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2 **BILL NO. S-14-10-25**

3 SPECIAL ORDINANCE NO. S- 122-14

4 AN ORDINANCE approving PROFESSIONAL  
5 SERVICES AGREEMENT FOR DESIGN  
6 SERVICES - HOBSON RD CONCRETE STREET  
7 REHABILITATION - BETWEEN STATE BLVD  
8 AND STELLHORN RD between VS  
9 ENGINEERING, INC. (W/O #12442) and the City  
10 of Fort Wayne, Indiana, in connection with the  
11 Board of Public Works.

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

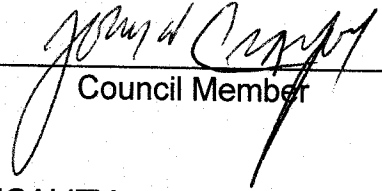
14 **SECTION 1.** That the PROFESSIONAL SERVICES  
15 AGREEMENT FOR DESIGN SERVICES - HOBSON RD CONCRETE  
16 STREET REHABILITATION - BETWEEN STATE BLVD AND STELLHORN  
17 RD - (W/O #12442) by and between VS ENGINEERING, INC. and the City of  
18 Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby  
19 ratified, and affirmed and approved in all respects, respectfully for:

20 All labor, insurance, material, equipment, tools, power,  
21 transportation, miscellaneous equipment, etc., necessary for  
22 Design Engineering including pavement evaluation,  
23 roadway design, landscape architecture, green  
24 infrastructure, traffic signals, markings, utility coordination,  
25 public participation, maintenance of traffic, permitting,  
26 contract documents, bidding, and construction assistance;

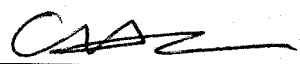
27 involving a total cost of TWO HUNDRED SEVENTY-NINE THOUSAND, NINE  
28 HUNDRED THIRTY AND 38/100 DOLLARS - (\$279,930.38). A copy of said  
29 Contract is on file with the Office of the City Clerk and made available for  
30 public inspection, according to law.

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

  
\_\_\_\_\_  
Council Member

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
Carol Helton, City Attorney

Public Hearing Date, if applicable \_\_\_\_\_

Read the first time in full and on motion by Councilman Crawford  
Read the second time by title and referred to the Finance  
Committee. Read the third time in full and on motion by Councilman  
Crawford, 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	✓	_____	_____	_____
CRAWFORD	✓	_____	_____	_____
DIDIER	✓	_____	_____	_____
HARPER	✓	_____	_____	_____
HINES	✓	_____	_____	_____
JEHL	✓	_____	_____	_____
PADDOCK	✓	_____	_____	_____
SHOAFF	✓	_____	_____	_____
SMITH	✓	_____	_____	_____

DATED: 11-18-14 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. 5-122-14 on the 18th day of  
November, 2014

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

Martin A. Bender  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 20th day  
of November, 2014, at the hour of 2:00 o'clock PM, E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 21<sup>st</sup> day of November  
2014, at the hour of 10:30 o'clock AM, E.S.T.

Thomas C. Henry  
THOMAS C. HENRY, MAYOR

**PROFESSIONAL SERVICES AGREEMENT  
DESIGN SERVICES**

**Hobson Rd Concrete Street Rehabilitation – between State Blvd and Stellhorn Rd (“PROJECT”)**  
Work Order #12442

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

**VS ENGINEERING, INC. (“ENGINEER”)**

10305 Dawson’s Creek Blvd., Suite A  
Fort Wayne, IN 46825  
Phone: (260)489-6635

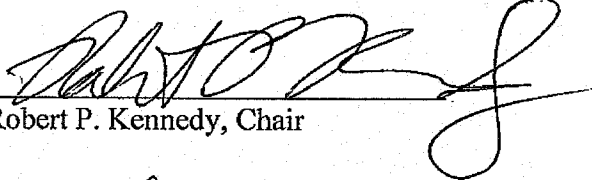
Who agree as follows:


