

BILL NO. S-22-03-12

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CHANGE ORDER 3 FOR RFP #4284 – CONTRACT FOR RIVERFRONT DEVELOPMENT IMPLEMENTATION FRAMEWORK - (NOT TO EXCEED \$2,400,000.00) by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and LAND COLLECTIVE for the DIVISION OF COMMUNITY DEVELOPMENT.

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

SECTION 1. That the CHANGE ORDER 3 increase for RFP #4284 - CONTRACT FOR RIVERFRONT DEVELOPMENT IMPLEMENTATION FRAMEWORK (SPECIAL ORDINANCE (S-98-10) between the City of Fort Wayne, by and through its Department of Purchasing and LAND COLLECTIVE for the DIVISION OF COMMUNITY DEVELOPMENT, respectfully for:

Increase for additional professional design and engineering services for Phase II of the Riverfront Development including tree canopy trail extension, design at Fourth Street and additional funds for Construction Administration services;

involving an increase cost of THREE HUNDRED EIGHTY-EIGHT THOUSAND TWO HUNDRED SIXTY-EIGHT AND 00/100 DOLLARS – (\$388,268.00) for a total contract amount NOT TO EXCEED TWO MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED SEVENTY-THREE AND 85/100 DOLLARS (\$2,844,973.85) when combined with change orders 1 and 2 all as more particularly set forth in said CHANGE ORDER 3 FOR RFP #4284 - CONTRACT FOR RIVERFRONT DEVELOPMENT IMPLEMENTATION FRAMEWORK

1 which is on file in the Office of the Department of Purchasing, and is by reference
2 incorporated herein, made a part hereof, and is hereby in all things
3 ratified, confirmed and approved.
4

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

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11 APPROVED AS TO FORM AND LEGALITY
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14 _____
Carol Helton, City Attorney
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CHANGE ORDER NO. 3

TO THE CONTRACT FOR Fort Wayne Riverfront Implementation Framework

THIS Change Order No. 3 ("Change Order") is entered into this _____ day of _____, 2021, by and between **Land Collective, LLC** ("Consultant"), and the **City of Fort Wayne, IN** ("City") for the consideration hereinafter named, to wit:

CHANGES TO THE CONTRACT

1. On October 15, 2018, City entered into an agreement with Consultant in the amount of \$2,399,923.85 (the "Contract") for design and planning services including a Neighborhood Master Plan and Environmental and Infrastructure Planning for Phase II and Phase III of Fort Wayne's Riverfront (the "Project").
2. On March 4, 2021, the City approved Change Order No. 1 to the Contract which shifted remaining funds from completed phases to upcoming phases which allowed the contract amount to remain the same at \$2,399,923.85.
3. On July 19, 2021, the City approved Change Order No. 2 to the Contract which added \$56,782.00 to the contract, totaling \$2,456,705.85.
4. During the course of work on the project, the additional work itemized on attached Exhibit A was determined to be required, which additional work was not foreseen at the time that the scope of work was developed for the Contract.
5. This executed Change Order approves an increase in the Contract price in the amount Three Hundred Eighty-Eight Thousand Two Hundred Sixty-Eight and 00/100 Dollars (\$388,268.00) to complete the work itemized in attached Exhibit A.

AMENDED CONTRACT PRICE

The amended total contract price is the not-to-exceed amount of Two Million Eight Hundred Forty-Four Thousand Nine Hundred Seventy-Three and 85/100 Dollars (\$2,844,973.85).

EFFECT OF THE ORIGINAL CONTRACT

All terms and conditions of the Contract, whether or not repeated in this Change Order, are in all respects intact and are fully applicable to this Change Order, except as specifically modified by this Change Order.

[Remainder of page intentionally blank; signatures appear on following page]

IN WITNESS WHEREOF, the Parties have executed this instrument on the date first written above.

CONSULTANT
By: _____
Signature

Printed Name

Title

CITY
By: _____
Garry Morr, City Controller

Attest:

Signature

Printed Name

Title

Date

Attest:

Signature

Printed Name

Title

Date

*This instrument prepared by Stacy Haviland, Community Development Administrator,
Redevelopment Department, 200 East Berry Street, Suite 320, Fort Wayne, Indiana 46802.*

March 1, 2022

Stacy Haviland
City of Fort Wayne – Community Development
200 East Berry Street, Suite 320
Fort Wayne, IN 46802

RE: Scope/Fee Adjustment Request – A) Schaab Alley Redesign and Canopy Trail Extension, B) Fourth Street Realignment Redesign and C) Construction Administration Services.

