

1 **BILL NO. S-20-05-12**

2 SPECIAL ORDINANCE NO. S-65-20

3 AN ORDINANCE approving INTERLOCAL  
4 COOPERATIVE AGREEMENT US 27 BRIDGE OVER  
5 THE ST MARY'S RIVER between THE INDIANA  
6 DEPARTMENT OF TRANSPORTATION and the City  
7 of Fort Wayne, Indiana, in connection with the Board of  
8 Public Works.

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

11 **SECTION 1.** That the INTERLOCAL COOPERATIVE AGREEMENT  
12 US 27 BRIDGE OVER THE ST MARY'S RIVER by and between THE INDIANA  
13 DEPARTMENT OF TRANSPORTATION and the City of Fort Wayne, Indiana, in  
14 connection with the Board of Public Works, is hereby ratified, and affirmed and  
15 approved in all respects, respectfully for:

16 Agreement between the City of Fort Wayne, Indiana, and The  
17 Indiana Department of Transportation (INDOT) for improvements  
18 to the US 27 (Bigger) bridge over the St. Mary's River for the  
19 creation of the Veteran's Memorial bridge structure;

20 involving a total cost of FIVE MILLION FIVE HUNDRED NINETY-ONE  
21 THOUSAND ONE HUNDRED SIXTY AND 00/100 DOLLARS - (\$5,591,160.00) -  
22 CITY COSTS OVER THE NEXT 3-4 YEARS OF WHICH TWO MILLION THREE  
23 HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED NINETY-ONE AND  
24 00/100 DOLLARS - (\$2,382,791) IS ESTIMATED TO BE BY THE CITY OF FORT  
25 WAYNE. A copy of said Contract is on file with the Office of the City Clerk and  
26 made available for 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

**INTERLOCAL COOPERATIVE AGREEMENT**  
Between  
**THE INDIANA DEPARTMENT OF TRANSPORTATION**  
And  
**THE CITY OF FORT WAYNE, INDIANA**  
For  
**CONSTRUCTION AND INSTALLATION OF BRIDGE ENHANCEMENTS**  
**IN FORT WAYNE, ALLEN COUNTY, INDIANA**

EDS/SCM No. \_\_\_\_\_

THIS INTERLOCAL COOPERATIVE AGREEMENT, made and entered into by and between the INDIANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "INDOT" or the "State") and the CITY OF FORT WAYNE, INDIANA (hereinafter referred to as the "City"), is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General (the "Effective Date"). INDOT and the City are jointly referred to herein as the "Parties" and each individually as a "Party."

**RECITALS**

**WHEREAS**, for the purpose of improving safety and mobility, INDOT is rehabilitating the bridge which carries US 27 over the St. Mary's River, 2.6 miles south of SR 930, in Fort Wayne, Allen County, Indiana (the "Bridge"), which rehabilitation includes replacement of the bridge deck; and

**WHEREAS**, the bridge rehabilitation project is programmed as DES # 1701388, is being undertaken pursuant to Contract #B-42472, and is more particularly illustrated on the project plans in Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, in order to promote economic development in Allen County and enhance both the local and state highway systems, the City has proposed and requested additional architectural and pedestrian friendly enhancements to/for the Bridge in connection with the Bridge rehabilitation project, as it is more economically prudent to combine the work; and

**WHEREAS**, INDOT is agreeable to the bridge enhancements proposed and requested by the City and constructing and installing such enhancements in connection with INDOT's work on the Bridge rehabilitation project; and

**WHEREAS**, INDOT and the City desire to cooperate in funding the rehabilitation of and enhancements to the Bridge; and

**WHEREAS**, the City and INDOT currently estimate the cost of the design work for the bridge rehabilitation and enhancements to be \$812,510 and the cost of construction and installation of the bridge rehabilitation and enhancements to be \$4,778,650, with the total cost of the bridge

rehabilitation and enhancements estimated to be \$5,591,160 (which amount is subject to change); and

**WHEREAS**, the City has agreed to contribute total funds for the bridge enhancements in the estimated amount of \$2,382,791 (which amount is subject to change as mutually agreed upon by the Parties), which accounts for the portion of the work for which the City is responsible.

**NOW THEREFORE**, in consideration of the premises and the mutually dependent covenants herein contained, the Parties hereto agree as follows:

## **ARTICLE I** **SPECIFIC GENERAL PROVISIONS**

1.1 **Term of Agreement.** This Agreement shall commence on the Effective Date and terminate on the completion and final acceptance of the Project (as hereinafter defined), as mutually agreed upon by INDOT and the City in each of their reasonable discretion. All obligations, responsibilities, and liability of the City under this Agreement, including but not limited to those set forth in Articles II and III herein, shall survive termination of this Agreement.

1.2 **Public Statements or Disclosures.** The Parties shall consult with each other and must agree as to the timing, content, and form before issuing any press release related to the Project or this Agreement. However, this Section 1.2 does not prohibit either of the Parties from making a public statement or disclosure regarding this the Project or this Agreement if, but only if, in the opinion of a Party's legal counsel, such a public statement or disclosure is required by law, including but not limited to, Indiana's Access to Public Records Act (IC 5-14-3), legal process, or directive of a regulatory authority having jurisdiction over the Party.

1.3 **Interpretation.** The Preamble and Recitals above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the interpretation of this Agreement.

## **ARTICLE II** **SPECIFIC BRIDGE ENHANCEMENTS PROVISIONS**

2.1 **Project Description.** INDOT will add, construct, and install or cause to be added, constructed, and installed certain architectural and pedestrian friendly enhancements on, to, and associated with the Bridge, including decorative arches, widened sidewalks, pedestrian plazas, LED lighting, and other enhanced features (collectively, the "Enhancements"), as listed and illustrated in **Exhibit B** attached hereto and incorporated herein by reference, and undertake other additional work as requested by the City, all of which shall be reflected in a project plan (collectively, the "Project"). All enhancements are subject to the INDOT Bridge Aesthetics Policy. INDOT shall carry out or cause to be carried out all work related to and/or necessary for the Project. A portion of the construction and installation of the Project will take place within existing INDOT right-of-way. The City understands and agrees that if and when the Project and/or the Enhancements conflicts

with the operation, maintenance, regulation, construction, or reconstruction of or within any part of INDOT right-of-way or any other state highway facility, the Project or the Enhancements, as the case may be, shall be altered or removed partially or entirely, in INDOT's sole discretion, to accommodate use of INDOT right-of-way, including but not limited to state highway and/or other purposes, at no cost to INDOT. INDOT has prepared a preliminary project budget, which is attached as Exhibit C and incorporated herein by reference.