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**

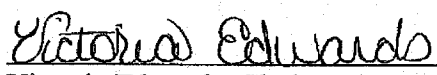
**APPROVED FOR CITY**

**BOARD OF PUBLIC WORKS**

BY:   
Robert P. Kennedy, Chair

BY:   
Mike Avila, Member

BY: \_\_\_\_\_  
Kumar Menon, Member

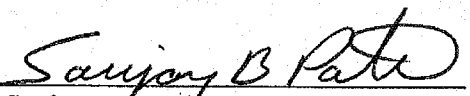
ATTEST:   
Victoria Edwards, Clerk

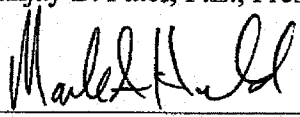
DATE: October 22, 2014

**APPROVED as to legality and form**

**APPROVED FOR ENGINEER**

**VS Engineering, Inc.**

BY:   
Sanjay B. Patel, P.E., President

ATTEST:   
Mark A. Herald, P.E., Project Manager

DATE: September 12, 2014

**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**

Project will involve the rehabilitation of Hobson Road between State Boulevard to Stellhorn Road in north-eastern Fort Wayne. The project will include rehabilitation of the existing pavement in some form with resurfacing by the method chosen by the CITY based on review of the recommendations of the ENGINEER.. The existing road section of 55 feet width shall be turned into single 10+/- foot through lanes with 5+/- foot bike lanes in each direction, a 15+/- center turn lane, new 5 foot sidewalk where needed, and approximately 11+/- park strips. This will provide a reduction in pavement of approximately 5 feet on both sides through most of the project area. New 6" inch curbing shall be included where determined necessary. All pedestrian infrastructure shall be brought up to current Public Right-of-Way Accessibility Guidelines (PROWAG). The traffic signals located at State Blvd, Vance Ave, Coliseum. SR930, Trier Rd, and Stellhorn shall be modernized as needed. All work shall be constructed within the minimum 80 foot right of way section. The project shall be designed and ready for bidding and construction in the spring of 2015.

**1. Roadway**

Roadway shall be rehabilitated with 10-11 foot travel lanes with 5-6 bike lanes each side and a 14-15 foot center turn lane. The method of rehabilitation shall be recommended by the ENGINEER based on a thorough visual and testing evaluation of the existing condition and a life-cycle cost analysis of the alternative evaluated. Road alignment shall generally stay the same except grade changes to accommodate the rehabilitation method chosen and where needed changes can provide better cross road drainage. Pavement shall be designed to City of Fort Wayne Arterial Roadway specifications as a minimum. This section of Hobson Rd is a designated a local delivery truck route and roadway shall be designed accordingly.

**2. Drainage design**

Engineer shall perform a watershed area and drainage review to determine if any new storm sewers are needed along with sizing and inlet spacing. All runoff shall be directed to either IPFW Natural Drain, or Baldwin & Branshes. All drainage analyses and calculations shall be done in accordance with City Utilities Engineering Design Standards Manual and Master Specifications. All stormwater facilities details shall be in accordance with the aforementioned documents. All drainage calculations and analyses shall be submitted for review by City Utilities.

3. Landscape architecture

Engineer shall provide landscaping plan which includes street trees and other recommended plantings of the available green spaces in conjunction with any green alternatives included in the project scope. All plantings and trees shall be coordinated with City of Fort Wayne Parks Department Arborist and Landscape Architect.

4. Green infrastructure

Green infrastructure initiatives shall be incorporated into the design which will be aimed at capturing/reducing runoff as well as treating the first 1-inch of rainfall on site prior to discharge to the IPFW Natural Drain, or Baldwin & Branches. Engineer shall recommend green infrastructure alternatives to the City with costs and benefits including maintenance costs. City encourages creative ideas provided they do not pose significant maintenance issues. Prior to development of details, the Engineer shall provide recommended green infrastructure alternatives to the City for discussion. These options may be in the form of samples images, renderings, technical drawings, or specifications such that City staff can fully understand the proposed ideas. These ideas shall be presented along with initial and recurring costs and a recommendation will be made to the City. City staff will evaluate and select a recommended plan as proposed or with possible revisions. Engineer shall complete the design of the selected green infrastructure initiatives once all revisions have been evaluated.

5. Traffic signals, signs and pavement markings

Engineer shall incorporate the modernization of traffic signals within the project limits if necessary. All detection shall be wireless. Traffic signal interconnection shall be wireless. All pavement markings shall be included in the design. Pavement markings are to be epoxy paint on both asphalt pavement and concrete pavement.

6. Utility coordination

Engineer shall coordinate with all existing utilities. While all efforts are to be made to minimize relocation of utilities, if necessary Engineer shall coordinate the development of relocation plans.

7. Public participation

Engineer shall participate in no less than two public meetings, and shall develop an appropriate number of perspective renderings and other visual aids to illustrate the proposed project design. These meetings will be held at a location near the project limits or at Citizen's Square.

#### 8. Right-of-way

All work shall be designed so as to stay within the existing road right-of-way. No right-of-way engineering services shall be necessary for this PROJECT.

