland will be impacted by the project. Forested wetland is mitigated at a 4:1 ratio; approximately 2.68 acres of forested wetland mitigation is anticipated. Approximately 500 linear feet of impacts to St. Mary's River are also anticipated as a result of the proposed project. It is assumed that stream mitigation will be coordinated through the Fort Wayne Parks Department, and that existing or proposed parks project will be utilized to offset stream impacts.

- A. The Engineer shall prepare the appropriate permit applications for the project, including a Section 401 Individual Permit to IDEM and the Section 404 Regional General Permit (RGP) to USACE. If during coordination with the USACE it is determined that an Individual 404 permit is required for impacts to water resources, the work to prepare the Individual 404 permit, complete National Environmental Policy Act (NEPA) requirements, or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.
- B. The Engineer shall provide specialized studies to meet Section 106 requirements as a result of the issuance of the USACE Section 404 RGP, including evaluation of potential historic or cultural resources. This shall include a Historic Properties review, Archaeological Records Check, and an Archaeological Field Reconnaissance as required. The Engineer shall prepare appropriate Section 106 documentation in accordance with USACE Section 106 requirements. It is anticipated the project will result in a finding of "No Historic Properties" or "No Adverse Effect". If consultation with USACE and the State Historic Preservation Officer results in a finding of "Adverse Effect," additional services will be required to complete the Section 106 process, including completing the required consulting parties coordination and preparation of a Memorandum of Agreement.
- C. The Engineer, in coordination with Client, shall assist in the coordination and approval of the proposed project planting plan, prepared by Client or by others as directed by Client, to satisfy the tree restoration conditions as required by the Indiana Department of Natural Resources (IDNR). It is assumed the IDNR Construction in a Floodway Permit, including required modeling and public notices, will be applied for by Client or others directed by Client.
- D. The Engineer, in coordination with Client, shall prepare exhibits based upon the design plans and delineated jurisdictional resources to accurately characterize the proposed impacts to the regulatory agencies.

- E. The Engineer shall request a review of the project area by the IDNR Division of Nature Preserves Natural Heritage Data Center to identify any threatened, rare, or endangered species records within the project area.
- F. At the direction of the Client, the Engineer shall submit the permit application to IDEM and the USACE and coordinate with the regulatory agencies.

II. Mitigation Site Design Development

The Engineer shall prepare preliminary mitigation conceptual plans as required for permits to be reviewed and issued by the USACE and IDEM. Conceptual mitigation plans will be prepared for construction of up to 2.68 acres of wetland mitigation and stream mitigation requirements as negotiated with the regulatory agencies for stream impacts up to 500 linear feet. It is assumed all mitigation activities will be located within the Fort Wayne Parks Department properties provided by the Client. It is anticipated wetland mitigation will be located north of the intersection of Covington Road and Fillmore Street, and generally north of Junk Ditch. Stream mitigation will be coordinated with the Fort Wayne Parks Department to determine the most suitable location for stream mitigation on park property.

- A. The Engineer shall perform a detailed investigation of the proposed wetland mitigation site to obtain additional data for design of the mitigation site. Detailed investigation shall include, but is not limited to, the collection of GPS data with sub-meter accuracy to identify the limits of planned mitigation site development and an evaluation of the near-surface soil conditions and drainage features within the mitigation area to guide plan development.
- B. The Engineer shall perform a wetland delineation and waters investigation at the proposed wetland mitigation site to identify potential jurisdictional wetlands and other "Waters of the US" or "Waters of the State of Indiana" that may currently exist, or document the absence of wetlands, on the site.
- C. The Engineer shall perform a hydrologic analysis to determine the appropriate wetland surface elevations for mitigation areas.
- D. The Engineer shall have a Phase I Archaeological Investigation performed on the wetland mitigation site to support permit application package.
- E. The Engineer shall prepare mitigation documents in accordance with IDEM and USACE requirements with the intent to meet permitting requirements for the project.
- F. It is assumed that stream mitigation requirements will be met through an existing or proposed Fort Wayne Parks Department project, with plans and specifications prepared by the Fort Wayne Parks Department. The Engineer shall coordinate the approval of an existing or proposed City of Fort Wayne Parks Department project to be utilized as required stream mitigation.
- G. The Engineer shall prepare required permit applications for the work at the mitigation site, including an IDEM 401 RGP or Nationwide Permit, USACE 404 Nationwide or RGP permit, and Indiana Department of Natural Resources Construction in a Floodway permit (hydraulic non-modeling only).

- H. The Engineer shall perform necessary coordination activities with applicable regulatory agencies to obtain final approval of the mitigation plans.

ADDITIONAL SERVICES

Fees for the following professional services are not included in this proposal. These services shall only be provided if authorized by the Client in advance and in writing.

