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BILL NO. S-13-08-13

SPECIAL ORDINANCE NO. S-79-13

AN ORDINANCE approving CONTRACT FOR EWING-FAIRFIELD STREET CONVERSION between AMERICAN STRUCTUREPOINT and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the CONTRACT FOR EWING-FAIRFIELD STREET CONVERSION by and between AMERICAN STRUCTUREPOINT and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the conversion of Fairfield and Ewing corridors from one-way to two-way operation between Baker and Superior Streets; conversion of Main Street to a three lane section with a center turn land and bike lanes between Jackson Street and Maiden Lane; extending the lane reduction on West Jefferson Blvd. from Ewing Street to Broadway; transition across the Wells Street Bridge to reallocate a travel land for pedestrian/bike movements:

involving a total cost of FOUR HUNDRED THIRTY-NINE THOUSAND, SIX HUNDRED EIGHTY AND 00/100 DOLLARS - (\$439,680.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Geoff Paddock

Read the second time by title and referred to the Public Works

Committee, Read the third time in full and on motion by Councilman

Paddock, placed on passage by the following vote:

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

DATED: 8-27-13 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. S-79-13 on the 27th day of
August, 2013

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY,
CITY CLERK

T. Thomas F. Didier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day
of August, 2013, at the hour of 11:30 o'clock A.M. E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 3rd day of September
2013, at the hour of 10:30 o'clock A.M. E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES**

Ewing/Fairfield Conversion ("PROJECT")
Work Order #12285

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
Suite 210, Citizens Square
200 East Berry Street
Fort Wayne, IN 46802

and

American Structurepoint, Inc. ("ENGINEER")

7260 Shadeland Station
Indianapolis, Indiana 46256
Tel: (317) 547-5580
(317) 543-0270

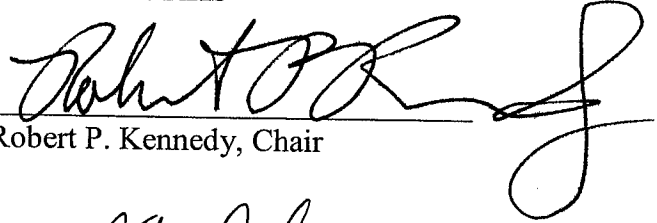
Who agree as follows:


CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement and written authorization to proceed from CITY. CITY and ENGINEER agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("AGREEMENT") between them relating to the PROJECT.

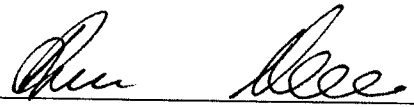
APPROVALS


APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chair

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

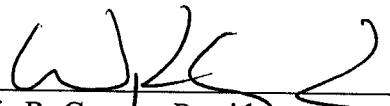
ATTEST: 
Victoria Edwards, Clerk

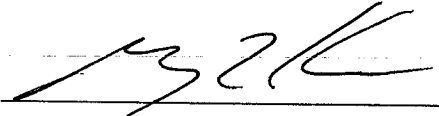
DATE: August 7, 2013

APPROVED as to legality and form

APPROVED FOR ENGINEER

AMERICAN STRUCTUREPOINT, INC.

BY: 
Willis R. Conner, President

ATTEST: 

DATE: August 6, 2013

PART I
SERVICES

A. GENERAL

ENGINEER shall provide the CITY professional engineering services in the design phase of the PROJECT. These services will include serving as CITY'S professional representative for the PROJECT; providing professional engineering consultation and advice, and furnishing civil, environmental and other customary design services incidental thereto.

B. PROJECT DESCRIPTION

Conversion of Fairfield & Ewing Streets from one-way to two-way traffic between Baker Street and Superior Street. Include the conversion from one-way to two-way traffic on Baker Street between Fairfield and Ewing Streets; design of a roundabout at the 5-legged intersection of Fairfield, Ewing, Superior and Wells as indicated in the Feasibility Study dated April 6, 2012; extension of the lane reduction on West Jefferson Blvd between Fairfield Avenue and Broadway by widening the sidewalk on the south side; change lane configuration on Main Street between Jackson Street and Maiden Lane from the existing 4-lane configuration to three lanes (one travel lane and bike lane in each direction with center two-way-left-turn lane); design lane transitions across the Wells Street Bridge and reallocate deck space for pedestrian use.