## 2.2 INDOT's Responsibilities.

INDOT's responsibilities shall include, and are limited to, the following:

- A. INDOT shall be responsible for all aspects of, and will complete all work necessary for, design, letting, development, construction, and installation of the Project, including all preliminary engineering, right-of-way acquisition, utility relocation, environmental work, permitting, inspection, and any additional work requested by the City.
- B. INDOT shall coordinate with the City in developing plans for the Project, including a development schedule (the "Development Schedule"). However, the City understands and agrees that INDOT shall make all final decisions concerning the design, construction, installation, schedule, specifications, and plans of/for the Project. INDOT shall provide the City with the final Project design, schedule, and specifications upon request therefor.
- C. INDOT, in its sole discretion, may choose to let the Project using one single contract for all work, or may let multiple contracts for the Project. Further, INDOT may choose to let the Project as a design-build, design-bid-build, or best value contract.
- D. INDOT will let and award the Project through its usual processes. INDOT anticipates that letting of the Project will occur on or around November 2021. Construction and installation work on the Project is anticipated to commence in Spring 2022.
- E. INDOT will manage, administer, inspect, and supervise the Project on a day-to-day basis in accordance with applicable laws and INDOT policies, procedures, and specifications. INDOT will endeavor to pursue construction and installation of the Project in accordance with the Development Schedule whenever possible.
- F. INDOT shall be responsible for maintaining and regulating the entire Project, including the Enhancements, until completion and final acceptance of the Project by INDOT and the City. Thereafter, the Bridge and Enhancements shall be maintained and regulated in accordance with Article III of this Agreement.
- G. INDOT and the City will share the costs related to the Project. INDOT shall be responsible for all funding for the Project, including materials, equipment, and labor, not provided by the City.

## 2.3 The City's Responsibilities.

The City's responsibilities shall include, but are not limited to, the following:

- A.** INDOT and the City will share the design costs related to the Project. The City shall provide funds for the design of the Project and the work related thereto in the estimated amount of \$490,050 (which amount is subject to change and will be reconciled at the completion of design). INDOT will invoice the City for its portion of the design costs upon submittal of Final Tracings.
- B.** The City shall provide funds for the construction and installation of the Project and all work related thereto in the estimated amount of \$1,892,741 (which amount is subject to change and will be reconciled at the completion of the Project). INDOT will invoice the City for its portion of the construction and installation costs upon completion and final acceptance of the Project by INDOT and the City.
- C.** The City agrees to pay all invoices from INDOT within 30 days of issuance of the invoice and in accordance with Section 4.34 of this Agreement.
- D.** If INDOT may need or require any existing City right-of-way for completion of the Project, inspection of the Enhancements, and/or maintenance of the Bridge, such right-of-way shall be donated to INDOT by the City and transferred to INDOT as necessary and appropriate.
- E.** The City has provided INDOT with conceptual approval of the Project. Final approval of the Project shall be required from the City at the time final plans are submitted to the City.
- F.** INDOT shall consult with the City regarding any change orders associated with the Enhancements or any modified or additional work on/for the Project which the City may request. INDOT will invoice the City for the amount which the City is responsible under any such change orders promptly upon execution of the change orders.
- G.** The City shall cooperate with INDOT to ensure successful completion of the Project.
- H.** To the extent permitted by law, the City shall indemnify and hold INDOT harmless for any claims arising out of the Project and maintenance of the Enhancements. This is in addition to the representations provided under Section 4.22 of this Agreement. This Section shall survive termination of this Agreement.
- I.** The City shall not erect any signs or structures upon, across, or within INDOT right-of-way without the prior approval of INDOT.
- J.** Wherever in this Agreement any obligation or responsibility is assumed by the City, the same shall be deemed an obligation of the City.

2.4 **Right of Entry.** The City grants INDOT and its contractor(s), subcontractors, agents, and representatives permission to enter upon the City's property and right-of-way for the purpose of control, design, development, construction, installation, repair, adjustment, maintenance, and alteration of the Project and related work.

**ARTICLE III**  
**SPECIFIC MAINTENANCE AND RELATED PROVISIONS**

3.1 **INDOT's Maintenance Responsibilities.**

INDOT's responsibilities shall include, and are limited to, the following:

- A. Prior to completion and final acceptance of the Project by INDOT and the City, INDOT shall be responsible for maintaining and regulating the Project and Enhancements in accordance with Section 2.2 of this Agreement.
- B. Upon completion and final acceptance of the Project by INDOT and the City, INDOT shall thereafter have no responsibility for maintaining or regulating the Enhancements.
- C. INDOT may conduct inspections of the Enhancements at any time in its discretion.
- D. INDOT shall be responsible for regular inspection and maintenance of the Bridge consistent with INDOT's protocols.

3.2 **The City's Maintenance Responsibilities.**

The City's responsibilities shall include, and but are not limited to, the following:

- A. Upon completion and final acceptance of the Project by INDOT and the City, the City shall be responsible for inspecting, maintaining, and regulating all Enhancements, which responsibility shall survive the termination of this Agreement. This includes but is not limited to replacement or repair of the Enhancements due to vandalism or degradation due to age.
- B. The City shall perform the inspection and maintenance of the Enhancements in accordance with the current INDOT Standard Specifications (which are located at <https://www.in.gov/dot/div/contracts/standards/book/index.html>) and the terms of this Agreement.

3.3 **Modification and Removal of Enhancements.** If INDOT, in its sole discretion, determines that the Enhancements pose a safety hazard to the public or if INDOT otherwise finds that the Enhancements must be modified or removed, INDOT may order the City to modify and/or remove the Enhancements at the City's expense. Except in cases of emergency, INDOT shall provide 120

days written notice to the City that the Enhancements must be modified and/or removed, specifying the requirements for the modification and/or removal. If the Enhancements are not modified and/or removed to INDOT's satisfaction within 120 days after INDOT's written notice, INDOT may remove and/or modify the Enhancements and bill the City for the costs of removal and/or modification. In cases of emergency, including but not limited to threat of harm to the Bridge, the Enhancements, any highway facility, or the traveling public, INDOT may modify and/or remove the Enhancements without notice and bill the City for all costs of modification and/or removal. The City agrees to pay all invoices from INDOT within 14 days of issuance and in accordance with Section 4.34 of this Agreement.