- A. Endangered species surveys, mussel surveys, or additional biologic studies beyond what is described above, and including, but not limited to, Headwater Macro-invertebrate Field Evaluation Index (HMFEL), Vegetation Index of Biotic Integrity (VIBI), etc.
- B. Topographic survey on wetland mitigation site
- C. Preparation of wetland mitigation plans and specifications.
- D. Preparation of wetland delineation and waters investigation or plans and specifications for stream mitigation site.
- E. Preparation of an IDEM Rule 5 construction stormwater permit for the wetland or stream mitigation site.
- F. Preparation of an Individual Section 404 permit application.
- G. Geotechnical studies of the proposed mitigation site.
- H. Studies: Phase I or Phase II Environmental Site Assessments, including sampling for asbestos-containing materials or lead-based paint.
- I. Construction staking or as-built topographic survey.
- J. Maintenance activities or remedial actions such as invasive species treatment, hydrology alteration, or grading.
- K. Annual monitoring or as-built reporting of the mitigation site as required by 401/404 permits.
- L. Services resulting from changes of scope or magnitude of the project, as described above.

WEINTRAUT & ASSOCIATES, INC.

November 14, 2016; revised January 19, 2017

Briana Hope
American Structurepoint
Shadeland Station
Indianapolis, Indiana

Re: Fort Wayne Riverfront, Fort Wayne, Allen County, Indiana

Dear Ms. Hope:

I have prepared a scope of work and an attached fee proposal for the above referenced project.

- *I have reduced the scope based on my inspection of the site in December 2016; after looking at the project area, I believe fieldwork can be conducted in one day.*
- *I have also reduced the scope to include only **LIMITED** consultation (16 hours) with Native American Tribes and consulting parties. Consultation beyond that will constitute an out-of-scope item.*
- *I have accounted for one team meeting and one Tribal/consulting party meeting.*

Therefore, per your request, Weintraut & Associates is providing a proposal to identify and evaluate historic properties in accordance with Section 106, National Historic Preservation Act (NHPA) of 1966, as amended, and CFR Part 800 (Revised January 2001) and Final Rule on Revision of Current Regulations, dated December 12, 2000, and incorporating amendments effective August 5, 2004. Archeological investigations will be conducted in accordance and compliance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 FR 44716), the current version of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology's (IDNR, DHPA) "Guidebook: Indiana Historic Sites and Structures Inventory - Archaeological Sites", and recent amendments to the Indiana Historic Preservation Act (IC 14-21-1). The field work, laboratory analysis and preparation of the final report and recommendations will be accomplished or directly supervised by a qualified professional archaeologist meeting the standards set forth in 36 CFR 61 of the National Historic Preservation Act and 312-IAC-21 of the Indiana Administrative Code.

For the purposes of this proposal, W&A is assuming that the archaeological survey will have the following conditions:

1. Only *one acre* of Phase Ia survey that is not under a hard surface;
2. One day of fieldwork for ~~one archaeologist and~~ one principal investigator;

3. No archaeological sites will be encountered;
4. No specialized studies (including ground penetrating radar);
5. No Human remains;
6. Structurepoint will handle formal Tribal coordination but Tribes may informally contact W&A (*not to exceed 16 hours*).

Therefore, archaeological tasks will include the following:

1. Phase Ia records check (this will entail assembling historic maps of the area to ascertain how the area developed);
2. Phase Ia reconnaissance (not to exceed *one acre* of testable surface);
3. Prepare an Archaeology Report;
4. Submit report to Structurepoint.

Assuming that the USACE will take jurisdiction for the area within 500 feet of the river crossing, W& also acknowledges **that there are properties** listed or eligible for listing in the National Register of Historic Places; therefore the tasks will include the following:

1. Review all materials collected to date;
2. Conduct a field survey (1 day for 2 people);
3. Conduct historic research;
4. Identify and evaluate historic resources;
5. Prepare a historic context;
6. Prepare a Historic Property Report with effect finding;
7. Coordinate with stakeholders (such as the Miami and ARCH – *not to exceed 16 hours*) as appropriate;
8. Attend one consulting party meeting;
9. Attend one team meeting.

It is my understanding that American Structurepoint will provide the following documents to W&A:

1. Description of undertaking for insertion into report,
2. Plans and Design Drawings for insertion into the 800.11 documentation.
3. All Survey Notices

It is my understanding that Structurepoint will make all copies of reports and transmit them to the SHPO and consulting parties. Structurepoint will also publish any public notices.

It is not anticipated that there is a cemetery within 100 feet of the project area; therefore, no cemetery development plan is included.

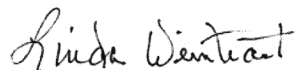
Any work not stipulated above (including but not limited to: additional agency meetings, additional consulting party meetings, memorandum of agreements, certificates of approval/appropriateness, site recordation in SHAARD, laboratory analysis and curation for an archaeological site, additional archaeological studies that may include Phase Ib, Phase Ic, Phase II or Phase III investigations, or special investigations, etc.) will be subject to a contract addendum or additional task order.