A. Schaab Alley Redesign and Canopy Trail Extension

Per the Owner's request, Land Collective's team will redesign the Schaab Alley and extend the length of the Canopy Trail to connect closer to the Harrison Street Bridge. Land Collective's team had previously submitted the Permitting Set, dated December 17, 2021, which approximates 50% Construction Documentation. The requested redesign for these areas will include a combined concept/schematic phase, design development, and construction documentation drawings.

Based on conversations with the Owner, Land Collective understands the revised vision for this area is to include a multi-use, public plaza that can be programmed throughout the year by City agencies. An extension of the Canopy Trail will extend further south towards Harrison Street Bridge. The assumption is the Canopy Trail will cross over the existing floodwall, which is a solution previously reviewed by the US Army Corp. of Engineers (USACE). Design exploration will include the realignment of the Urban Trail/Riverfront Greenway so that it is located closer to the floodwall, so as to minimize conflicts with future adjacent private development programming. Further explorations will include opportunities for inclusion of civic art and identity for this node of the riverfront.

See attachments for subconsultant scope of work.

Schedule:

The schedule identified below is extraordinarily challenging and vulnerable to change. Land Collective recognizes that the City also appreciates this vulnerability. Every effort will be taken to meet these schedule goals as defined by the City's desire for a permitting package and commencement of construction within the year 2022. All dates below are defined as target goals, but are dependent upon approval to proceed with this additional scope of work.

- *One Month Concept/Schematic*
- *Two and a half Months Design Development*

[April 30th Goal]: Permit Set Complete

[May 31st Goal]: Design Development Complete

- *Three Months Construction Documentation*

[August 15th Goal]: Construction Documents Complete

Assumptions:

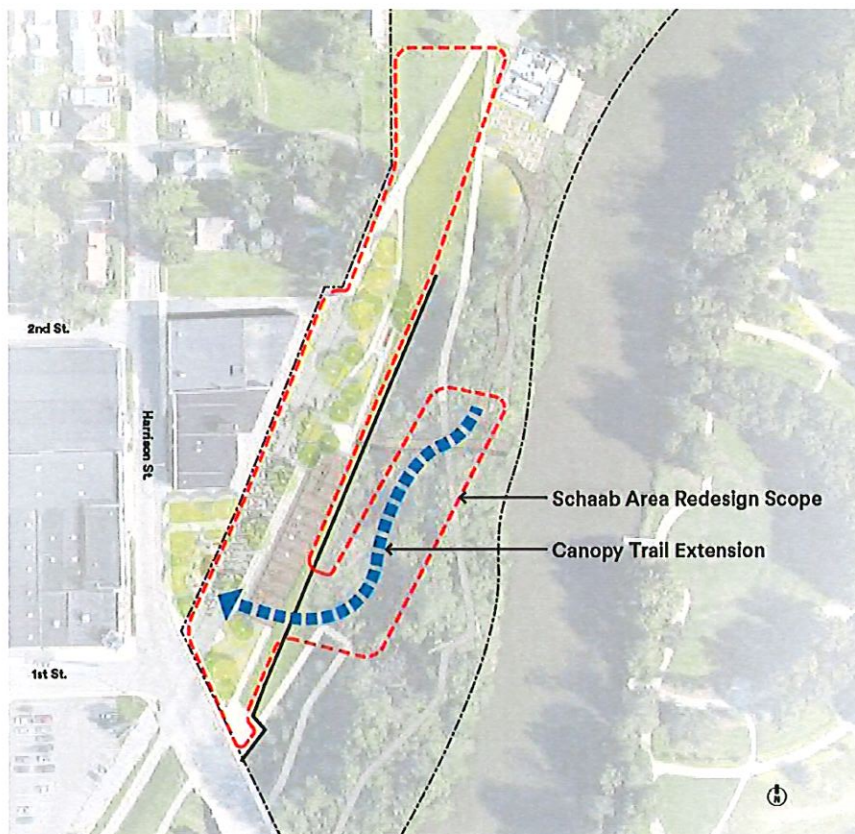
- The City will respond promptly to design proposals so that design process can move expeditiously.
- This change order only includes the following consultants: CBBEL (civil engineering); CE Solutions (structural engineering); MSKTD (electrical engineering).
- If additional consultants are needed, they will be brought on as an addition to this change order.

