

BILL NO. S-21-06-17

SPECIAL ORDINANCE NO. S-80-21

AN ORDINANCE approving CONSULTING CONTRACT – PROFESSIONAL ENGINEERING SERVICES FOR HILLEGAS RD. WIDENING FROM STATE BLVD. TO COLISEUM BLVD. - WO #0507F - (\$1,897,000.00) between GAI CONSULTANTS, INC. and the City of Fort Wayne, Indiana.

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

SECTION 1. That the CONSULTING CONTRACT - PROFESSIONAL ENGINEERING SERVICES FOR HILLEGAS RD. WIDENING FROM STATE BLVD. TO COLISEUM BLVD. - WO #0507F - (\$1,897,000.00) by and between GAI CONSULTANTS, INC. and the City of Fort Wayne, Indiana is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Professional Engineering Services for the design of additional travel lanes on Hillegas Road between W. State Blvd., and W. Coliseum Blvd, which will include sidewalk and a multi-use path. These services include survey, urban street design with curb and gutter, storm sewers, pedestrian facilities, street lighting and urban landscaping. It also includes utility coordination, geotechnical, right-of-way engineering & plan development, environmental documentation and permitting.

This is a federal project with the Indiana Department of Transportation that has cost sharing of 80/20 with the City of Fort Wayne. The project is planned to be constructed in two phases and let through INDOT in 2025 and 2027;

involving a total cost of not to exceed ONE MILLION EIGHT HUNDRED NINETY-SEVEN THOUSAND AND 00/100 DOLLARS - (\$1,897,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of May 25, 2021 ("Effective Date") by and between City of Fort Wayne by its Board of Public Works, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and GAI Consultants, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1901705

Project Description: The project consists of milling, resurfacing and adding travel lanes to the existing Hillegas Road between West State Boulevard and West Coliseum Boulevard in the City of Fort Wayne, Indiana. The project will be completed in two separate construction phases, including:

- Phase 1 – From West State Boulevard to approximately 400 feet north of Butler Road (approximately 3,100 feet), to be constructed in early summer 2024.
- Phase 2 – From approximately 400 feet north of Butler Road to West Coliseum Boulevard (approximately 4,000 feet), to be constructed the following summer in 2025.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be \$15,331,000. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$1,897,000.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.
9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
 - B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.
10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.
11. **DBE Requirements.**
- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:
 - The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.
 - B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANT'S identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT 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 specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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 Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- II. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT 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 the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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

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

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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 or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Patrick Zaharako, P.E.
City Engineer – Fort Wayne
Citizen Square, 200 E Berry Street
Fort Wayne, IN 46802

Notices to the CONSULTANT shall be sent to:

Scott F. Hornsby, P.E.
GAI Consultants, Inc.
9921 Dupont Circle Drive West, Suite 100
Fort Wayne, IN 46825

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA 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, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. 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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Scott F. Hornsby

Digitally signed by Scott F. Hornsby
DN: cn=Scott F. Hornsby,
email=S.Hornsby@galconsultants.com
Date: 2021.05.06 15:39:47 -0400'

Signature

Scott F. Hornsby, P.E.
Vice President

(Print or type name and title)

BOARD OF PUBLIC WORKS

Shan Gunawardena

Signature

Shan Gunawardena, Chair

(Print or type name and title)

ABSENT

Signature

Kumar Menon, Member

(Print or type name and title)

Chris Guerrero

Signature

Chris Guerrero, Member

(Print or type name and title)

Attest:

Michelle Fulk-Vondran

5-25-21

Signature

Michelle Fulk-Vondran, Clerk

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

The scope of services includes professional services required to complete project management/ meetings/coordination, road design, traffic signals, street lighting plans, public information meetings, environmental documents, permits, storm drainage design, water main adjustments, and bidding and construction. Services provided by subconsultants and managed by CONSULTANT include topographic survey, small structure design, pavement design, utility coordination, ROW engineering, title research and Appraisal Problem Analysis (APA), landscaping and Green Infrastructure design, geotechnical engineering, subsurface utility engineering (SUE), archaeological investigations, and noise analysis. Items not part of this contract include lighting design, construction inspection services, and land acquisition services such as appraising and buying.