C. SCOPE OF WORK

The duty of the ENGINEER is to design approved improvements; develop construction drawings, specifications and special provisions. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The tasks identified for this project are provided in Attachment 1 – Scope of Services Fee Proposal. The ENGINEER shall develop and provide the following services associated with those tasks:

Project Schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Keep the minutes of the Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Data Collection and Field Survey

- 2.1 Research CITY documents for existing mapping, utility information, as-built drawings, information management system and other pertinent data. (City Provides)
- 2.2 Identify major utilities and their apparent location from Utility maps.
- 2.3 Check conflicts with any other proposed projects in the immediate area.
- 2.4 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS)
- 2.5 Complete a field survey.

Preliminary Design Stages

Develop and submit preliminary design plans at 30%, 60% and 90% design stages as follows:

- 3.1 Prepare existing site drawings. (See Transportation Engineering Services, Drafting Standards)
- 3.2 Provide a utility location plan indicating apparent conflict areas.
- 3.3 Address apparent utility conflicts.
- 3.4 Compile additional data as needed.
- 3.5 Advise CITY of need for additional data relative to exploratory digs, pavement cores, soil borings and geotechnical evaluation issues all in accordance with good engineering practices. Provide a plan indicating recommended exploratory digs, pavement corings, soil borings and any areas of special interest prior to performing work. Fee for additional data work proposed shall be approved prior to commencing with the work.
- 3.6 Determine the final location of the proposed improvements, any permanent or temporary right-of-way or easement requirements.
- 3.7 Select construction materials and products to be used on this project.
- 3.8 Prepare Preliminary Design Drawings and submit one (1) set of plans and electronic version of the project drawings (AUTOCAD version 11 and PDF). Incorporate all design improvements.
- 3.9 Prepare outline of specifications or reference standard specifications to supplement CITY standards.
- 3.10 Prepare estimate of quantities and estimate of construction costs.
- 3.11 Attend Preliminary Design Review Meetings with each submittal.
- 3.12 Attend two public meetings to present and solicit public input on project.
- 3.13 Comments received from each design submittal shall be addressed with the next submittal.

Final Design

-
- 4.1 Prepare draft specifications for the improvements, including special provisions and necessary details to supplement CITY standards.
 - 4.2 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
 - 4.3 Update summary of project quantities.
 - 4.4 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped plans, itemized bid, special provisions and itemized engineers

estimate and electronic version of the project drawings (AUTOCAD version 11 and PDF) and documents (Microsoft WORD).

Bidding

- 5.1 Attend Pre-bid Meeting.
- 5.2 Respond to questions from bidders and manufacturer representatives during bidding as requested by CITY. Responses requiring additional information or clarification not found within the bid documents shall ONLY be addressed by addendum.
- 5.3 Prepare addenda, as needed to interpret, clarify or expand bid documents. CITY to issue addenda.
- 5.4 Review and tabulate bids and make recommendation regarding construction contract award to the CITY.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by September 1, 2013 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DAYS</u>
Field Survey	30
Preliminary Design	120
Final Design	30
Bidding	30

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the SERVICES:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to ENGINEER reports, studies, regulatory decisions and similar information relating to the SERVICES that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

Provide ENGINEER with electronic copies of existing CITY utility maps, aerial maps and contour maps that are readily available.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define CITY'S requirements and make decisions with respect to the SERVICES. The CITY representative for this AGREEMENT will be Shan Gunawardena, City Engineer.

C. DECISIONS

Provide all criteria and full information as to CITY'S requirements for the SERVICES and make timely decisions on matters relating to the SERVICES.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – SERVICES of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$439,680 as summarized in attached Attachment 1. Please note that there is a \$20,000 work allowance included for this project.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment # 2 – Employee Hourly Rate Schedule. All reimbursable costs incurred for the Project will be invoiced at actual cost.

Payment for outside consulting and/or professional services such as Geotechnical, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER plus ten percent (10%) for administrative costs. The ENGINEER will obtain written CITY approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. ENGINEER shall invoice CITY monthly for SERVICES completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.
- b. CITY shall pay ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV
STANDARD TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and

Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding ENGINEER's performance under this Agreement shall expire one year after Project Completion.