**3.4 Access and Entry.** The City shall allow INDOT to access and enter upon City right-of-way to inspect and maintain the Bridge and inspect the Enhancements. INDOT shall allow the City to access and enter upon INDOT right-of-way to inspect and maintain the Enhancements.

**3.5 Utility Services.** The City shall pay all fees for any utility services for, serving, and/or related to the Enhancements, including any ongoing changes or usage fees. Any separately-metered utilities shall be billed directly to the City and INDOT shall have no obligation with respect thereto. Any utility fees related to utilities that are not separately metered shall be prorated by INDOT and the City shall pay INDOT any amount it owes within 14 days of receiving an invoice therefor.

#### **ARTICLE IV** **GENERAL PROVISIONS**

**4.1 Access to Records.** The City shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the costs incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for 10 years from the date of final payment, if any, under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The City agrees that, upon request by any Party or state or federal agency participating in federally-assisted programs with whom the City has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the City in connection with this Agreement, including any books, documents, papers, correspondence, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

**4.2 Assignment; Successors.** [OMITTED – NOT APPLICABLE]

**4.3 Assignment of Antitrust Claims.** [OMITTED – NOT APPLICABLE]

**4.4 Audits.** The City acknowledges that it may be required to submit to an audit of funds, if any, paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

**4.5 Authority to Bind the City.** The signatory for the City represents that he/she has been duly authorized to execute this Agreement on behalf of the City and has obtained all necessary or

applicable approvals to make this Agreement fully binding upon the City when his/her signature is affixed, and accepted by the State.

**4.6 Changes in Work.** The City shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplements, or modified by a written document executed in the same manner as this Agreement.

**4.7 Certification for Federal-Aid Contracts Lobbying Activities.** The City certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the City has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The City also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure

**4.8 Compliance with Laws.**

- A. The City shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the City to determine whether the provisions of this Agreement require formal modification.
- A. The City and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the City has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial**

interest in the Agreement, the City shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Agreement. If the City is not familiar with these ethical requirements, the City should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the City or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the City. In addition, the City may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

B. [OMITTED – NOT APPLICABLE]

C. [OMITTED – NOT APPLICABLE]

D. [OMITTED – NOT APPLICABLE]

E. The City warrants that the City and its contractors and subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

F. [OMITTED – NOT APPLICABLE]

G. As required by IC §5-22-3-7:

(1) The City and any principals of the City certify that:

(A) the City, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous 365 days, even if IC §24-4.7 is preempted by federal law; and

(B) the City will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The City and any principals of the City certify that an affiliate or principal of the City and any agent acting on behalf of the City or on behalf of an affiliate or principal of the City, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous 365 days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

**4.9 Condition of Payment.** All services provided by the City under this Agreement must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned

State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of federal, state or local statute, ordinance, rule or regulation.

4.10 **Confidentiality of State Information.** [OMITTED – NOT APPLICABLE]

4.11 **Continuity of Services.** [OMITTED – NOT APPLICABLE]

4.12 **Debarment and Suspension.** [OMITTED – NOT APPLICABLE]

4.13 **Default by State.** [OMITTED – NOT APPLICABLE]

4.14 **Disputes.** [OMITTED – NOT APPLICABLE]

4.15 **Drug Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the City hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The City will give written notice to the State within 10 days after receiving actual notice that the City, or an employee of the City in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the City certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the City's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the City of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- D. Notifying the State in writing within 10 days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty 30 days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**4.16 Employment Eligibility Verification.** As required by IC §22-5-1.7, the City swears or affirms under the penalties of perjury that the City does not knowingly employ an unauthorized alien. The City further agrees that:

A. The City shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The City is not required to participate should the E-Verify program cease to exist. Additionally, the City is not required to participate if the City does not employ any employees.

B. The City shall not knowingly employ or contract with an unauthorized alien. The City shall not retain an employee or contract with a person that the City subsequently learns is an unauthorized alien.

C. The City shall require its contractors and subcontractors, who perform work under this Agreement, to certify to the City that the contractor or subcontractor does not knowingly employ or contract with an unauthorized alien and that the contractor or subcontractor has enrolled and is participating in the E-Verify program. The City agrees to maintain this certification throughout the duration of the term of a contract with a contractor or subcontractor.

The State may terminate for default if the City fails to cure a breach of this provision no later than thirty 30 days after being notified by the State.

**4.17 Employment Option.** [OMITTED – NOT APPLICABLE]

**4.18 Force Majeure.** In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty 30 days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**4.19 Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**4.20 Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**4.21 HIPAA Compliance.** [OMITTED – NOT APPLICABLE]

**4.22 Indemnification.** The City agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the City and/or its agents, officials, employees, contractors and subcontractors, if any, in the performance of this Agreement. The State shall not provide such indemnification to the City.

**4.23 Independent Entity; Workers' Compensation Insurance.** The City is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the Parties. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, contractors or subcontractors of the other Party. The City shall provide all necessary unemployment and workers' compensation insurance for the City's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

**4.24 Information Technology Enterprise Architecture Requirements.** [OMITTED – NOT APPLICABLE]

**4.25 Insurance.** The City shall cause and require the contractors and subcontractors servicing and maintaining the Enhancements to secure and keep in force during the term of this Agreement the insurance coverages specified in the current INDOT Standard Specifications.

**4.26 Key Person(s).** [OMITTED – NOT APPLICABLE]

**4.27 Licensing Standards.** The City, its employees, contractors and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the City pursuant to this Agreement. The State will not approve any study, plans or work performed by the City when the City, its employees, contractors or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the City shall notify the State immediately and the State, at its option, may immediately terminate this Agreement.

**4.28 Merger & Modification.** This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all Parties.

**4.29 Minority and Women's Business Enterprises Compliance.** [OMITTED – NOT APPLICABLE]

**4.30 Nondiscrimination.**

- A.** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the City covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The City certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the City or any contractor or subcontractor.
  
- B.** INDOT is a recipient of federal funds, and therefore, were applicable, the City and any contractors or subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The City agrees that if the City employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the City will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The City shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by reference. Breach of this covenant may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. (INDOT's nondiscrimination enforcement is broader than

the language of Title VI and encompasses other State and federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran.)

- C. During the performance of this Agreement, the City, for itself, its assignees and successors in interest (hereinafter referred to as the "City") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. Compliance with Regulations: The City shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
  2. Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
  3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
  4. Information and Reports: The City shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses furnish this information, the City shall so certify to INDOT or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
  5. Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such

contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the City under the Agreement until the City complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The City shall include the provisions of paragraphs 1. through 5. above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The City shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the City becomes involved in, or is threatened with, litigation with a contractor, subcontractor or supplier as a result of such direction, the City may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the City may request the United States of America to enter into such litigation to protect the interests of the United States of America.