Part A Fees:

It is assumed that dollars represented here are in addition to existing contractual fees and expenses between the City, Land Collective, and the subconsultants. The fees include a 5% subconsultant markup.

Land Collective	\$145,000.00
CBBEL	\$ 48,090.00
CE Solutions	\$ 12,075.00
MSKTD	\$ 9,188.00
PART A SUBTOTAL:	\$ 214,353.00

Scope:



B. Fourth Street Realignment Redesign

The following Change Order represents a design revision requested by the City for redesigning the streetscape of Fourth Street and Calhoun Street. At the beginning of the Design Development phase, the City defined Fourth Street to be realigned as an S-shaped curve. The design team delivered 100% Design Development documents based on this direction.

After 100% Design Development phase, the City removed the desire to realign this streetscape and instead requested this area maintain its current alignment but to redesign the streetscape to include the Urban Trail, new sidewalks, curbs, lighting and drainage. In the Construction Documentation Phase, the design team pivoted to revise the construction documentation per client direction. The fees associated with revising the documentation are represented below.

See attachments for subconsultant scope of work.

Part B Fees:

It is assumed that dollars represented here are in addition to existing contractual fees and expenses between the City, Land Collective, and the subconsultants. The fees include a 5% subconsultant markup.

Land Collective	\$25,000.00
CBBEL	\$ 15,225.00
<u>MSKTD</u>	<u>\$ 6,878.00</u>
PART B SUBTOTAL	\$47,103.00

C. Construction Administration Services

During the first contract negotiations, back in 2018, Construction Administration services were drastically minimized from Christopher B. Burke Engineering's (CBBEL) scope of work as a City-requested cost savings measure. However, as we approach the end of construction documentation, it is clear that CBBEL's civil engineering (including riparian corridor, and levee construction) participation will be critical during the construction administration phase.

Part C Fees:

It is assumed that dollars represented here are in addition to existing contractual fees and expenses between the City, Land Collective, and the subconsultants. The fees include a 5% subconsultant markup.

<u>CBBEL</u>	<u>\$129,675.00</u>
PART C SUBTOTAL	\$129,675.00

CHANGE ORDER TOTAL FEES:

There is a remaining balance of \$2,863.00 as part of Wilson Consulting's remaining Design Development Phase. We propose shifting these remaining funds to offset the cost of the change order.

PART A SUBTOTAL \$214,353.00

PART B SUBTOTAL \$ 47,103.00

PART C SUBTOTAL \$129,675.00

Shifted Remaining DD Balance \$ (2,863.00)

NET ADDITIONAL SERVICE	\$388,268.00
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Respectfully submitted,



David Rubin, PLA, FASLA, FAAR
Principal
DAVID RUBIN Land Collective



February 7, 2022

Brian Staesnick
David Rubin Land Collective
57 N. 2nd St.
Philadelphia, PA 19106

Subject: **Fort Wayne Riverfront Phase 2
Amendment No. 3**

Dear Mr. Staesnick,

In accordance with our contract, we are notifying you of a change in the scope of work for this project that will result in additional work that was not included in our original contract. The specific scope changes and resulting additional fees are outlined below.

BACKGROUND

It is our understanding that the City of Fort Wayne would like the design team to modify the design plans to the "Schaab Shed Area" between Harrison Street Bridge and the Third Street Pump Station. The Land Collective team had previously completed 50% construction documentation for this area. The requested redesign for this area will restart at the concept phase and move through schematic design, design development and construction documentation.

The new design vision for this area is to include a multi-use, public plaza that can be programmed throughout the year by City agencies. In addition, the Canopy Trail is to extend further south towards Harrison Street Bridge. The assumption is that the Canopy Trail will cross over the floodwall, which is a solution previously reviewed by the US Army Corp. Exploration will include the realignment of the riverfront trail to be closer to the floodwall and removed from the area immediately associated with private development. Explorations will include opportunities for inclusion of civic art and identity for this node of the riverfront.

ADDITIONAL SCOPE OF WORK ITEMS

Task 1 – Utility Coordination: It is expected that there are numerous underground utilities within the project limits. Burke will work with various utility companies identified by the surveyor to communicate the scope of the project and coordinate on potential utility conflicts.