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:
http://www.cityoffortwayne.org/utilities/images/stories/docs/consent_decree/Consent_Decree.pdf

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the CITY, ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the service contemplated by the Agreement

REVISED Attachment 1 – Scope of Services Fee Proposal

REV. 06-18-13

Fairfield/Ewing Corridor (including Baker Street)

Topographic survey	Fee:	\$50,800.00
Design of roadway (including but not limited to pavement, curb, sidewalk, markings, signs, resurfacing)	Fee:	\$62,100.00
Design of drainage (tie-in with Phase I/II sewer separation project)	Fee:	\$7,350.00
Design of landscaping (including southwest corner of Brackenridge and Fairfield) ^[1]	Fee:	\$9,680.00
Lighting layout (design and specs will be provided by City Street Light Engineering)	Fee:	\$5,600.00
Maintenance of traffic	Fee:	\$8,850.00
	Sub Total	<u>\$144,380.00</u>

West Jefferson Corridor

Topographic survey	Fee:	\$750.00
Design of roadway (including but not limited to pavement, curb, sidewalk, markings, signs, resurfacing)	Fee:	\$20,700.00
Design of drainage (tie-in with Phase III sewer separation project)	Fee:	\$4,595.00
Design of landscaping ^[1]	Fee:	\$1,220.00
Lighting layout (design and specs will be provided by City Street Light Engineering)	Fee:	\$1,500.00
Maintenance of traffic	Fee:	\$4,810.00
	Sub Total	<u>\$33,575.00</u>

Main Street Corridor

Topographic survey	Fee:	\$1,150.00
Design of roadway (within limits of existing pavement. Include markings, signs, resurfacing)	Fee:	\$19,600.00
Maintenance of traffic	Fee:	\$6,860.00
	Sub Total	<u>\$27,610.00</u>

Roundabout at Ewing/Fairfield and Superior

Topographic survey	Fee:	\$3,600.00
Design of roundabout	Fee:	\$46,000.00
Design of landscaping (inside and outside the proposed roundabout) ^[1]	Fee:	\$15,510.00
Design of lighting (lighting layout to be prepared by ENGINEER)	Fee:	\$7,930.00
Maintenance of traffic	Fee:	\$11,000.00
	Sub Total	<u>\$84,040.00</u>

Bridge over St. Mary's River

Topographic survey	Fee:	\$3,650.00
Design of lane transitions across bridge	Fee:	\$19,900.00
Analysis of Loading on bridge	Fee:	\$7,935.00
Design of landscaping ^{[1],[2]}	Fee:	\$1,680.00
	Sub Total	<u>\$33,165.00</u>

Permitting

Rule 5	Fee:	\$8,230.00
	Sub Total	<u>\$8,230.00</u>

Public Meetings/presentation materials

Attend two public meetings	Fee:	\$17,350.00
Prepare conceptual renderings for public meetings/display that will adequately portray the proposed changes	Fee:	\$22,850.00
Provide renderings/simulations of roundabout and its operation	Fee:	\$4,330.00
	Sub Total	<u>\$44,530.00</u>

Other Contract documents

Preparation of Specifications	Fee:	\$5,600.00
Preparation of Special provisions	Fee:	\$4,990.00
Preparation of quantity take-offs	Fee:	\$9,420.00
Preparation of line item construction cost estimate	Fee:	\$5,440.00
	Sub Total	<u>\$25,450.00</u>

Bidding

Attend prebid meeting	Fee:	\$1,500.00
Respond to questions from bidders	Fee:	\$2,500.00
Prepare addenda as needed	Fee:	\$2,300.00
Review and tabulate bids and make recommendations to City	Fee:	\$1,000.00
	Sub Total	<u>\$7,300.00</u>

Construction

Attend pre-construction conference	Fee	\$2,240.00
Provide design clarifications to contractor as requested	Fee	\$9,160.00
	Sub Total	<u>\$11,400.00</u>

Work Allowance

	\$20,000.00
Total Fee	<u>\$439,680.00</u>

General Notes:

1. Plans shall be routed through all affected departments and utilities
2. Any utility conflicts shall be identified at the preliminary submittal stage.
3. Every effort will be made to avoid conflicts with minimal relocations.

^[1] Landscape design shall include a maintenance guide for green infrastructure initiatives that are utilized.

^[2] Structural Analysis of loading on bridge and landscaping on the bridge deck will include coordination with Allen County Highway Department

ATTACHMENT 2
AMERICAN STRUCTUREPOINT, INC.
HOURLY RATE SCHEDULE

<u>EMPLOYEE</u>	<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Greg Henneke	Principal in Charge	\$201.67/hr
Rich Zielinski	Project Manager	\$172.29/hr
Scott Crites Patrick Wooden	Senior Engineer	\$146.84/hr
Adam Urschel, Ken Olson Natalie Parks, Bryan Hood	Project Engineer	\$120.53/hr
Max Rehlander, Amber Tolle Brian Ralstin	Staff Engineer	\$87.72/hr
Mike Steffy Paul Jarboe	Senior Technician	\$116.76/hr
Corey Kramer Dan McQueen	Technician	\$77.89/hr
Bryan Moll, Jessica Stapleton John Hood, Tracy McGill	Registered Land Surveyor	\$127.50/hr
Don Kissling	Construction Inspector	\$74.36/hr