**4.31 Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

**A. For INDOT:**

INDOT Fort Wayne District  
Attn: District Deputy Commissioner  
5333 Hatfield Road  
Fort Wayne, IN 46808

**With copy to:**

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, IN 46204

**B. For the City:**

City of Fort Wayne, Indiana  
Attn: City Engineer  
200 East Berry Street, Suite 210  
Fort Wayne, Indiana 46802

As required by IC §4-13-2-14.8, payments to the City shall be made via electronic funds transfer in accordance with instructions filed by the City with the Indiana Auditor of State.

4.32 **Order of Precedence; Incorporation by Reference.** [OMITTED – NOT APPLICABLE]

4.33 **Ownership of Documents and Materials.** [OMITTED – NOT APPLICABLE]

4.34 **Payments.**

A. All payments, if any, shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the City in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

B. [OMITTED – NOT APPLICABLE]

4.35 **Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, IC §34-13-1, and IC §34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment, if any, shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

4.36 **Progress Reports.** [OMITTED – NOT APPLICABLE]

4.37 **Public Record.** The City acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

4.38 **Renewal Option.** [OMITTED – NOT APPLICABLE]

4.39 **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

4.40 **Status of Claims.** The City shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the City resulting from services performed under this Agreement.

4.41 **Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

4.42 **Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the City or its contractors or subcontractors as a result of this Agreement.

4.43 **Termination for Convenience.** [OMITTED – NOT APPLICABLE]

4.44 **Termination for Default.** [OMITTED – NOT APPLICABLE]

4.45 **Travel.** [OMITTED – NOT APPLICABLE]

4.46 **Indiana Veteran’s Business Enterprise Compliance.** [OMITTED – NOT APPLICABLE]

4.47 **Waiver of Rights.** No right conferred on either Party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. Neither the State’s review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the City shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the City’s negligent performance of any of the services furnished under this Agreement.

4.48 **Work Standards.** The City shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards (or by ensuring that its contractors and subcontractors do the same). If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and the City shall grant such request.

4.49 **State Boilerplate Affirmation Clause.** [OMITTED – NOT APPLICABLE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

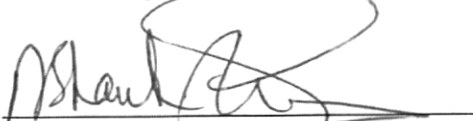
**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.


In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

**CITY OF FORT WAYNE, INDIANA**

Executed by: **BOARD OF PUBLIC WORKS**

  
Shan Gunawardena, Chair

Date: 4.28.2020

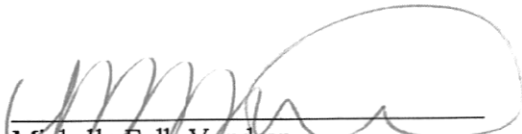
  
Kumar Menon, Member

Date: 4.28.2020

ABSENT  
Mike Avila, Member

Date: 4.28.2020

**Attest:**

  
Michelle Fulk-Vondran  
Clerk, Board of Public Works

Date: 4.28.2020

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

**INDIANA DEPARTMENT OF TRANSPORTATION**

Recommended for approval by:

\_\_\_\_\_  
Todd H. Johnson, District Deputy Commissioner

Date: \_\_\_\_\_

**Executed By:**

\_\_\_\_\_ (FOR)  
Joseph McGuinness, Commissioner

Date: \_\_\_\_\_

**[APPROVALS ON FOLLOWING PAGE]**

**APPROVALS**

STATE OF INDIANA  
Office of Management and Budget

By: \_\_\_\_\_ (FOR)  
Zachary Q. Jackson, Director

Date: \_\_\_\_\_

STATE OF INDIANA  
Department of Administration

By: \_\_\_\_\_ (FOR)  
Lesley A. Crane, Commissioner

Date: \_\_\_\_\_

Approved as to Form and Legality:  
Office of the Attorney General

By: \_\_\_\_\_ (FOR)  
Curtis T. Hill, Jr.  
Attorney General of Indiana

Date: \_\_\_\_\_

# INDIANA DEPARTMENT OF TRANSPORTATION



PROJECT	DESCRIPTION
1701388	1701388
CONTRACT	BRIDGE FILE
027-02-06498	027-02-06498 BRDL

STRUCTURE INFORMATION				
STRUCTURE	TYPE	SPAN AND BEAM	INVR	STATION
027-02-06498 BRDL	Concrete Composite Steel Deck Bridge	4 Spans 27'-0", 39'-0", 39'-0", 36'-0" Rt. Slab	02. Marys River	41+73.00 Line "92.1"

## BRIDGE REHABILITATION PLANS

FOR SPANS OVER 20 FEET

ROUTE: US 27 AT: RP 114+20

PROJECT NO. 1701388 P.E.  
1701388 R/W  
1701388 CONST.

Bridge Deck Replacement on US 27 NB over St. Marys River  
Located 2.60 Miles South SR 930  
Section 2, T-30-N, R-12-E, Wayne Township, Allen, Indiana



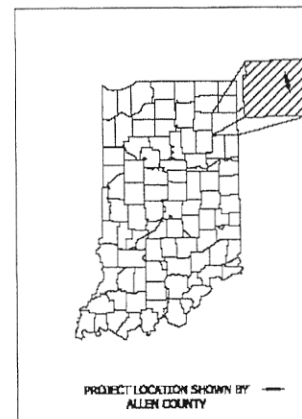
Structure 027-02-06498 BRDL  
over St. Marys River  
Sta. 41+73.00 Line "92.1"



TRAFFIC DATA		
A.A.D.T.	(2013)	24,700 V.P.D.
A.A.D.T.	(2014)	26,800 V.P.D.
D.H.V.	(2013)	3,380 V.P.H.
DIRECTIONAL DISTRIBUTION	100.0 %	
TRUCKS	3.0% A.A.D.T.	
	2.0% D.H.V.	