Task 2 – Design Drawings: It is expected that the following documents will be updated through the schematic, detailed and construction drawing development:

- Demolition Plan
 - Includes identification of trees impacted by project. City to assist in identifying trees to be saved.
- Grading Plan (Drainage Design)
- Utility Plan (Coordination with Utilities)
- Erosion and Sediment Control Plan and Details

Task 3 – Hydraulic Modeling: Burke staff will update the hydraulic model developed for the original scope of work. Adjustments will be made as needed to achieve the design objectives, meet local ordinance and state and federal agency permit requirements, and optimize the constructability of the improvements. Additionally, Burke will update the permit documentation prepared for “Construction in Floodway” permit.

EXCLUDED SERVICES

This current proposal specifically excludes the following services:

1. Bidding assistance
2. Construction observation
3. Record drawing preparation
4. Hazardous materials mitigation
5. Right-of-way engineering and land acquisition

We appreciate your consideration to this matter and look forward to working with you towards successful completion of this project. Please contact me or Andrew Miller at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS AMENDMENT AND ESTIMATED FEE ARE ACCEPTED BY DAVID RUBIN LAND COLLECTIVE:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

February 7, 2022

Mr. Brian Staesnick, PLA, ASLA, LEED AP ND
Associate
Land Collective
55 Monument Circle, Suite 1300D
Indianapolis, IN 46204

Re: Scope/Fee Adjustment Request No. 2
Riverfront Development Implementation Framework
Fort Wayne, IN

CE Solutions Project No: 18-127

Dear Brian,

CE Solutions respectfully submits the following Scope/Fee Adjustment Request (SFAR) for additional services on the captioned project:

Our SFAR is based on the following information:

- February 3, 2022 email and phone conversation between Brian Staesnick and Matt Murray.
- Scope/Fee Adjustment Request No. 1 prepared by CE Solutions, dated June 30, 2021.
- Professional Services Agreement between Land Collective and CE Solutions, Inc. dated August 2, 2018.

SCOPE ADJUSTMENT

The following ADDITIONAL SERVICES to the Agreement between Land Collective and CE Solutions, Inc. have been requested:

- Structural Design, Bidding, and Structural Construction Administration services for the following structures / structural systems that are beyond our original Scope of Basic Services and Scope/Fee Adjustment Request No. 1:
 - Extension of the Canopy Trail: Structural framing system for extending the elevated canopy trail further south toward Harrison Street. The trail extension will include a span that bridges over the levee wall, and the south overlook may be relocated. Our SFAR assumes the structural detailing and typical trail widths and radiuses will match those of the canopy trail from our most recent structural drawings dated December 17, 2021. Our SFAR also assumes that the portion of the canopy trail located to the north of the south overlook will remain unchanged from the structural drawings dated December 17, 2021. Structural design for deviations from the stated assumptions is beyond the scope of this SFAR, but will be provided if requested for an agreed upon fee.
 - Additional Retaining Walls in the Schaab Redesign Area: Reinforced concrete retaining walls and foundations as needed for the redesign of the Schaab area. Our SFAR

assumes that the added retaining walls will be located within the existing lawn/drive area located between Harrison Street and the south end of the existing Schaab building, and that the maximum retained soil height will not exceed 8'-0". Structural design for deviations from the stated assumptions is beyond the scope of this SFAR, but will be provided if requested for an agreed upon fee.

- o Deletion of the Shade Structure: The shade structure will be removed from the project scope. Note: our completion percentage for this scope item is currently at approximately 75%.

Very truly yours,



Matthew R. Murray, PE, SE
Senior Project Manager

SCOPE/FEE ADJUSTMENT ACCEPTANCE

Description of Professional Services:

Additional Services as outlined in the foregoing Scope/Fee Adjustment Request No. 2.

Project Name:

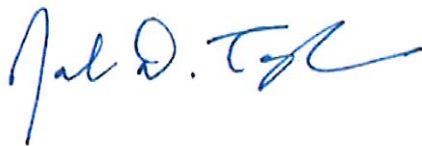
Riverfront Development Implementation Framework
Fort Wayne, Indiana

CE Solutions Project No: 18-127

The following signatures indicate acceptance of the foregoing Scope/Fee Adjustment Request.
Please execute two copies and return one (1) original fully executed copy of this page to our office.
Retain the other copy for your records.

Thank you.

CE Solutions, Inc.