CONSULTANT plans to complete project plan development up to the 60% plan submission stage for both Phase 1 and Phase 2. The separation of the project plans into two construction phases will be completed for two separate 90% plan submissions, tracings, and contract bid documents. The anticipated engineering services associated with the proposed project development include following.

1.0 Project Management/Meetings/Coordination

- Coordinate and meet with City officials, staff, and outside parties associated with the project development.
- Coordinate and manage all subconsultants involved with the project.
- Coordinate with property owners adjacent to the project.
- Manage and coordinate the project with project team.
- Monitor scope, schedule, and budget.
- Review and approve invoices.
- Prepare monthly status reports and project schedule.

2.0 Road Design

- Prepare construction plans for the added travel lanes on Hillegas Road located between West State Boulevard and West Coliseum Boulevard. The project will consist of two travel lanes in each direction with a continuous left-turn lane and raised median where the continuous left-turn lane is not needed. The road design features for the project will include sidewalks, multi-use trail, ADA curb ramp, curb and gutter, pavement markings, traffic signs, traffic signals, and streetlights.
- Complete construction plans for the project and submit to City Transportation Engineering Department for their review at 30% plans submission, 60% plans submission, and 90% plans submission
- Submit the final plans submission at 100% (final tracings) to INDOT for concurrence and letting.
 - + The 30% Plans Submission for Phases 1 and 2:
 - » Development of title sheet, index sheet, and typical cross sections.
 - » Develop plan and profile sheets which consist of proposed road profile, proposed road geometrics, preliminary construction detail sheet, sidewalks/trail and ADA curb ramps, and mainline culvert structures.
 - » Develop cross section sheets which consist of proposed roadway templates, sidewalks, street approaches, and drive approaches.

- » Establish existing drainage patterns.
- » Preliminary maintenance of traffic (MOT) details for phased construction.
- » Determine preliminary permanent and temporary right-of-way.
- » Prepare preliminary quantities and construction cost estimate.
- » Prepare design documentation.
- + 60% Plans Submission for Phases 1 and 2:
 - » Coordinate for preliminary field check (PFC) meeting.
 - » Attend PFC with City staff.
 - » Incorporate comments received from City at 30% plans submission, PFC, and public meeting into the plans.
 - » Develop intersection details and spot elevations.
 - » Develop traffic signal plans.
 - » Develop lighting plans and coordinate with lighting designer provided by City.
 - » Incorporate plans and details for rehabilitation of existing large culverts (small structures) into the project plans.
 - » Complete storm sewer design and plan development.
 - » Design and preliminary plan development for traffic sign and pavement markings.
 - » Incorporate storm drainage into the plan/profile and construction detail sheets.
 - » Advance design and develop preliminary MOT plans for phased construction.
 - » Incorporate final pavement design to the plans and cross sections.
 - » Develop preliminary ROW plans.
 - » Develop preliminary detail specifications and special provisions.
 - » Update quantity and construction cost estimate.
- + 90% Plans (Pre-Final) Submission for Phases 1 and 2:
 - » Coordinate for the final field check meeting.
 - » Attend Phase 1 and Phase 2 final field checks with City staff.
 - » Update public meeting presentation displays and documentation for the second public involvement meeting.
 - » Attend and present the project to the public at public involvement meeting.
 - » Update plans and incorporate comments received from City at 60% plans submission, final field check, and public meeting.
 - » Finalize quantities and construction cost estimates.
 - » Develop miscellaneous quantity tables.
 - » Finalize all plans, detail sheets, MOT, and tables of quantities sheets.
 - » Finalize detail specifications and special provisions and upload Unique Special Provisions to INDOT.
 - » Finalize final quantities and construction cost estimate.
- + Final Plan/Final Tracings (100%) for Phases 1 and 2:
 - » Make necessary revisions to the plans to address comments received from the 90% plans submission.
 - » Update special provisions, quantities, and construction cost estimate.
 - » Update all the final tracing submittal documents.
 - » Assemble and submit final plans (final tracings) sent along with all tracing documents to INDOT.