DESIGN DATA		
DESIGN SPEED	35 M.P.H.	
PROJECT DESIGN CATEGORY	PARTIAL SB (NON-PRIMARY)	
FUNCTIONAL CLASSIFICATION	RURAL/URBAN	
URBAN/RURAL	URBAN	
TRUCKS	LEVEL	
ACCESS CONTROL	NONE	



LATITUDE: 41°55'00" N	LONGITUDE: 85°00'00" W
BRIDGE LENGTH:	0.075 MI.
ROADWAY LENGTH:	0.005 MI.
TOTAL LENGTH:	0.075 MI.
MAXIMUM GRADE:	3.03 %
HUC: 041000406000	

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2003  
TO BE USED WITH THESE PLANS

PRELIMINARY PLANS	
DESIGN FILE	027-02-06498 BRDL
DESCRIPTION	1701388
REVISED	1 of 11
CONTRACT	0-4986
PROJECT	1701388



PRELIMINARY FOR REVIEW ONLY

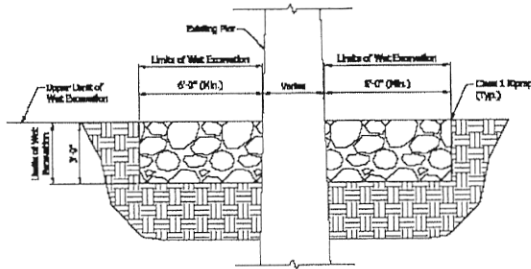
PLANS PROVIDED BY:	ENGINEERING RESOURCES, INC.	(25%) 498-1327
		PHONE NUMBER
CHECKED BY:		DATE
APPROVED BY:		DATE
FOR LISTING:	INDIANA DEPARTMENT OF TRANSPORTATION	DATE





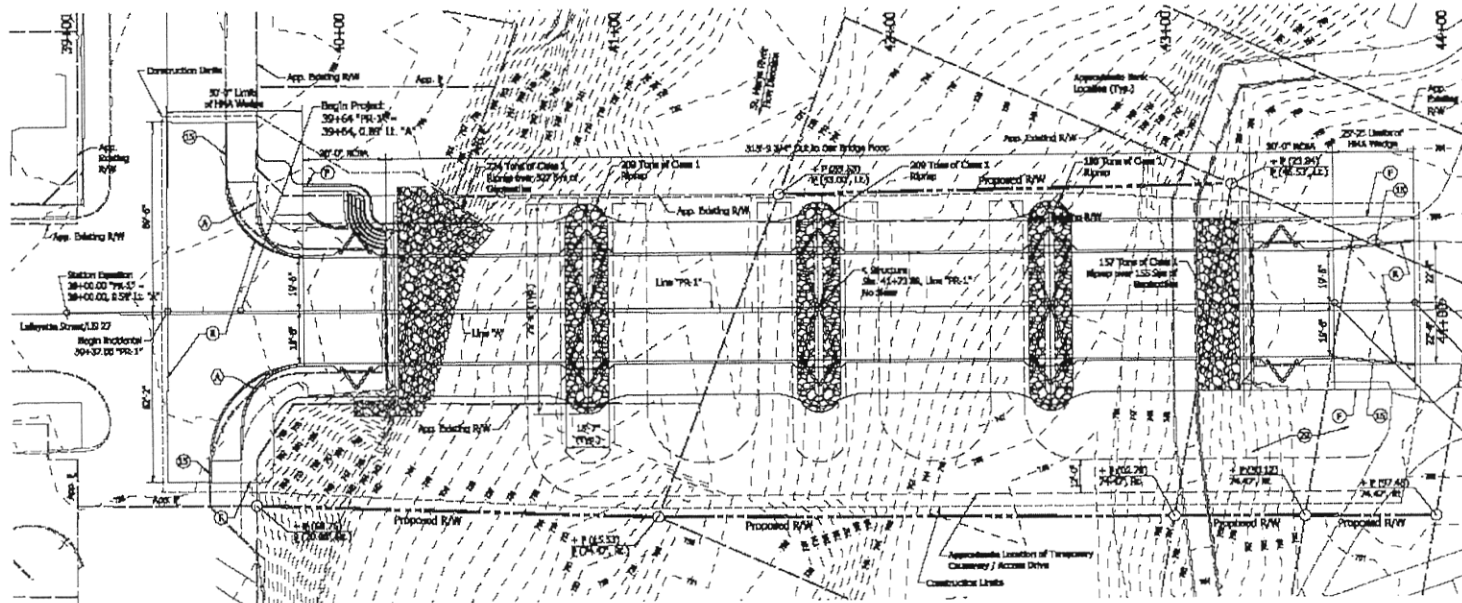






**SCOUR COUNTERMEASURE DETAIL**  
Scale: 3/8" = 1'-0"

- LEGEND**
- (A) "Dark River, Concrete", on 4 in. "Compacted Aggregate, Mts. 33"
  - (B) "Sossauk, Concrete", on 4 in. "Compacted Aggregate, Mts. 33"
  - (C) 365 457 "CC22A-1804, 2, 84, Surface, 9' Base", on Vertical Depth "1804, Wedge and Level, Type C", on "Transition PITS"
  - (D) "Dark & Outer, Concrete", on 4 in. "Compacted Aggregate, Mts. 33"
  - (E) "Washed Sand, 1"



**PAVEMENT AND SCOUR COUNTERMEASURE PLAN**  
Scale: 1" = 20'

NOTE TO SUBMITTER:  
Existing SPOW LINE SIGN MOUNTED TO LIGHT POLE ON R/S EDGE WILL BE RELOCATED AND SHORTEN ON FINAL PLAN