DATE: February 7, 2022

John D. Taylor, PE
Principal / Vice President

Land Collective

BY: _____

Printed Name: _____

Title: _____

DATE: _____



MSKTD
& Associates

Architecture | Engineering | Interior Design

February 7, 2022

Brian Staesnick, PLA, ASLA, LEED AP ND
Landscape Architect
Land Collective
57 North Second Street
Philadelphia, PA 19106

RE: Schaab Area Redesign Additional Scope
Streetscape Lighting and Electrical Design
Fort Wayne Riverfront Phase II

Dear Brian:

After reviewing the conceptual plans for the redesign of the Schaab area and Canopy Trail, MSKTD's fee proposal follows for the streetscape lighting and electrical infrastructure design for the scope adjustment in Phase II of the Riverfront development.

Schaab Area Redesign – Schematic Design through Construction Documents

Scope of work:

- Design streetscape lighting for redesigned Schaab area between Harrison Street Bridge and Third Street Pump Station, as well as redesigned Canopy Trail and Wetlands Boardwalk, based on City of Fort Wayne standards. Provision for convenience power and specialty event electrical hook-ups throughout area as required.

Deliverables by Phase

Schematic Design

- Technical narrative on landscape lighting systems and electrical infrastructure.
- One (1) virtual meeting with team for this phase.

Design Development

- Design development drawings for lighting systems and electrical infrastructure for convenience and event power.
- Outline specifications for all technical sections related to lighting and electrical infrastructure design.
- Advice on permitting requirements with local agencies.
- One (1) virtual coordination meeting with team and client for this phase.
- One-hour weekly teleconference coordination call (3 calls total).
- One-hour teleconference call for utility coordination (2 calls total).
- Office administration support for drawings and specifications (2 hours).

Construction Documents

- Construction documents for all lighting systems and electrical infrastructure for convenience and event power.
- Technical specifications for lighting systems and electrical infrastructure design.
- Support permitting for drawings.
- One (1) virtual coordination meeting with team and client for this phase.
- One-hour weekly teleconference coordination call (3 calls total).
- One-hour teleconference call for utility coordination (2 calls total).
- Office administration support for drawings and specifications (4 hours).

Construction Administration

- Review product submittals.
- Two (2) on-site construction meetings.
- Final site punch and inspection at 95% project completion.
- Office administration support for construction coordination efforts (4 hours).

Our fee is based on the following:

- Coordination with Civil Engineer and electrical utility company on existing electrical utility locations. Documentation of any relocation or removal of electrical utilities to be done by Civil Engineer.
- Photometrics for revised lighting layout, as well as lighting plans/schedule.
- Consultation with appropriate agencies.
- MSKTD will be provided with base plans in AutoCad for our use.
- No low voltage systems design fees are included in our proposal.
- Additional meetings except as noted will be billed at MSKTD's standard hourly rates (see attached).
- No cost estimating is included in our proposal.

Brian, if you have any questions after you have had a chance to review, please call me and we can discuss.

Thank you,

MSKTD & ASSOCIATES, INC.



Keith Ross, PE

Attachment: MSKTD Standard Hourly Rates
Certificate of Insurance

HOURLY RATES 2022

Principal\$175.00 - \$205.00/hr

Engineering

Senior Professional Engineer\$130.00 - \$155.00/hr

Professional Engineer\$120.00 - \$145.00/hr

Design Engineer\$75.00 - \$130.00/hr

Senior Engineering Technician.....\$65.00 - \$85.00/hr

Engineering Technician\$60.00 - \$80.00/hr

Architectural

Senior Registered Architect\$125.00 - \$145.00/hr

Registered Architect\$85.00 - \$130.00/hr

Architectural Graduate\$75.00 - \$130.00/hr

Landscape Architect\$90.00 - \$100.00/hr

Architectural Technician\$80.00 - \$130.00/hr

CAD/BIM Design Technician\$65.00 - \$95.00/hr

Intern Architect\$45.00 - \$55.00/hr

Interiors

Interior Designer\$75.00-\$90.00/hr

Clerical/Assistant\$55.00-\$80.00/hr

These rates effective until January 1, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Ft. Wayne 6714 Pointe Inverness Way #100 Ft. Wayne IN 46804		CONTACT NAME: Karen Huntington PHONE (A/C No./Ext): 260-969-3983 FAX (A/C No): 260-969-3999 E-MAIL: karen.huntington@hylant.com ADDRESS: karen.huntington@hylant.com	
INSURED MSKTD & Associates, Inc. MSKTD Build, LLC 1715 Magnavox Way Fort Wayne IN 46804		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co NAIC# 19038 INSURER B: Continental Casualty Company 20443 INSURER C: Continental Insurance Company 35289 INSURER D: SummitPoint Insurance Company 15136 INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 77719781		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input checked="" type="checkbox"/> LOG OTHER:		6023619408	1/1/2022	1/1/2023
					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6023619439	1/1/2022	1/1/2023
					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		6023619411	1/1/2022	1/1/2023
					EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCS3008779	1/1/2022	1/1/2023
					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional E&O Claims Made		105543554	1/1/2022	1/1/2023
					Per Claim Aggregate Deductible 5,000,000 5,000,000 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required).
Excess / Umbrella Liability does not go over Professional E&O
For informational purposes only