3.0 Traffic Signals

- CONSULTANT will prepare traffic signal plans at the intersections of West State Boulevard, Butler Road, and Independence Drive in accordance with City standards and requirements. CONSULTANT will be responsible for design, quantity calculations, cost estimate, and special provisions. The plans shall be submitted to City Traffic Department for review.

4.0 Street Lighting

- CONSULTANT will prepare street lighting plans and assist City in determining the service point locations. The streetlight will use the decorative light pole and luminaire in accordance with City standards. The plans shall be submitted to City Street Light Department for review. City lighting vendor will be responsible for performing lighting design and provide design calculations, analysis, and layout for the lighting along the project corridor. CONSULTANT will assist City with service point connections. Furthermore, CONSULTANT will incorporate the design into the lighting plans development and complete quantity calculations, cost estimate, and special provisions.

5.0 Public Information Meetings

- CONSULTANT will assist and coordinate with City to arrange and schedule the public information meetings. City will be responsible for the venue and advertisement for the project for the public meetings. The meeting format will be determined when the project development is close to the public meeting stage.
- Two public meetings at 30% and 90% plans stages will be performed during the project.
- CONSULTANT will prepare necessary documentation and displays including color strip plans and color renderings (please refer to Section 16.0) representing the project improvement for the public information meetings.
- CONSULTANT will present and assist City when answering questions at the public meetings. Fees for a Public Hearing are not included and would require an amendment if needed.

6.0 Environmental Documents

- It is anticipated that this project will require the preparation of a Level 3 Categorical Exclusion (CE) document. The document prepared will address anticipated environmental impacts for the Hillegas Road added travel lanes project. All services will be completed in accordance with the *INDOT Procedural Manual for Preparing Environmental Studies (2008 Edition)*, the *Indiana Categorical Exclusion Manual (Revised May, 2017)*, and all other appropriate federal, state, and local laws relating to the environment.
- Activities for the CE will be coordinated with appropriate agencies including the City, INDOT, INDOT Fort Wayne District, Indiana Department of Environmental Management (IDEM), U.S. Army Corps of Engineers (USACE), Indiana Department of Natural Resources (IDNR), the Natural Resource Conservation Service, Federal Highway Administration (FHWA), and the U.S. Fish and Wildlife Service.
- A Red Flag Survey will be completed that includes a review of the Indiana Map developed by the Indiana Geological Survey in conjunction with INDOT. The investigation will be utilized to identify areas of concern (Red Flags) within the project area.
- A field investigation of the project site will be conducted to identify the locations of environmental resources. All identified resources will be located on aerial mapping. Notice of Survey letters will be prepared and sent to the identified property owners in advance of the field inspection.
- An early coordination letter will be prepared and sent to the appropriate local, state, and federal resource agencies requesting comments on the proposed project. The letter will include a description of the existing project area, project location, and proposed project. A graphic of the project area and any known potential environmental issues will also be included with the letter.
- A routine wetland delineation and "waters of the U.S." investigation has been completed for this project to determine the presence of jurisdictional wetlands within the project area. A copy of the wetland delineation and "waters of the U.S." report will be furnished to the USACE Louisville District for verification with any required permitting documents. Based on project schedule, minor

updates to the report and delineation may be required to ensure its validity for permitting requirements.

- It is anticipated that the project will meet the conditions of Category B of the Minor Projects Programmatic Agreement (MPPA). An archaeological Phase Ia investigation is anticipated for previously undisturbed soils that will be impacted by the project. Should it be determined that the scope of the project does not meet the application of Category B of the MPPA, a supplemental fee will be necessary as the full Section 106 Consultation, as required by the National Historic Preservation Act, will be completed prior to submittal of the CE document for approval.
- A noise analysis will be performed and documentation developed in accordance with *2017 INDOT Traffic Noise Analysis Procedure Policy*. A traffic noise analysis report will be prepared using Traffic Noise Model (TNM) 2.5 data input and results. The analysis will evaluate traffic noise generated by existing and future traffic predictions. Noise abatement for impacted receivers will be evaluated, if necessary. The noise analysis report will be submitted to INDOT for review and approval. This item will be performed by Hanson Professional Services, a subconsultant to CONSULTANT. Should INDOT noise policy and procedures change, a supplemental may be necessary to accommodate new guidelines and procedures necessary for INDOT/FHWA approval.
- The CE Level 3 document will be prepared in accordance with FHWA regulations and the aforementioned INDOT guidance documents. The draft document will be submitted to INDOT for review and comment. Comments received will be evaluated and appropriate revisions will be completed. The document will then be resubmitted for release for Public Involvement.
- CONSULTANT will assist City for publishing a Legal Notice of Planned Improvement offering the public the opportunity to request a public hearing for the project. If it is determined that a Public Hearing is necessary, a supplemental fee will be required for this service.
- Following the conclusion of the public involvement period, the CE document will be revised and resubmitted to INDOT for Public Hearing Certification and Final CE document approval.