The LandPlan Group, LLC

HOURLY RATE SCHEDULE

	Staff Member	Standard Rates
1.	Kevin A. McCrory, RLA, ASLA Partner	\$ 125.00
2.	Greg Byrd, RLA Partner	\$ 100.00
3.	Graduate Landscape Architect	\$ 70.00
4.	AutoCAD Draftsperson	\$ 60.00
5.	Secretarial/Clerical	\$ 45.00

GAI Employee Billing Rate Schedule

Name	Category	Rate
Jeff Weaver	Project Manager	\$160
Mark Young (QC/QA)	Project Manager	\$160
Mike Siffer	Senior Engineer	\$145
Erin Wenger	Staff Engineer	\$125
Joe Dluzak	Senior Technician	\$115
Torrey Ehrman	Technician	\$110
Kennedy Huynh	Technician	\$110

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: N/A (W/O# 12285)

Title of Ordinance: Ewing-Fairfield Street Conversion.

Awarded To: American Structurepoint

Amount of Contract: \$439,680.00

Number of Bidders: Three RFQs were received.

Description of Project (Be Specific):

Project involves the conversion of Fairfield and Ewing corridors from one-way to two-way operation between Baker and Superior Streets. Traffic patterns have changed over the years making the need for a one way pair along these routes unnecessary. Two-way traffic will allow for better utilization of the land in the vicinity of these routes, particularly across from Parkview Field, for commercial, retail and residential uses.

Since the point where Fairfield, Ewing and Superior come together will become a five legged intersection, a feasibility study was performed to determine the best way to control this intersection. A roundabout was proposed and found to be feasible. This roundabout will be part of the scope of this project.

Also included with the scope of services are the following: conversion of Baker Street to two-way traffic between Fairfield and Ewing; conversion of Main Street to a three lane section with a center turn lane and bike lanes between Jackson Street and Maiden Lane; extending the lane reduction on West Jefferson Blvd from Ewing Street to Broadway; transition across the Wells Street Bridge to reallocate a travel lane for pedestrian/bike movements.

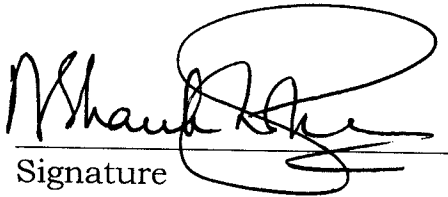
What Are The Implications If Not Approved:

The project is scheduled to be under design this fall and under construction next spring to be completed by Thanksgiving 2014. This is a fairly aggressive schedule but was developed with the intent of getting the work completed in one construction season. City Utilities Engineering will also be constructing the Ewing Street East West Sewer Separation Phase I and II projects along Fairfield and West Jefferson where they will install the storm sewer trunk line but not connect the inlets. Inlets will remain connected to the combination sewer until the Ewing/Fairfield Street Conversion project. If not approved, the Road Conversion project may extend to a second construction season and the storm sewer connections will not be made.

If Prior Approval Is Being Requested, Justify: N/A

Additional Comments:

The Competitive Sealed Proposal process was used in the selection process. RFQ's were solicited in April 2013. Three RFQs were received and all three firms were interviewed. RFPs were solicited from all three firms. The RFQs, interviews and RFPs were scored by an inter-departmental team of three members representing Public Works, City Utilities and Community Development. American Structurepoint was selected as the most responsive firm.


Signature

08/07/13
Date

BILL NO. ^S~~K~~-13-08-13

REPORT OF COMMITTEE ON PUBLIC WORKS

AUGUST 20, 2013

GEOFF PADDOCK, CHAIR
MARTIN BENDER, CO-CHAIR
ALL COUNCIL MEMBERS

AN ORDINANCE approving Contract for Ewing-Fairfield Street Conversion between American Structurepoint and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.


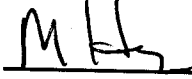



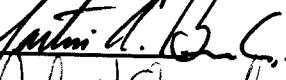
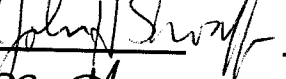
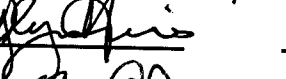
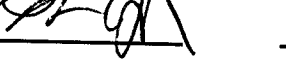
COMMITTEE ON PUBLIC WORKS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said ordinance

DO PASS

DO NOT PASS

ABSTAIN

NO REC

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SANDRA E. KENNEDY
CITY CLERK