




Department of
Community Investment

Memorandum

May 14, 2015

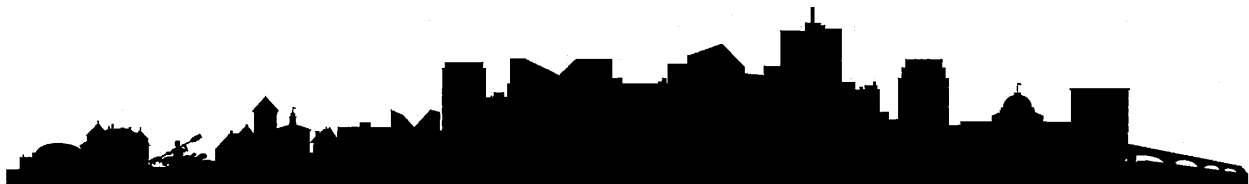
TO: Redevelopment Commission
FROM: David Relos, Economic Resources 
SUBJECT: Resolution No. 3291 & Addendum to the Master Agency Agreement
High & Ireland Intersection Redesign / Christopher Burke Engineering

This Resolution and Agency Agreement is to finalize the intersection improvements for High & Ireland. Plans are to widen this intersection's turning radius so semi-trucks using this entrance into Erskine Plaza do not jump the curb, to relocate the Plaza's sign from the middle of High Street, and add sidewalk connectivity and a dedicated left turn onto High from westbound Ireland traffic.

Originally the Plaza's sign was to be moved to the east side of High St. The property owner where the sign was to be moved has since objected to it being located there, because the property is now listed for sale and they fear it would lower the value of their property.

The property owner on the west side of High St. has agreed to allow the sign to be located on their property, which necessitates the intersection plans to be changed, in addition to the deletion of shifting Ireland to the south, thereby allowing less right of way, if any, being needed from the property owner on the east side of High St.

Staff requests approval of Resolution No. 3291, the Addendum to the Master Agency Agreement, and professional services agreement with Christopher Burke in a not-to-exceed amount of \$50,000.



RESOLUTION NO. 3291

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROVING AND AUTHORIZING THE EXECUTION OF
AN ADDENDUM TO THE MASTER AGENCY AGREEMENT
(High & Ireland Intersection Redesign)**

WHEREAS, effective January 1, 2014, the South Bend Department of Redevelopment, acting by and through its Redevelopment Commission (the “Commission”) and the South Bend Board of Public Works (the “BPW”) entered into a Master Agency Agreement which authorized the BPW to act as agent for and on behalf of the Commission for certain projects; and

WHEREAS, pursuant to the Master Agency Agreement, the Commission desires to add the High & Ireland Intersection Redesign to the Master Agency Agreement by way of this Addendum.

NOW, THEREFORE, BE IT RESOLVED by the South Bend Redevelopment Commission as follows:

Section 1. The Commission hereby approves the Addendum to Master Agency Agreement High & Ireland Intersection Redesign and hereby authorizes its execution in substantially the form attached hereto with such changes as the Commission may deem necessary or appropriate upon the advice of counsel, said execution thereof to be conclusive evidence of the Commission’s approval of such changes. The Clerk is hereby directed to file a copy of the Addendum with the BPW.

Section 2. This Resolution shall be in full force and effect after its adoption by the Commission.

Section 3. Commission staff members are authorized to execute on behalf of the Commission any documents necessary to carry out the intent of this resolution.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on
May 14, 2015, at 9:30 a.m., in Room 1308, County-City Building, South Bend, Indiana
46601.