#### 9. Maintenance of traffic

Engineer shall develop maintenance of traffic plans such that two-way traffic will be maintained on Hobson Road as well as access to all public streets and properties shall be maintained at all times during construction.

#### 10. Permitting

Engineer shall obtain all necessary permits prior to completion of design services. Required permits as follows:

1. IDEM – Section 401 Water Quality Certification
2. IDEM – Rule 5 Erosion Control Plan

### **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 and update quarterly the project design schedule.
- 1.2 Keep the minutes of the Review and Coordination 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 will provide available information)
- 2.2 Identify 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 after review with the City.
- 3.8 Prepare Preliminary Design Drawings and submit two (2) paper sets of plans and one (1) electronic version of the project drawings (AUTOCAD version 13 and PDF) for each design phase. 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 13 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 October 10, 2014 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DAYS</u>
Field Survey	45
Preliminary Design	105
Final Design	180
Bidding	210

## 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 \$279,950.00 as summarized in attached Attachment 1. Please note that there is a \$ 30,000 work allowance included in the engineering fee 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 valid 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 alteration 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 assignee.

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](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

Attachment 1 – Scope of Services Fee Proposal for Hobson Road Concrete Street Rehabilitation

	Item Cost	Section Cost
<u>Topographic Survey</u>	\$54,474.40	\$54,474.40
<u>Design Elements</u>		
Pavement Evaluation	Fee: \$8,366.68	
Roadway Design	Fee: \$55,076.00	
Drainage	Fee: \$13,340.56	
Landscape architecture - Streetscape Plan development	Fee: \$3,887.90	
Landscape architecture - Design of selected streetscape plan	Fee: \$5,058.78	
Green infrastructure - Alternatives Report development	Fee: \$4,542.90	
Green infrastructure - Selected alternatives design	Fee: \$18,023.78	
Traffic signals, signs, markings	Fee: \$22,221.32	
	Sub Total	\$130,537.92
<u>Utility Coordination</u>	Fee	\$12,004.52
<u>Public Participation</u>	Fee	\$8,439.28
<u>Maintenance of Traffic</u>	Fee	\$7,663.86
<u>Permitting</u>	Fee	\$9,869.38
<u>Other Contract documents</u>		
Preparation of Specifications	Fee: \$3,260.13	
Preparation of Special provisions	Fee: \$3,943.02	
Preparation of quantity take-offs	Fee: \$3,932.49	
Preparation of line item construction cost estimate	Fee: \$2,591.61	
	Sub Total	\$13,727.25
<u>Bidding</u>		
Attend prebid meeting	Fee: \$893.20	
Respond to questions from bidders	Fee: \$2,232.37	
Prepare addenda as needed	Fee: \$3,589.22	
Review and tabulate bids and make recommendations to City	Fee: \$828.32	
	Sub Total	\$7,543.11
<u>Construction</u>		
Attend pre-construction conference	Fee	\$1,233.20
Provide design clarifications to contractor as requested	Fee	\$3,477.46
	Sub Total	\$4,710.66
<u>Reimbursible Expenses</u>	Fee	\$1,000.00
<u>Work Allowance</u>		\$30,000.00
	Total Fee	\$279,950.38

<sup>(1)</sup> Provide summary of costs separately



**ATTACHMENT 2- SCOPE OF SERVICES FEE PROPOSAL FOR HOBSON ROAD CONCRETE STREET REHABILITATION  
MANHOURS AND FEE JUSTIFICATION (SEPTEMBER 12, 2014)**

TASK DESCRIPTION	MANHOURS		MATERIALS		EQUIPMENT		SUBTOTAL		TOTAL	
	Quantity	Rate	Quantity	Rate	Quantity	Rate	Value	Value	Value	Value
<b>BILLING DATE</b>										
Task 9 - Total Hours	2	\$105.54	78.84	\$78.84	4	\$92.65	\$63.44	\$75.00	\$75.00	\$70.00
Task 9 - Total Costs	\$216.74	\$2,070.80	\$1,117.76	\$313.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,710.86
<b>10A Reimbursable expenses</b>										
Task 10 - Total Hours	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 10 - Total Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>11A Work allowance</b>										
Task 11 - Total Hours	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 11 - Total Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUB TOTAL</b>										
										\$246,850.38
										\$1,000.00
										\$30,000.00
										\$279,850.38

Item	Unit	Quantity	Value	Total
Mileage	Each	1000	\$0.50/mile	\$500.00
Printing/Reproductions	Lump Sum	1	\$500.00	\$500.00
<b>Total:</b>				<b>\$1,000.00</b>