CERTIFICATE HOLDER MSKTD & Associates, Inc. 1715 Magnavox Way Fort Wayne IN 46804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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2 of 2 3113



December 10, 2021

Brian Staesnick
David Rubin Land Collective
57 N. 2nd St.
Philadelphia, PA 19106

Subject: **Fort Wayne Riverfront Phase 2
Amendment No. 2**

Dear Mr. Staesnick,

In accordance with our contract, we are notifying you of a change in the scope of work for this project that will result in additional work that was not included in our original contract. The specific scope changes and resulting additional fees are outlined below.

BACKGROUND

It is our understanding that the City of Fort Wayne would like the design team to modify the design plans to assume 4th and north Calhoun streets within the Riverfront Phase 2 project will maintain existing alignment. Changes to the design shall allow for the proposed work to tie back into the existing grading at the streets.

ADDITIONAL SCOPE OF WORK ITEMS

PHASE 2 – CONSTRUCTION DOCUMENTS

Task 1 – Utility Coordination: It is expected that there are numerous underground utilities within the project limits. Burke will work with various utility companies identified by the topographic surveyor to communicate the scope of the project and coordinate on potential utility conflicts.

Task 2 – Construction Documents: It is expected that the following construction drawings will be modified to incorporate the change in scope:

- Demolition Plan
- Plan and Profile Sheets
- Grading Plan (ADA Ramp Layout)
- Utility Plan (Coordination with Utilities)
- Erosion and Sediment Control Plan and Details

EXCLUDED SERVICES

This current proposal specifically excludes the following services:

1. Street lighting design
2. Drainage design and/or improvements along 4th and Calhoun streets
3. Permits not specifically listed
4. Permit fees
5. Additional meetings beyond the three described above

6. Construction observation
7. Record drawing preparation
8. Hazardous materials mitigation
9. Right-of-way engineering and land acquisition

We appreciate your consideration to this matter and look forward to working with you towards successful completion of this project. Please contact me or Andrew Miller at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS AMENDMENT AND ESTIMATED FEE ARE ACCEPTED BY DAVID RUBIN LAND COLLECTIVE:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____



MSKTD
& Associates

Architecture | Engineering | Interior Design

December 2, 2021

Brian Staesnick, PLA, ASLA, LEED AP ND
Landscape Architect
Land Collective
57 North Second Street
Philadelphia, PA 19106

RE: 4th Street & Calhoun Redesign Project
Streetscape Lighting and Electrical Design
Fort Wayne Riverfront Phase II

Dear Brian:

After reviewing the proposition for the 4th Street & Calhoun redesign, MSKTD's fee proposal follows for the streetscape lighting and electrical infrastructure design for the additional scope in Phase II of the Riverfront development.

4th Street & Calhoun Redesign – Schematic Design through Construction Documents

Scope of work:

- Design streetscape lighting for renovation of 4th Street and North Calhoun Street, between 3rd Street and Clinton Street, as well as new portion of the Urban Trail, based on City of Fort Wayne standards. Provision for convenience power throughout area as required.

Deliverables by Phase

Schematic Design

- Technical narrative on landscape lighting systems.
- One (1) virtual meeting with team for this phase.

Design Development

- Design development drawings for streetscape lighting systems and convenience power infrastructure.
- Outline specifications for all technical sections related to streetscape lighting and convenience power design.
- Advice on permitting requirements with local agencies.
- One (1) site visit with team for this phase.
- One-hour weekly teleconference coordination call (3 calls total).
- Office administration support for drawings and specifications (2 hours).

Construction Documents

- Construction documents for all streetscape lighting systems and convenience power infrastructure.
- Technical specifications for streetscape lighting systems and convenience power infrastructure.
- Support permitting for drawings.
- One (1) virtual coordination meeting with team and client for this phase.
- One-hour weekly teleconference coordination call (3 calls total).
- Office administration support for drawings and specifications (4 hours).