**CITY OF SOUTH BEND,
DEPARTMENT OF
REDEVELOPMENT**

South Bend Redevelopment Commission

ATTEST:

South Bend Redevelopment Commission

**ADDENDUM TO
MASTER AGENCY AGREEMENT
(High & Ireland Intersection Redesign)**

This Addendum to Master Agency Agreement (this “Addendum”), made and entered into as of the 14th day of May, 2015, by and between the South Bend Department of Redevelopment, acting by and through its Redevelopment Commission (the “Commission”) and the City of South Bend, Indiana, a municipal corporation duly organized and existing pursuant to the laws of the State of Indiana, acting by and through its Board of Public Works (the “BPW”) for purposes of the Commission designating the BPW to act as the Commission’s agent to undertake the High & Ireland Intersection Redesign (the “Project”).

WHEREAS, effective January 1, 2014, the Commission and the BPW entered into a Master Agency Agreement which authorized the BPW to act as agent for and on behalf of the Commission for certain projects; and

WHEREAS, pursuant to the Master Agency Agreement, the Commission desires to add the Project to the Master Agency Agreement by way of this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BPW and the Commission agree as follows:

1. The Commission hereby empowers and appoints the BPW, pursuant to the Master Agency Agreement, to act as the Commission’s agent for the limited purpose of contracting for and managing the completion of the Project, the scope of said Project being more specifically described in “Exhibit A”, attached hereto and made a part hereof.
2. All of the terms and conditions of the Master Agency Agreement shall

control this appointment and this Addendum shall be attached to the Master Agency Agreement.

3. Commission members are authorized to execute on behalf of the Commission any documents necessary to carry out the intent of this Addendum.

IN WITNESS WHEREOF, the undersigned execute this Addendum to Master Agency Agreement to be effective as of the date first written above.

**CITY OF SOUTH BEND,
DEPARTMENT OF
REDEVELOPMENT**

South Bend Redevelopment Commission

ATTEST:

South Bend Redevelopment Commission

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**

Gary Gilot, President

Kathryn Roos, Member

David Relos, Member

Elizabeth Maradik, Member

Brian Pawlowski, Member

ATTEST:

Linda Martin, Clerk

Exhibit "A"

High & Ireland Intersection Redesign

Project Scope and Description:

Redesign of the High & Ireland intersection to move the Erskine Plaza sign currently in the middle of the street from the east side of High St. to the west side.

Budget: \$50,000



May 4, 2015

Mr. Dave Relos
City of South Bend
Department Community Investment
14th Floor County-City Building
South Bend, IN 46601

Subject: **South Bend South Side Corridor Improvements
High Street and Ireland Road Intersection Redesign
Amendment No. 3**

Dear Mr. Relos:

In accordance with our contract, Christopher B. Burke Engineering, LLC (CBBEL) is notifying you of a change in the scope of our project which will result in additional work that was not included in the original contract scope of services. In response to the city's request at our meeting on April 22nd, 2015, the contract scope of services is expanded as noted below.

UNDERSTANDING OF THE ASSIGNMENT

The city of South Bend originally contracted CBBEL to design the High Street and Ireland Road intersection to include a future multi-use path on the north side of the intersection along the Erskine Golf Course property. The intersection alignment was shifted to the south to accommodate the future multi-use path. As determined at our meeting on April 22, 2015, the multi-use path is no longer a consideration and the preference is to redesign and re-align the intersection to avoid right-of-way acquisition on the former USA Fitness property. Based on the new design criteria, CBBEL has prepared the following additional scope of work items.

ADDITIONAL SCOPE OF WORK ITEMS

Task 1 – Survey Services for Sign Relocation: CBBEL will hire JPR as a subconsultant for survey and easement description services for the relocation of the Erskine Plaza sign currently located in the median of the High Street and Ireland Road intersection. The sign will be relocated to the Mutual Bank property on the west side of the intersection. JPR will prepare an easement legal description for the proposed sign location and stake the sign location and proposed easement limits (a maximum of two staking trips are included in the fee: one for preliminary review and the second for final approval). No boundary survey services or acquisition assistance is included with this task.