7.0 Permits

CONSULTANT will coordinate, apply for, and track the status of the following applicable project permits until received. Regulatory permits anticipated for this project include:

- Section 401 WQC Regional General Permit (RGP) is presumed to be necessary for the project for impacts to jurisdictional waterways within the project area. Should impacts to the waterways meet or exceed 300 linear feet or require any amount of relocation, additional permitting and mitigation will be necessary. A supplemental fee will be needed for permitting requirements beyond the Section 401 WQC RGP.
- It is presumed that a Nationwide Permit will be required from the USACE for impacts to jurisdictional waterways within the project area. A copy of the Section 401 WQC RGP notification form will be furnished to the USACE for issuance of the Section 404 permit.
- A Rule 5 Permit will be obtained as more than one acre of ground will be disturbed. The Allen County Soil and Water Conservation District will be contacted and coordination of the proposed erosion control plan and Stormwater Pollution Prevention Plan will occur prior to the publication of the Notice of Intent and application to IDEM.
- Permitting requirements for regulated drain encroachments in Allen County will be determined prior to the field assessment, as well as gathering locations and record data of any regulated drains and easements that would be impacted the proposed project. All planned work within a regulated drainage easement will be assessed for easement encroachment to establish the need to obtain a permit or authorization from the Allen County Surveyor. The necessary permit applications and supporting documents limited to location figures, an impact table, and application will be provided to facilitate the permit approvals.

8.0 Stormwater Drainage Design

- CONSULTANT will complete hydrology and hydraulic calculations following the *City of Fort Wayne Utilities Design Standards Manual*. CONSULTANT will incorporate City's *Green*

Infrastructure Supplemental Storm Water Manual and Allen County Stormwater Technical Standards Manual where applicable.

- Analysis of Existing Drainage
 - + Existing drainage for Hillegas Road is mainly handled with roadside ditches, drive culverts, and road crossing culverts with limited storm sewers along the project corridor. Existing drainage will be analyzed to determine final discharge locations and existing flow rates.
 - + A site visit will be completed to assist in identifying existing drainage patterns and any problem areas.
 - + The goal for the stormwater management of the project is to maintain existing discharge locations and flows. Where offsite flow is coming into the ROW and it is feasible, ditches will be located behind the trail or sidewalk to convey the flow to discharge locations as this will help minimize the storm sewer size.
 - + The stormwater design scope assumes that existing private detention areas adjacent to the ROW will not be impacted for the project and therefore, the detention capacity will not be analyzed.
- Stormwater Drainage Coordination
 - + Prange Drain and Sargent Drain are both Regulated Drains. CONSULTANT will coordinate with the Allen County Surveyor's Office for all discussions relating to discharge points into Regulated Drains and the need of detention before the outfalls.
 - + CONSULTANT will hold a coordination meeting with City of Fort Wayne Utilities and the Allen County Surveyor's Office after the existing conditions have been analyzed and an initial drainage concept has been developed.
 - + A second coordination meeting with City and Allen County will be held after the drainage design is completed to review the design and finalize any outstanding items.
 - + CONSULTANT will provide meeting minutes for the two coordination meetings outlined above.
 - + CONSULTANT will coordinate with Landscaping and Green Infrastructure design.
- Hydrology and Inlet Spacing
 - + Inlet spacing will be completed for Hillegas Road from West State Boulevard to Coliseum Boulevard. Inlet spacing will not be completed south of West State Boulevard as the existing impervious area and existing curb and gutter are assumed to match the proposed conditions.
 - + Hillegas Road is classified as a minor arterial with posted speed limits of 45 mph. In accordance with City's *Manual*, allowable spread for inlet spacing shall be to maintain two 10-foot travel lanes, one for each direction of traffic. Where there is a center median, total spread into the pavement with gutter is 14.5 feet. Where there is a middle turn lane, total spread with gutter is 20.5 feet.
 - + Green Infrastructure is proposed between the back of curb and sidewalk/trail. Curb turnouts to the Green Infrastructure will be designed using the Hydraulic Toolbox from the FHWA.
- Hydraulics
 - + Since the project includes additional driving lanes, a sidewalk, and a trail, the overall roadway runoff and flow rates will increase as part of this project.
 - + Storm sewer sizing and stormwater analysis will be completed in Bentley's StormCAD software. Storm sewer design will follow City of Fort Wayne's Utility Engineering Department standards and procedures.
 - + CONSULTANT will analyze two primary outfalls for discharging runoff from the project. The primary outfalls will be Prange Drain and Sargent Drain. Since the project is split into two phases, CONSULTANT is anticipating Sargent Drain being the primary outfall for Phase 1 and Prange Drain being the primary outfall for Phase 2.