Construction Administration

- Review product submittals.
- Two (2) on-site construction meetings.
- Final site punch and inspection at 95% project completion.
- Office administration support for construction coordination efforts (4 hours).

Our fee is based on the following:

- Coordination with Civil Engineer and electrical utility company on existing electrical utility locations. Documentation of any relocation of electrical utilities to be done by Civil Engineer.
- Photometrics for lighting layout, as well as lighting plans/schedule.
- Consultation with appropriate agencies.
- MSKTD will be provided with base plans in AutoCad for our use.
- No low voltage systems design fees are included in our proposal.
- Additional meetings except as noted will be billed at MSKTD's standard hourly rates (see attached).
- No cost estimating is included in our proposal.

Brian, if you have any questions after you have had a chance to review, please call me and we can discuss.

Thank you,

MSKTD & ASSOCIATES, INC.



Cooper Hill

Attachment: MSKTD Standard Hourly Rates
Certificate of Insurance



MSKTD
& Associates

MSKTD HOURLY RATES 2021

Principal..... \$165.00 - \$195.00/hr

Engineering

Senior Professional Engineer \$130.00 - \$150.00/hr

Professional Engineer..... \$100.00 - \$140.00/hr

Design Engineer \$75.00 - \$125.00/hr

Senior Engineering Technician \$65.00 - \$85.00/hr

Engineering Technician \$60.00 - \$85.00/hr

Architectural

Senior Registered Architect \$115.00 - \$140.00/hr

Registered Architect \$75.00 - \$125.00/hr

Architectural Graduate..... \$70.00 - \$125.00/hr

Landscape Architect \$85.00 - \$95.00/hr

Architectural Technician..... \$80.00 - \$125.00/hr

CAD/BIM Design Technician \$60.00 - \$85.00/hr

Intern Architect \$45.00 - \$50.00/hr

Interiors

Interior Designer \$70.00-\$85.00/hr

Clerical/Assistant \$45.00-\$75.00/hr

These rates effective until January 1, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Ft. Wayne 6714 Pointe Inverness Way #100 Ft. Wayne IN 46804		CONTACT NAME: Ashley Deaton PHONE (A/C No. Ext): 260-969-3963 E-MAIL ADDRESS: ashley.deaton@hylant.com FAX (A/C No.): 260-969-3999	
INSURED MSKTD & Associates, Inc. MSKTD Build, LLC 1715 Magnavox Way Fort Wayne IN 46804		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co INSURER B: Continental Casualty Company INSURER C: Continental Insurance Company INSURER D: SummitPoint Insurance Company INSURER E: INSURER F:	
		NAIC # 19038 20443 35289 15136	

COVERAGES **CERTIFICATE NUMBER:** 115540351 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6023619408	1/1/2021	1/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6023619439	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			6023619411	1/1/2021	1/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCS3006779	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional E&O Claims Made			105543554	1/1/2021	1/1/2022	Per Claim Aggregate Deductible \$5,000,000 \$5,000,000 \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess / Umbrella Liability does not go over Professional E&O
For informational purposes only

CERTIFICATE HOLDER MSKTD & Associates, Inc. 1715 Magnavox Way Fort Wayne IN 46804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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February 21, 2022

Brian Staresnick
David Rubin Land Collective
57 N. 2nd St.
Philadelphia, PA 19106

Subject: **Fort Wayne Riverfront Phase 2
Amendment No. 4**

Dear Mr. Staresnick,

In accordance with our contract, we are notifying you of a change in the scope of work for this project that will result in additional work that was not included in our original contract. The specific scope changes and resulting additional fees are outlined below.

BACKGROUND

It is our understanding that the City of Fort Wayne would like the to add construction administration to the contract.

ADDITIONAL SCOPE OF WORK ITEMS

CONSTRUCTION-RELATED SERVICES:

It is expected that full-time construction observation will be performed by others. However, to fulfill duties as the engineer of record and to responsibly sign and certify record drawings, Burke must maintain involvement during the construction phase. Burke proposes the following tasks as designer involvement during construction.

Task 1 – Site Visits: Burke staff will perform site visits during construction at intervals appropriate to various stages of construction. The site visits will be for the purpose of responding to requests for information from the contractor and/or City, observing the overall progress of construction, and documenting conditions for preparation of as-built drawings. Burke has estimated daily site visits for up to three months of levee construction and one visit per month for the remaining nine months for a total anticipated construction period of 12 months.