Please note that W&A has scoped the archaeology for no historic sites within the project area. **If an archaeological site is encountered**, the following additional tasks will be necessary if sites are located: 1) additional field and driving time (each small site adds at least 32 radials or approximately 8 hours of time in the field); 2) Finding sites necessitates a full archaeology report (instead of a short report) with detailed mapping, a cultural background, site descriptions, as well as identifying, photographing and weighing artifacts; 3) if historic sites are located, then archival research must be conducted for the report to support the recommendation of no further work or of a Phase II; 3) site numbers must be requested from the DHPA and accession numbers must be requested from an approved curatorial facility; 4) artifacts must be researched, labeled, and cataloged, 5) SHAARD forms must be filled out and uploaded (1.5 hours per form); 6) artifacts must be re-bagged, labeled and curated to meet the specifications of the approved curatorial facility; 7) landowner letters regarding ownership of artifacts must be sent. As a result, each *small* additional site may add about \$3,000 to the project costs.

If human remains are found, by law (IC 14-21-1-29) the state must to be contacted immediately. No further work in that area will proceed until the client is contacted and approval to proceed with out of scope work is given. ***Human burials will result in additional field charges that cannot be anticipated.***

Please note that all historians and archaeologists on staff meet or exceed the professional standards for conducting this work. Please feel free to call if you have questions. Thank you for the opportunity to submit this proposal.

Best regards,



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 Design Contractor Change Order #1
Awarded To	Design Collaborative
Amount	Original Contract - \$1,710,000 Contract after Change Order - \$1,827,152.26
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	NA
Number of Bidders	NA
Required Attachments	Yes

EXTENSIONS

Date Last Bid Out	NA
# Extensions Granted To Date	NA

SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	NA
Sole Source/ Compatibility Justification	NA

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

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

COUNCIL DIGEST SHEET

COST COMPARISON

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

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Requesting approval for Change Order #1. The Change Order is an addition of \$117,152.26 to the original contract. This Change Order is for additional services needed to complete the design and permitting for Promenade Park.

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	Previously approved Legacy funds

MEMORANDUM

To: City Council Members, City of Fort Wayne
From: Alec Johnson
CC: File
Subject: Riverfront Design Contract Change Order #1
Date: February 20, 2018

The Fort Wayne Parks and Recreation Department is requesting approval for Change Order #1 to the contract with Design Collaborative, Inc.. The contract is for the completion of Design Development, Construction Documents, and Construction Administration for Phase One of Riverfront Development on the north and south banks of the St. Marys River, between the Wells Street Bridge and the Harrison Street Bridge. The Change Order is an addition of \$117,152.26 to the original contract. This Change Order is for additional services needed to complete the design and permitting for Promenade Park.

It includes the following additions:

Original Contract:	\$1,710,000
401/404 Permits:	\$72,050
401/404 Permit not used:	(\$4,000)
Weintraut Archealogy Monitoring:	\$25,000
Phase 1c Investigation:	\$19,102.26
Water Rill Redraw:	\$2,000
Monitoring & Agencies Management:	\$3,000
Totaling:	\$1,827,152.2

Total change for this work is an add to the original contract in the amount of \$117, 152.26

Funding for this project is coming from previously committed Legacy Funds.

We respectfully request your approval of this contract so that we may proceed with the work. If you have any questions, please feel free to contact me at 427-6001.

Thank you in advance.

Alec Johnson
City of Fort Wayne Parks and Recreation

BILL NO. S-18-02-25

REPORT OF COMMITTEE ON FINANCE

March 6, 2018

Jason Arp Chair

John Crawford Co-Chair

All Council Members

An Ordinance approving the Riverfront Phase 1 Promenade Park - Contract Change Order #1 – by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Design Collaborative for the Parks and Recreation Department

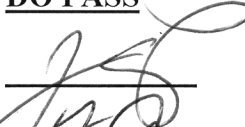
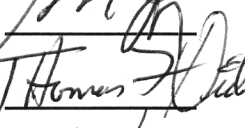
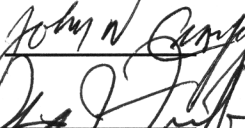
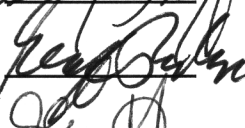


COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

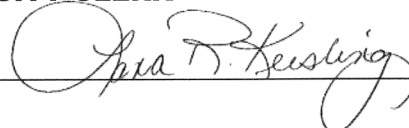
DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
Thomas Vidler	_____	_____	_____
John W. Gandy	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Arp.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilman Arp, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: March 13, 2018



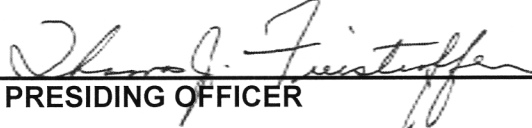
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-18-02-25 on the 13th day of March, 2018

ATTEST:



 LANA R. KEESLING
 CITY CLERK



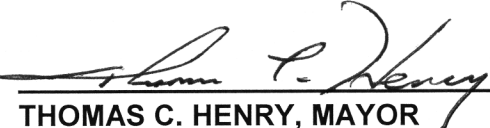
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th
 of March 2018, at the hour of 9:50 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 14th day of MARCH
 2018, at the hour of 1:30 O'clock PM E.S.T.



 THOMAS C. HENRY, MAYOR