- + Evaluate the existing 12-inch storm sewer pipe at Kraft Parkway and the existing 24-inch storm sewer pipe at Butler Road for potential outfall locations as well.
- Detention
 - + Coordinate with City's Utility Engineering Department and the Allen County Surveyors Office to determine what detention is required after existing conditions have been analyzed.
 - + It is assumed that detention can be achieved utilizing inline detention or through storage associated with the Green Infrastructure.
- Water Quality
 - + CONSULTANT assumes that all water quality requirements will be met utilizing Green Infrastructure that will be located along the street.
- Documentation
 - + A report will be prepared to summarize the results of the existing and proposed hydraulic analysis and submitted to City for review and approval. The report will also be submitted to Allen County since the project will discharge to regulated drains.
 - + Stormwater infrastructure will be included on the road plan and profile sheets. Structure data tables will also be included in the plan set. City standard stormwater details will be used as applicable.

9.0 Water Main Adjustments

Potential conflicts between the existing water main and the proposed road widening and new storm sewers are anticipated for the project.

- Review conflicts between proposed storm sewers and the existing water mains.
- Meet with City's Utilities Engineering Department to review the conflict locations.
- Prepare preliminary water main adjustment plans and details. It is assumed that only two conflicts will require the relocation of the water main.
- Submit preliminary plans to City's Utilities Engineering Department for their review.
- Prepare final water main adjustment plans and details to be incorporated into the plan set. City Standard Details and Specifications will be utilized.

Note: The activities for water main adjustments do not include replacement or relocation of the existing entire water main.

10.0 Bidding/Construction

- Revise plans and bid documents if necessary, based on comments from bidders.
- Assist City for responding to the bidder's questions and INDOT.
- Attend pre-construction conference with Contractor, City staff, and INDOT.
- Review shop drawings as required.

Scope of Services Performed by Subconsultants

11.0 Topographic Survey and Data Location Control Route Survey

Topographic Survey Data Collection and Location Control Route Survey Plat services will be provided by subconsultant, Beam, Longest and Neff, Inc.

Perform the field work as required for the route survey and determine the existing ROW and apparent property lines. Location control route survey plat will be included with field survey services.

- Project Limits and Survey Coverage – The anticipated survey limits are listed below:
 - + **Hillegas Road** – Begin at the south bridge deck of the Hillegas Road bridge over I-69 and continue south 8,600 feet (survey width is 75 feet each side of centerline).
 - + **State Boulevard** – Begin 300 feet west of the Hillegas Road bridge and continue 600 feet east (survey width is 75 feet each side of centerline).