**ENGINEERING RESOURCES, INC.**  
13880 Delaware Rd.  
Fort Wayne, Indiana 46825

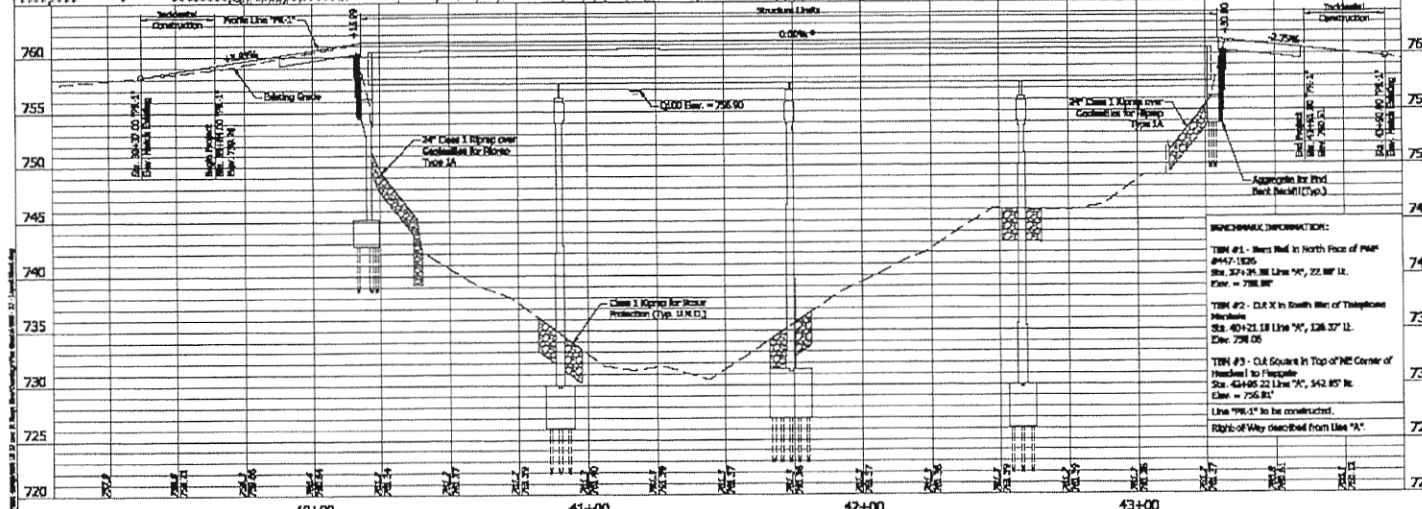
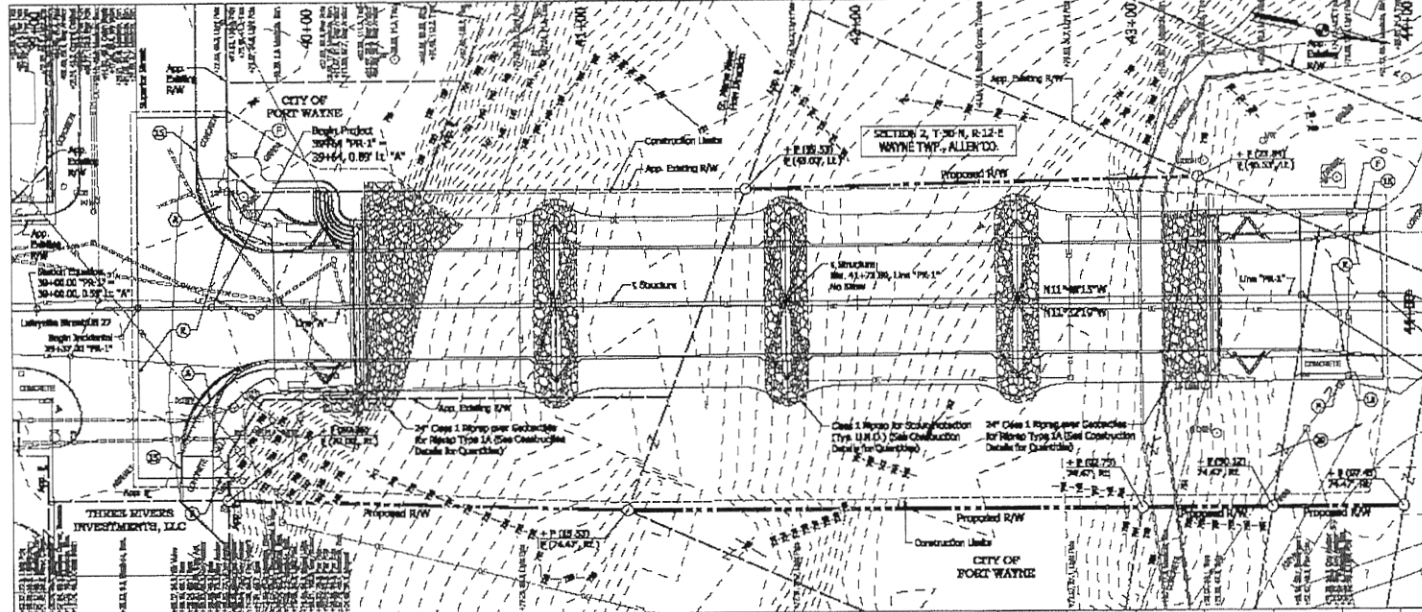
PRELIMINARY FOR REVIEW ONLY

DESIGNED BY	DESIGNED FOR
CHECKED BY	CHECKED FOR

INDIANA DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION DETAILS

SCALE	SECTION FILE / CADDSET NUMBER
AS NOTED	102-82-0000-0000
DIVISION	CONSTRUCTION
PROJECT	4 1 1
CONTRACT	1-48485
DRAWING	102-82-0000-0000

EXHIBIT 'A'



**EXISTING STRUCTURE**  
 The existing structure (327-02-008888888) is a continuous steel beam bridge built in 1956 with four spans (70', 84', 84', 70'), a 40' clear roadway, and reinforced concrete deck with skewed tie backing deck to be removed.

**HYDRAULIC SCOUR DATA**

Q100 Discharge	= 56,620 cfs
Q100 Elev.	= 756.91 ft
Velocity at Q100	= 9.78 fpm
Scour Depth (Construction)	= 1.83 ft
Scour Depth (Flow)	= 0.71 ft
Low Scour Elev.	= 723.78 ft

Station Equations:  
 44+00.00 - 798.47' = 44+00.00, 2.31' 12" 90"  
 End Structure: 43+80 795.2'  
 End Project: 43+81 795.1'

- LEGEND**
- (A) "Carb Slurry, Concrete", as 4 in. "Connected Aggregate, No. 32"
  - (B) 6 in. "Isobond", Concrete, as 4 in. "Connected Aggregate, No. 32"
  - (C) 18" x 30" "COCON-HAL 2, 64, Surface, 3.5mm", as Variable Depth "1899 Wedge and Level, Type C", on "Thermax Milling"
  - (D) "Carb and Gutter, Concrete", as 4 in. "Connected Aggregate, No. 32"
  - (E) "Welded Steeling, LP"

**\* - NOTE TO DESIGNER:**  
 Original plans show bridge was built to 0.8% grade. However, topographic survey data indicates that the grade was too narrow for bridge deck resulting from variance in the bridge and approach. Correcting the base and constructing the new deck to a 0.0% grade will result in additional tie back height above the gables. Therefore, the new bridge deck will be constructed to match the existing grade.