Task 2 – Submittal Review: Burke staff will review shop drawings and product data submittals provided by the contractor as required by the technical specifications. Burke will sign, date, and indicate the contractor's requirements for revision or correction of the submittal.

Task 3 – Requests for Information: Burke will respond to contractor and/or City questions during construction to provide additional information or clarification on construction-related issues. Each request will be documented, and a formal response returned to the contractor and the City.

Task 4 – Record Drawings: Burke staff will prepare record drawing documentation of the project. The record drawing documentation will be based on field mark-ups to be provided by the contractor as well as Burke's own site visits. It is also expected that the contractor will provide a digital as-built topographic survey of the levee in DWG or DGN format for incorporation into the record documents.

Task 5 – Project Management, Administration and Meetings: This task is associated with project coordination, management, and administration throughout this phase of the project. Burke staff will attend the pre-construction meeting, substantial completion meeting, and final completion meeting. It is anticipated that these meetings along with monthly progress meetings will be facilitated by others.

EXCLUDED SERVICES

This current proposal specifically excludes the following services:

1. Bidding assistance
2. Full-time construction observation
3. Hazardous materials mitigation
4. Right-of-way engineering and land acquisition
5. Additional meetings

We appreciate your consideration to this matter and look forward to working with you towards successful completion of this project. Please contact me or Andrew Miller at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS AMENDMENT AND ESTIMATED FEE ARE ACCEPTED BY DAVID RUBIN LAND COLLECTIVE:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

DIGEST SHEET

TITLE OF ORDINANCE. An ordinance approving change order 3 for RFP #4284 – contract for Riverfront Development Implementation Framework - (not to exceed \$2,400,000.00) by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Land Collective for the Division of Community Development.

DEPARTMENT REQUESTING RESOLUTION. Community Development

SYNOPSIS OF RESOLUTION. The resolution approves a change order increasing the amount of the contract by \$388,268.00 for additional professional design and engineering services for Phase II of the Riverfront Development including tree canopy trail extension, design at Fourth Street and additional funds for Construction Administration services as more fully described in the Change Order No. 3 document and Land Collective's Scope/Fee Adjustment Request both attached hereto. The total contract amount will be not to exceed \$2,844,973.85

EFFECT OF PASSAGE. The proposed change order will allow design and creation of construction and bid documents for Phase II Riverfront Public Open Space improvements to be completed for the area north of the St. Marys River from Ewing Street to Clinton Street, allowing for construction of the designed improvements. The proposed change order also allows for construction administration services by the Civil Engineer allowing for more thorough follow-through on DNR, IDEM, and the Army Corps of Engineers permitting concerns and preparation of as-built drawings for site utilities and changes made to the levee system.

EFFECT OF NON-PASSAGE. The construction and bid documents for Phase II Riverfront Public Open Space improvements will not be finished in a manner that's substantially consistent with the initial scope which means construction cannot begin.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS). \$388,268.00 will come from Local Income Tax: Riverfront. The Local Income Tax increase approved by Council in 2017 contemplated Expenditures for engineering, design and planning work necessary for phases 2 and 3 of riverfront development.

ASSIGNED TO COMMITTEE (PRESIDENT). _____



COMMUNITY DEVELOPMENT

Vibrant. Prosperous. Growing.

Thomas C. Henry, Mayor

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne, IN 46802

260 427-1127 fwcommunitydevelopment.org

MEMO

To: City of Fort Wayne Common Council

Copy: City of Fort Wayne Community Development Division

From: Stacy Haviland, Community Development Administrator, 427-2147

Subject: Council Approval of Change Order 3 for an existing contract for Riverfront Development Implementation Framework

Date: March 3, 2022

The Community Development Division hereby requests that the Common Council consider and approve change order 3 for the Riverfront Development Implementation Framework contract with Land Collective. The change order allows for an increase for additional professional design and engineering services for Phase II of the Riverfront Development including tree canopy trail extension, design at Fourth Street and additional funds for Construction Administration services as more fully described in the Change Order No. 3 document and Land Collective's Scope/Fee Adjustment Request both attached hereto. The proposed change order amount is \$388,268.00 for a total contract amount not to exceed \$2,844,973.85 when combined with change orders 1 and 2.

We respectfully request your approval of this change order so that we may proceed with the additional work. If you have any questions, please feel free to contact me at 427-2147.

Thank you in advance.

An Equal Opportunity Employer