Task 2 – New Intersection Design and Bid Documents: During our meeting on April 22nd it was determined that the proposed multi-use path on the north side of Ireland Road is no longer part of the design criteria for the intersection improvements. The new design will incorporate the original design features including a dedicated left turn on Ireland Road, drainage improvements, and new signal equipment. However, the intersection alignment will be shifted north to minimize the right-of-way

acquisition along the south boundary of the project limits (specifically near the former USA Fitness property).

CBBEL will field-verify that the existing topographic survey is still appropriate for the design. If additional topographic survey is required, CBBEL will notify the city of the changed condition and request a fee from JPR to complete the additional survey work. Additional topographic survey is not included in this amendment.

Specifications and design details for the project will conform to the city's latest design standards.

Deliverables to the city for review will include:

1. 60% design plans, specifications and cost estimate
2. 90% design plans, specifications and cost estimate
3. Final bid documents and cost estimate
 - a. Three paper copies of the bid documents
 - b. One PDF copy of the bid documents
 - c. One Word copy of the Notice to Bidders

CBBEL has included up to three design progress meetings in the proposal.

Task 3 – Permits: CBBEL will prepare the stormwater pollution prevention plan (SWPPP) and associated paperwork needed to submit for an IDEM Rule 5 permit on this project. The permit fee and publication fee are estimated at \$250 and are included in the proposal. Any fees above the \$250 will be the responsibility of the city.

Task 4 – Bidding and Construction Support Services: CBBEL will assist the city in conducting a pre-bid conference at the site. If an addendum is required, we will assist the city with the addendum preparation. The city shall distribute the addendum. Following the bid opening, CBBEL will compile and certify a bid tabulation sheet and provide a contract award recommendation to the city. It is assumed that city staff or representatives will coordinate the bid collection, bid opening and the preparation of the construction agreement.

CBBEL will assist the city during the construction phase by providing shop drawing review services and responding to design questions on an as-needed basis.

SCHEDULE

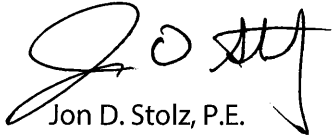
We expect tasks 1 through 3 to take **90** calendar days from notice to proceed. Task 4 will be completed based on the city's bid and construction schedule.

ESTIMATED FEE

We have estimated the total cost for the additional scope of work items outlined above to be **\$47,700**. This amendment is subject to the general terms and conditions included in the original contract dated August 23, 2010 and the attached updated standard rates.

We appreciate your consideration to this matter and look forward to working with you towards successful completion of this project. Please contact me at 317.266.8000 or Jason Durr, P.E. at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, P.E.
Managing Vice President

THIS AMENDMENT FOR THE SOUTH SIDE CORRIDOR IMPROVEMENTS / HIGH AND IRELAND INTERSECTION PROJECT IS ACCEPTED BY THE CITY OF SOUTH BEND, INDIANA – BOARD OF PUBLIC WORKS:

ACCEPTANCE

The above amendment is accepted this _____ day of _____ 2015

Subject to the following conditions: _____

BOARD OF PUBLIC WORKS

President

Member

Member

Member

Member

ATTEST:

Linda M. Martin - Clerk



Standard Charges for Professional Services, January 2015

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	216
Engineer V.....	185
Engineer IV.....	165
Engineer III.....	137
Engineer I/II.....	111
Resource Planner V.....	151
Resource Planner IV.....	137
Resource Planner III.....	119
Resource Planner I/II.....	105
Engineering Technician IV.....	137
Engineering Technician III.....	119
Engineering Technician I/II.....	105
CAD II.....	121
CAD I.....	107
GIS Specialist III.....	125
GIS Specialist I/II.....	95
Environmental Resource Specialist V.....	151
Environmental Resource Specialist IV.....	137
Environmental Resource Specialist III.....	119
Environmental Resource Specialist I/II.....	105
Environmental Resource Technician.....	99
Administrative.....	69
Engineering Intern.....	60
Information Technician I/II.....	68

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage..... Cost + 12%

**Charges include overhead and profit*