**CONTINUOUS COMPOSITE STEEL BEAM BRIDGE**  
 4 SPANS: 70'-0", 84'-0", 84'-0", 70'-0"  
 39'-0" PROPOSED CLEAR ROADWAY WIDTH, NO SKEW  
 US 27 NB (LAFAYETTE ST) OVER ST MARYS RIVER  
 ALLEN COUNTY



**ENGINEERING RESOURCES, INC.**  
 11000 N. 11th St., Suite 100  
 Fort Wayne, Indiana 46825  
 Phone: (317) 835-1100  
 Fax: (317) 835-1101  
 www.eri-inc.com

**PRELIMINARY FOR REVIEW ONLY**

DESIGNED BY: [Signature]	CHECKED BY: [Signature]
DRAWN BY: [Signature]	CHECKED BY: [Signature]

INDIANA DEPARTMENT OF TRANSPORTATION  
**LAYOUT**

HORIZONTAL SCALE 1" = 20'	TYPICAL FILE 107-02-00888888
VERTICAL SCALE 1" = 2'	DESCRIPTION LAYOUT
SHEET NO. 7 OF 14	
CONTRACT A-49889	
PROJECT LAFAYETTE	



**GENERAL NOTES**

Plans for the existing structure are on file at the District Office of the Indiana Department of Transportation under Bridge File 127-20-0066.  
The boundaries of all proposed work shall be as shown. All new cuts shall be a minimum of 12' vertical clearance.

Wherever work is to be done to old work, the Contractor shall verify all structures and conditions in the field and report any errors or discrepancies to the Engineer and assume responsibility for the correctness and the fit of the new work to the existing.

Chemically expanded concrete shall be 1" in base whenever noted. Section steel shall be applied to the top of existing surface, concrete bridge deck, and reinforced concrete bridge structures. All steel reinforcement shall be placed in accordance with the AASHTO Specifications for Highway Bridges, 15th Edition, 2002, 2102 for Reinforced Concrete.

**DESIGN DATA**

**LIVE LOAD**  
Design structure design loading is not stated on the original plans and is unknown.

Deck designed for HS-20-44 loading. In accordance with the AASHTO Specifications for Highway Bridges, 15th Edition, 2002, 2102 for Reinforced Concrete.

**DEAD LOAD**  
Actual weight shall be for 6" base wearing surface and 12" per foot reinforced deck floor.

**DESIGN STRENGTH**

**CONCRETE**  
Class C  $f'_c = 4,000$  psi  
Class B  $f'_c = 3,000$  psi  
Class A  $f'_c = 2,500$  psi

**REINFORCING STEEL**  
Grade 60  $f_y =$  equal psi

**CONSTRUCTION LOADING**

The existing structure has been checked for strength, deflection, and stability under the construction loading. The maximum deflection of the deck over the span of the existing girder. The maximum deflection of the deck over the span of the existing girder. The maximum deflection of the deck over the span of the existing girder. The maximum deflection of the deck over the span of the existing girder.

**DECK FALSIFICATION LOADS**

Deck falsification loads shall use the deck design strength, reinforced deck floor, and a 2' x 2' section on bridge.

**CONSTRUCTION LIVE LOAD**

The existing structure has been checked for strength, deflection, and stability under the construction loading. The maximum deflection of the deck over the span of the existing girder. The maximum deflection of the deck over the span of the existing girder. The maximum deflection of the deck over the span of the existing girder. The maximum deflection of the deck over the span of the existing girder.

**FINISHING-MACHINE LOAD**

Load is distributed over 10' ft along the center.


**WIND LOAD**

Wind load shall be applied to the top of existing surface, concrete bridge deck, and reinforced concrete bridge structures. All steel reinforcement shall be placed in accordance with the AASHTO Cable Design Specifications for Bridge Temporary Works (1989), Figure 2.1.

**BRIDGE REHABILITATION KEY**

- 1 Detail repair at base 2, base 3, and 4, and Alignment 5.
- 2 Remove the existing bridge deck, including deck, reinforced concrete deck, and reinforcement. Remove all reinforcement, including all utility conduits, street lights, and appurtenances. Remove all reinforcement, including all utility conduits, street lights, and appurtenances. Remove all reinforcement, including all utility conduits, street lights, and appurtenances. Remove all reinforcement, including all utility conduits, street lights, and appurtenances.
- 3 If deemed to be necessary during the design phase, detail new reinforcement.
- 4 Detail floor slabs on the top flange of the girders.
- 5 Finish the existing deck.
- 6 Construct new base and beam at base 2 and Alignment 3.
- 7 Construct new base and beam at base 3.
- 8 Clean and patch the steel reinforcement.
- 9 Detail new reinforced concrete bridge deck, additional concrete deck beams, and deck slabs.
- 10 Detail reinforced bridge deck, Type III.
- 11 Detail bridge height over railbed.
- 12 Detail new RCMA.
- 13 Detail Type 2-A joints between RCMA's and work of bridge floor.
- 14 Detail new reinforcement (form and lay).
- 15 Detail new approach abutments, and backfill, including curb, walk, and cast steel gutter.
- 16 Detail and place HMA pavement on either side of the new RCMA.

CONTINUOUS COMPOSITE STEEL BEAM BRIDGE  
4 SPANS: 70'-0", 84'-0", 84'-0", 70'-0"  
39'-0" PROPOSED CLEAR ROADWAY WIDTH, 40' SKEW  
U.S. 27 NB (LAFAVETTE ST) OVER ST MARY'S RIVER  
ALLEN COUNTY

 <p><b>ENGINEERING RESEARCH, INC.</b> 1701 E. 10th Street Tulsa, Oklahoma 74104 Tel: (918) 438-1111 Fax: (918) 438-1112</p>	<p><b>PRELIMINARY FOR REVIEW ONLY</b></p>	<p>RECORDED COPY</p> <p>DATE: _____</p> <p>BY: _____</p>	<p>INDIANA DEPARTMENT OF TRANSPORTATION</p> <p>GENERAL PLAN</p>	<p>SCALE: 1" = 40'-0"</p> <p>DATE: _____</p> <p>BY: _____</p>
		<p>PROJECT NO. _____</p> <p>CONTRACT NO. _____</p> <p>PROJECT TITLE: _____</p>		





## EXHIBIT "B"

The Enhancements are defined as follows:

- Decorative Steel Arches
- LED Lighting System (including fixtures, controls and cabinet, conduit, and associated connectors and hardware)
- Steel Pedestrian Railing
- Monuments/Signs/Plaques
- Southwest Pedestrian Plaza/Memorial Area
- Furniture (Benches, etc.)