- + **Butler Road** – Begin 300 feet west of the Hillegas Road bridge and continue 600 feet east (survey width is 75 feet each side of centerline).
- + **Coliseum Boulevard** – Begin at Hillegas Road and continue northeast 300 feet (survey width is 75 feet each side of centerline).
- + **Independence Drive** – Begin at Hillegas Road and continue east 300 feet (survey width is 75 feet each side of centerline).
- + **Ditch Surveys at two locations** – Begin 250 feet west of centerline of the bridge and continue 500 feet east (survey width is 75 feet beyond the top of back of the creek)
- + Locate ordinary high-water elevations.
- + Detail culvert structures.
- **Assumptions**
 - + Utilities will be marked by Indiana 811 and T2 Utility Engineers.
 - + A primary control will be set within the project limits such that the survey alignments (survey baseline) can be re-established during construction. The survey control will be set using RTK GPS and conventional methods and will meet accuracy standards for the INDOT design surveys. The survey control will be relative to the InGCS Allen County coordinate zone. In addition, survey baselines will be tied down into the area's USPLS section corners and property/ROW monumentation. Our staff will complete third-order bench circuit using digital level to establish temporary benchmarks at intervals not exceeding 1,000 feet to be used during construction.
- **Deliverable Files** – Furnish survey data (topo points, breaklines, DTM, contour lines, storm/sanitary sewers, and property/ROW lines) in a SS2 MicroStation InRoads digital format. The deliverables will consist of the following: an apparent property drawing, a pipe network drawing, a surface drawing and a topo drawing, FWD files for the project's survey points, an ALG file for the project's alignments, and a DTM file for the project's surfaces. Subconsultant will also supply a field book and TBM/survey control point table for the project.

12.0 Small Structure Design

- Small structures on Sargent and Prange Drains will be replaced; both are Allen County Regulated Drains. Each Structure will be removed and replaced to accommodate the added width of Hillegas Road. Contributing storm sewer outfall volumes to each location will be calculated for each ditch.
- Contributing drainage areas for each structure are less than one-square-mile, and there are no impacts to the floodway. Therefore an IDNR Construction in a Floodway Permit is not required.
- The crossing at Sargent Drain is currently a reinforced concrete pipe, approximately 30 inches in diameter with no headwalls or end sections present. There are paved ditches adjacent to the crossing which are in failing condition. Improvements to these ditches will be completed, including the necessary flowlines for the small structure. HY8 will be utilized in computing the required structure size.
- The crossing at Prange Drain is currently a corrugated metal pipe arch, 84" x 132", with no headwalls or end sections present. There are paved ditches adjacent to the crossing which are in failing condition. Improvements to these ditches will be completed including the necessary flowlines for the small structure. HY8 will be utilized in computing the required structure size.
- Each structure will be hydraulically sized utilizing HY8. Allen County and City design standards will be followed. One drainage report will be submitted for the small structures and will be submitted to both City and Allen County for review and approval. It is anticipated that a similarly sized reinforced concrete pipe will be placed at Sargent Drain with no headwalls or wingwalls necessary. It is anticipated that a reinforced concrete box or three-sided structure will be constructed at Prange Drain.

13.0 Pavement Design

Design services will be provided by subconsultants, Beam, Longest and Neff, Inc.

- City is a Certified LPA, and as such, does not have to submit pavement designs for review to INDOT. Beam, Longest & Neff will review City's standard pavement design along with the provided geotechnical information to determine if it is acceptable for this project. This will be completed by analyzing City's standard pavement design utilizing MEPDG and the geotechnical investigation's provided pavement design parameters to determine the functional and structural adequacy of the design standard.
- If the standard design is not adequate, then the passing design run from the performed MEPDG analyses will be utilized for final design.
- The findings of the review of the standard pavement design (and proposed design if needed) will be presented in report format to City.
- A field visit will be included to evaluate the existing pavement and develop a patching table for inclusion with the plans.

14.0 Utility Coordination

Utility coordination services will be provided by subconsultant, Beam, Longest and Neff, Inc.

Utility coordination services will include all documents for utility relocation as it is assumed that utilities will be impacted by the project improvements. Utility reimbursements are anticipated, as well as utility coordination, is required during construction. Following are the anticipated utility coordination tasks:

- Determine utility facilities within the project limits.
- Prepare a list of utilities and provide to City and CONSULTANT.
- Send letter for initial notification to each utility.
- Send plans and letter of verification to each utility.
- Coordinate with CONSULTANT for updating utilities on the plans.
- Send letter and plans to each utility to request conflict analysis.
- Review plans from utilities and make recommendation for changes.
- Send plans and letter to utilities to request for work plan.
- Submit approved work plan to local agency for final approval.
- Provide CONSULTANT with update utility contacts.
- Prepare and complete utility reimbursement agreement.
- Provide utility coordination during utility construction phase.