<b>SUB TOTAL</b>	\$246,850.38
<b>REIMBURSABLE EXPENSES</b>	\$1,000.00
<b>WORK ALLOWANCE</b>	\$30,000.00
<b>FEE TOTAL</b>	\$279,850.38

**ATTACHMENT 2A - EMPLOYEE HOURLY RATE SCHEDULE FOR HOBSON ROAD  
CONCRETE STREET REHABILITATION  
(SEPTEMBER 12, 2014)**

<b>VS ENGINEERING</b>	<u>EMPLOYEE CLASSIFICATION</u>	<u>BILLING RATE</u>	<u>NAMES OF PERSONNEL</u>
	Project Manager II	\$159.37	Sanjay Patel
	Project Engineer II	\$103.54	Mark Herald Steve Moore
	Project Engineer I	\$79.84	Landon Geiger
	CADD Tech. II	\$78.34	Eric Black Kraig Kendrick
	Project Surveyor I	\$99.65	Dave Mendenhall Matt Healy
	Survey Tech. II	\$63.44	Larry Wright Jim Rehfus Shawn Donaldson

<b>EARTH SOURCE</b>	<u>EMPLOYEE CLASSIFICATION</u>	<u>BILLING RATE</u>	<u>NAMES OF PERSONNEL</u>
	Senior Landscape Architect	\$105.00	Dan Earnst
	Project Manager	\$85.00	Stacy Haviland

<b>GENSIC ENGINEERING</b>	<u>EMPLOYEE CLASSIFICATION</u>	<u>BILLING RATE</u>	<u>NAMES OF PERSONNEL</u>
	Project Engineer I	\$75.00	Michael Gensic
	Project Engineer II	\$70.00	Peter Gensic

## DIGEST SHEET

Department: Transportation Engineering

Resolution Number: N/A (W/O# 12442)

Title of Ordinance: Hobson Rd Concrete Street Rehabilitation between State Blvd and Stellhorn Rd. – (LPA Consultants Agreement – VS Engineering Inc.)

Awarded To: VS Engineering Inc.

Amount of Contract: Agreement fee of \$279,930.38 which sets the original contract amount of which 100% is locally funded by infrastructure bond.

Number of Bidders: 7 Proposals, 4 Selected for Interviews, 3 Selected for CSP proposals

Description of Project (Be Specific):


Contract is between the City of Fort Wayne and VS Engineering Inc. for Design Engineering including pavement evaluation, roadway design, landscape architecture, green infrastructure, traffic signals, markings, utility coordination, public participation, maintenance of traffic, permitting, contract documents, bidding, and construction assistance. Project includes a \$30,000 work allowance.

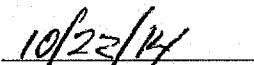
What Are The Implications If Not Approved:

If the project improvements do not occur, the roadway will continue to deteriorate, complaints will increase and public safety will decrease. This project has been in the long range transportation plan for many years and we have received requests for improvements from area residents, commuters and businesses. If this contract is not approved, existing and future traffic conditions will continue to deteriorate.

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

Additional Comments: VS Engineering was selected using the City's competitive sealed proposal selection process to perform the design engineering on this project. The request for proposals was sent to all interested consultants and we received seven proposals. These proposals were reviewed and scored by city guidelines and VSE was selected as the most responsive firm. They have been involved with many design projects for the City, County and surrounding communities who have been pleased with their services. The contract, including the set rates for each service have been reviewed and approved by Public Works.

  
Signature

  
Date

BILL NO. S-14-10-25

# REPORT OF COMMITTEE ON FINANCE

## NOVEMBER 4, 2014

*JOHN CRAWFORD – CHAIR  
RUSS JEHL – CO-CHAIR  
ALL COUNCIL MEMBERS*

**AN ORDINANCE** approving Professional Services for Design Services - Hobson Rd Concrete Street Rehabilitation - Between State Blvd and Stellhorn Rd between VS Engineering, Inc. (W/O #12442) and he City of Fort Wayne, Indiana, in connection with the Board of Public Works. **COMMITTEE OF FINANCE HAVE HAD SAID ORDINANCE** under Consideration and beg leave to report back to the Common Council that said ordinance

**DO PASS**

**DO NOT PASS**

**ABSTAIN**

**NO REC**

*John Crawford*  
*Russ Jehl*  
*Thomas H. Duder*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
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**SANDRA E. KENNEDY  
CITY CLERK**