## EXHIBIT "C"

## US 27 NB OVER ST. MARY'S RIVER (DES. 1701388) - COST ESTIMATE BREAKDOWN

ITEM	ITEM COST		
	INDOT	CITY OF FW	TOTAL
<b>BRIDGE</b>	<b>\$2,237,508</b>	<b>\$1,294,643</b>	<b>\$3,532,150</b>
CONCRETE, C, SUPERSTRUCTURE	\$492,150	\$86,850	\$579,000
REINFORCING BARS, EPOXY COATED	\$235,875	\$41,625	\$277,500
RAILING, PF-1, MODIFIED	\$98,000		\$98,000
HANDRAIL	\$204,120	\$160,380	\$364,500
STRUCTURAL STEEL - SHEAR STUDS, NEW EXTERIOR GIRDERS *	\$83,363	\$250,088	\$333,450
STRUCTURAL STEEL - ARCHES		\$750,000	\$750,000
CLEAN AND PAINT STEEL BRIDGE	\$325,000		\$325,000
REINFORCED CONCRETE BRIDGE APPROACH, 12 IN.	\$67,900		\$67,900
AGGREGATE FOR END BENT BACKFILL	\$5,400		\$5,400
SURFACE SEAL	\$32,300	\$5,700	\$38,000
PATCHING CONCRETE STRUCTURES	\$5,100		\$5,100
COMMON EXCAVATION	\$7,000		\$7,000
DEMO	\$245,800		\$245,800
SCOUR PROTECTION	\$435,500		\$435,500
<b>ROADWAY</b>	<b>\$51,700</b>	<b>\$56,100</b>	<b>\$107,800</b>
SIDEWALK	\$24,400	\$6,100	\$30,500
CURB AND GUTTER	\$8,000		\$8,000
APPROACH PAVEMENT	\$19,300		\$19,300
ARCHITECTURAL FEATURES		\$50,000	\$50,000
<b>LIGHTING</b>	<b>\$60,000</b>	<b>\$190,000</b>	<b>\$250,000</b>
LIGHTING - ROADWAY	\$60,000		\$60,000
LIGHTING - SIDEWALK		\$190,000	\$190,000
<b>MISCELLANEOUS</b>	<b>\$536,701</b>	<b>\$351,999</b>	<b>\$888,700</b>
MAINTENANCE OF TRAFFIC	\$66,974	\$43,926	\$110,900
EROSION CONTROL/SEEDING	\$24,338	\$15,962	\$40,300
CONSTRUCTION ENGINEERING (2%)	\$49,521	\$32,479	\$82,000
MOBILIZATION AND DEMOBILIZATION (5%)	\$122,595	\$80,405	\$203,000
FIELD OFFICE	\$10,569	\$6,931	\$17,500
CONTINGENCY (10%)	\$262,704	\$172,296	\$435,000
<b>TOTAL</b>	<b>\$2,885,909</b>	<b>\$1,892,741</b>	<b>\$4,778,650</b>

\* - IF DETERMINED NECESSARY DURING DESIGN PHASE

## **DIGEST SHEET**

Department: Transportation Engineering

Resolution Number: 0500X

Title of Ordinance: Interlocal Cooperative Agreement US 27 Bridge over the St Mary's River

Amount of Contract: \$5,591,160.00 of which approximately \$2,382,791 would be city costs over the next 3-4 years.

Description of Project (Be Specific): Agreement between the City and INDOT for improvements to the US 27 (Bigger) bridge over the St. Mary's River for the creation of the Veteran's Memorial bridge structure.

What Are The Implications If Not Approved: The creation of a utilitarian bridge instead of a bridge honoring the veterans of the US armed forces.

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

Additional Comments: The project will create added aesthetic and commemorative features on and around the bridge to both honor the veterans and improve the riverfront area for pedestrians and bicyclist.

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**May 26, 2020**

*Held til  
6/9/20*

***Paul Ensley Chair***

***Michelle Chambers Co-Chair***

***All Council Members***

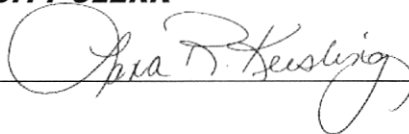
An Ordinance approving Interlocal Cooperative Agreement US 27 Bridge over the St Mary's River between the Indiana Department of Transportation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

*Involving a total cost of \$5,591,160.00 City costs over the next 3 – 4 years of which \$2,382,791.00 is estimated to be by the City of Fort Wayne*

**COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>ARP</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>CHAMBERS</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>DIDIER</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>ENSLEY</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>FREISTROFFER</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>HINES</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>JEHL</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>PADDOCK</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>TUCKER</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

**LANA R. KEESLING  
CITY CLERK**




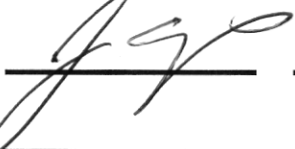

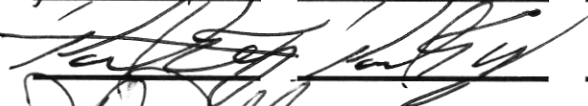



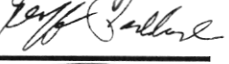

**REPORT OF COMMITTEE ON PUBLIC WORKS  
June 9, 2020**

***Paul Ensley Chair***  
***Michelle Chambers Co-Chair***  
***All Council Members***

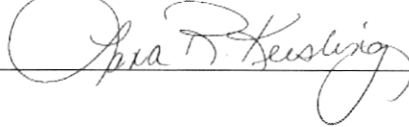
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**COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

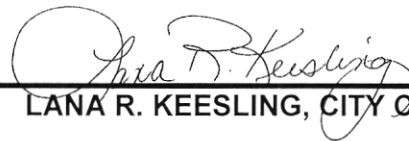
Read the first time in full and on motion by Councilman Ensley.

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

Read the third time in full and on motion by Councilman Ensley, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: June 9, 2020

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-20-05-12 on the 9th day of June, 2020

ATTEST:

  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

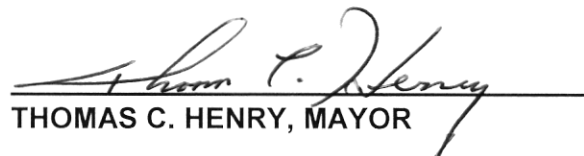
  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10<sup>th</sup> of June 2020, at the hour of 10:30 o'clock E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 10<sup>TH</sup> day of June 2020, at the hour of 3:00 o'clock PM E.S.T.

FORT WAYNE, INDIANA  
**RECEIVED**  
 JUN 10 2020  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 THOMAS C. HENRY, MAYOR