15.0 ROW Plans & Engineering

CONSULTANT will prepare preliminary ROW plans and provide the plans to Beam, Longest and Neff, Inc. for their work on ROW engineering and final ROW plans. It is anticipated that 65 parcels will be affected by the construction. Beam, Longest and Neff will perform the following services in accordance with INDOT for each parcel involved with ROW acquisition:

- Provide the last deed of record and/or title research.
- Prepare final ROW plans and ROW engineering plat one.
- Prepare parcel plats and legal descriptions for permanent ROW and temporary ROW.
- Prepare APA reports.
- Perform ROW staking services.
- Upload ROW Engineering packets to LRS.
- It is assumed that section corners will be perpetuated by others (e.g. Allen County Surveyor's Office).

16.0 Landscaping, Green Infrastructure Design, and Public Meetings Rendering Displays

Landscape, Green Infrastructure Design, and Public Meeting Rendering Displays services will be provided by subconsultant, Earth Source, Inc.

- Landscaping
 - + Prepare Concept Plans illustrating landscape design concepts with associated preliminary construction cost estimates.
 - + Prepare Design & Construction Documents of the landscape concepts. This work includes design development, preparation of construction documents, technical specifications, and final construction cost estimate. This work will be prepared for the available green spaces in conjunction with green alternatives included in the project scope. Plantings will be coordinated with City's Parks Department Arborist, ROW Landscape Manager, and Landscape Architect and will be carefully selected to tolerate urban conditions and harsh environments.
- Green Infrastructure
 - + Green Infrastructure initiatives shall address storm water treatment (first inch of rainfall).
 - + Prepare an Alternatives Report illustrating associated benefits as well as construction and maintenance costs for review and selection of desired Green Infrastructure alternatives by City. This plan will aid in determining ideal locations for implementation of Green Infrastructure to maximize both the effectiveness of the systems, as well as gain the greatest benefit for dollars spent. Post-construction maintenance and initial and recurring costs will be a driving factor in the selection, placement, and design of these systems.
 - + Prepare Design & Construction Documents of the Green Infrastructure alternatives selected by City from the Alternatives Report. This work includes design development, final stormwater calculations, preparation of construction documents, technical specifications, and final construction cost estimate.
- Public Information Meetings Rendering Displays
 - + Prepare four color renderings of the roadway corridor, specifically illustrating the incorporation of Green Infrastructure, landscape, and roadway improvement elements. Color renderings will be printed and mounted on firm backing.

17.0 Geotechnical Services and Pavement Design

Geotechnical engineering and pavement design services will be provided by subconsultant, Resource International, Inc.

18.0 Subsurface Utility Engineering

SUE will be provided by subconsultant, T2 Utility Engineers.

19.0 Archaeological Investigations

Archaeological investigations and documentation will be provided by subconsultant, Weintraut & Associates.

20.0 Noise Analysis

Noise analysis and documentation will be provided by subconsultant, Hanson Professional Services, Inc.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project, if different from INDOT and allowed on the project in conjunction with federal funding.
3. All written views pertinent to the location and environmental studies that are received by INDOT
4. Transfer Documents for land acquisition
5. Lighting design and design calculations, analysis, and layout for the lighting along the project corridor
6. Traffic assignments, Traffic Lighting Warrants for New Lighting, as necessary
7. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
8. Available data from the transportation planning process
9. Plans or GIS information for any LPA owned utilities including depths or invert elevations for underground facilities, if available.
10. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
11. Existing water quality data, if applicable

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The Project will be completed in two separate construction phases. Construction Phase 1 is anticipated to start in early summer of 2024 and construction Phase 2 is to start in early summer of the following year. The following table presents anticipated schedule for the project improvements Phases 1 and 2.

