



Department of  
**Community Investment**

## Redevelopment Commission Agenda Item

DATE: June 15, 2017  
FROM: Liz Maradik, Planner  
SUBJECT: Budget Increase Request – Riverfront Parks & Trails Agreement

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### PURPOSE OF REQUEST:

The City of South Bend previously entered into an agreement with SmithGroupJJR for the Riverfront Parks & Trails effort. As the City continues to work toward implementation of improvements, additional services from SGJJR are required in order to assist with Seitz Park design refinement in conjunction with the Notre Dame hydroelectric project and the Wharf Partners development as well as assisting with the transition from planning stages to construction of Howard Park improvements.

Staff requests Commission approval of a not-to-exceed increase of \$60,000.

INTERNAL USE ONLY: Project Code: 15J025  
Total Amount new/change (inc/dec) in budget: \$60,000; broken down by:  
Acct # 429.1050.460.31-06 Amt: \$ \_\_\_\_\_; Acct # \_\_\_\_\_ Amt: \_\_\_\_\_;  
Acct # \_\_\_\_\_ Amt: \_\_\_\_\_; Acct # \_\_\_\_\_ Amt: \_\_\_\_\_;  
Going to BPW for Contracting? Y/N Is this item ready to encumber now? \_\_\_\_\_  
Existing PO# 231040 Inc/Dec \$ \_\_\_\_\_



## **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment To Agreement For Professional Services (this “First Amendment”) is entered into on June 15, 2017 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and SmithGroupJJR, Inc., a Michigan corporation with its registered office address at 500 Griswold St., Suite 1700, Detroit, Michigan 48226 (the “Provider”) (each a “Party” and collectively the “Parties”).

### RECITALS

A. The Commission and the Provider entered into that certain Agreement For Professional Services dated July 22, 2016 (the “Agreement”), in connection with the development of a strategic plan for the City of South Bend’s river park and trail system.

B. In order to include an additional scope of work and associated compensation for the Provider, the Parties desire to amend the Agreement as stated in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Agreement and this First Amendment, the Parties agree as follows:

1. The following is inserted at the end of Section 1 of the Agreement: “The Provider will provide to the Commission the additional professional services set forth in attached Exhibit B (the “Additional Services”).”

2. The following is inserted at the end of Section 2 of the Agreement: “In exchange for the Provider’s satisfactory performance of the Additional Services, and subject to the terms and conditions of this Agreement, the Commission will pay the Provider a total sum not to exceed Sixty Thousand Dollars (\$60,000) (the “Additional Contract Amount”). The Commission will pay the Additional Contract Amount in installments upon invoicing by the Provider for (a) the costs of materials and other expenses (not to exceed an aggregate maximum of \$1,000.00) approved in the same manner as set forth in Section 3 below, and (b) time spent in accordance with the fee schedule included in attached Exhibit B (each an “Additional Contract Installment”). The Commission will not be required to pay any Additional Contract Installment if the Commission is not satisfied with the Provider’s performance under this Agreement or any default or breach of this Agreement by the Provider exists, as the Commission may determine in its sole discretion. The sum of all Additional Contract Installments will not exceed the Additional Contract Amount.

3. Exhibit B to this First Amendment is inserted as Exhibit B to the Agreement.

4. Unless expressly modified by this First Amendment, the terms and provisions of the Agreement remain in full force and effect.

5. Capitalized terms used in this First Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

6. This First Amendment will be construed and interpreted according to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Professional Services to be effective as of the Effective Date stated above.

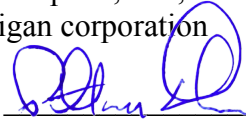
South Bend Redevelopment  
Commission, governing body of the  
City of South Bend Department of  
Redevelopment

By: \_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

SmithGroupJJR, Inc.,  
a Michigan corporation

By:  \_\_\_\_\_  
Patrick M. Doher, PE, Senior Vice President

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## **EXHIBIT B**

### **Additional Services**

***Architect Consultant*** – SmithGroupJJR will assist the City of South Bend in its process to select and Architect (A/E) for the Howard Park Phase I Design and Implementation including pre-bid meeting, answering questions as required during bidding, review and shortlisting of A/E firms, interviewing shortlisted firms and aiding in the selection of an A/E for the project.

***Seitz Park Design Refinement*** – SmithGroupJJR will continue the design efforts for Seitz Park, developing the design to ensure coordination with the Wharf Partners development, IDNR and the Notre Dame hydroelectric project. We will meet with each party as required to ensure collaboration and coordination, and will adjust the design as needed up to the time of the Notre Dame bidding process which is expected to be in September 2017. We will also work with the City as plans for implementation move forward, including discussions regarding easements, construction access and connections to adjacent parcels to accommodate the park design. Our Not-to-Exceed budget suggestion assumes these services to continue up to October 1, 2017. The anticipated product for delivery at the completion of these services is a Schematic Design Plan that can be carried through design development, bidding, construction and completion. We have not included the services beyond schematic design in the suggested budget. For the purpose of this initial effort, we have limited the architecture services to programming and building massing, we have not included architectural design.

***Design Participation*** – Once the A/E is selected for the Howard Park Phase I Implementation, SmithGroupJJR can provide design input and review as needed and requested by the City of South Bend. Our participation in this effort will be as directed by the City.

### **Schedule of Fees for Additional Services**

#### **PROFESSIONAL AND TECHNICAL STAFF**

Principal/ Level 5	\$225.00/hour
Principal/ Level 4	\$215.00/hour
Principal/ Level 3	\$195.00/hour
Principal/ Level 2	\$185.00/hour
Principal/ Level 1	\$175.00/hour
Professional Staff/ Level 11	\$175.00/hour
Professional Staff/ Level 10	\$165.00/hour
Professional Staff/ Level 9	\$150.00/hour
Professional Staff/ Level 8	\$140.00/hour
Professional Staff/ Level 7	\$130.00/hour
Professional Staff/ Level 6	\$115.00/hour
Professional Staff/ Level 5	\$105.00/hour
Professional Staff/ Level 4	\$95.00/hour

Professional Staff/ Level 3	\$90.00/hour
Professional Staff/ Level 2	\$85.00/hour
Professional Staff/ Level 1	\$80.00/hour
Technical Staff/ Level 2	\$90.00/hour
Technical Staff/ Level 1	\$70.00/hour