Task	Phase 1 (2024)	Phase 2 (2025)
Anticipated Notice to Proceed (NTP)	August 15, 2021	
Topographic Survey Complete	October 29, 2021	
Preliminary 30% Plans Submission	February 28, 2022	
Preliminary 60% Plans Submission	June 30, 2022	
Right-of-Way Engineering	September 30, 2022	September 30, 2023
Environmental Document Approval	October 15, 2022	
Permits Completion	September 15, 2023	
Final Field Check	October 15, 2023	September 15, 2024
Right-of-Way Certification	October 31, 2023	September 30, 2024
Final Plans 90% Submission	November 03, 2023	October 30, 2024
Final Tracings Submission	January 29, 2024	January 27, 2025
Letting	May 9, 2024	May 7, 2025
Construction	June 30, 2024	June 30, 2025

APPENDIX "D"

The tables below outline our fees for the services outlined herein with a Total NTE Fee of \$1,897,000.00. See the Exhibit "A" for hourly rate sheets and scope of services for subconsultant services not outlined in Appendix "A."

Section	Task Descriptions	Fee Types	Total Amount
1.0	Project Management/Meetings/Coordination	Hourly NTE	\$ 70,100.00
2.0	Road Design	Hourly NTE	\$ 658,700.00
3.0	Traffic Signals	Hourly NTE	\$ 43,000.00
4.0	Streetlight	Hourly NTE	\$ 40,100.00
5.0	Public Information Meetings	Hourly NTE	\$ 30,400.00
6.0	Environmental CE	Hourly NTE	\$ 40,500.00
7.0	Permits	Hourly NTE	\$ 14,500.00
8.0	Storm Drainage Design	Hourly NTE	\$ 141,100.00
9.0	Water Main Adjustments	Hourly NTE	\$ 10,700.00
10.0	Bidding/Construction	Hourly NTE	\$ 18,900.00
11.0-20.0	Engineering Services by Subconsultants	See Below	\$ 829,000.00
	TOTAL NTE		\$1,897,000.00

Summary of Fees from Subconsultant Services

Section	Task Description	Fee Types	Total Amount
11.0	Topographic Survey ⁽¹⁾	Hourly NTE	\$118,300.00
12.0	Small Structure Design ⁽¹⁾	Hourly NTE	\$ 72,300.00
13.0	Pavement Design ⁽¹⁾	Hourly NTE	\$ 12,400.00
14.0	Utility Coordination ⁽¹⁾	Hourly NTE	\$ 38,300.00
15.0	ROW Plans & Engineering, Title Research & APA ⁽¹⁾	Unit Rate	\$322,500.00
16.0	Landscaping, Green Infrastructure, and Public Meeting Rendering Displays ⁽²⁾	Hourly, NTE	\$ 41,800.00
17.0	Geotechnical Engineering ^{(3)**}	Hourly NTE & Unit Rate	\$ 66,900.00
18.0	Subsurface Utility Engineering ⁽⁴⁾	Hourly NTE & Unit Rate	\$109,400.00
19.0	Archaeological Investigations ^{(5)**}	Hourly NTE	\$ 16,200.00
20.0	Noise Analysis ⁽⁶⁾	Hourly NTE	\$ 30,900.00
	TOTAL NTE		\$829,000.00

Notes:

- (1) Provided by Beam, Longest and Neff, Inc.
 - (2) Provided by Earth Source, Inc.
 - (3) Provided by T2 Utility Engineers
 - (4) Provided by Resource International, Inc.
 - (5) Provided by Weintraut & Associates, Inc.
 - (6) Provided by Hanson Professional Services, Inc.
- ** Provided by DBE firms

Expenses such as mileage, printing costs, etc. will be invoiced at the INDOT allowed rate at the time the expense is incurred. Direct costs such as fees and other charges will be invoiced for the amount of the expense with no mark-up.



GAI Consultants, Inc.
Negotiated Rates by Labor Classification
City of Fort Wayne - Hillegas Road Reconstruction

CLASSIFICATION	2021	2022	2023	2024	2025
	Rates 2021 1.5 DL Overtime	Rates (2.7% Incr) 2022 1.5 DL Overtime	Rates (2.7% Incr) 2023 1.5 DL Overtime	Rates (2.7% Incr) 2024 1.5 DL Overtime	Rates (2.7% Incr) 2025 1.5 DL Overtime
Senior Project Manager (also capped)	\$ 205.29	\$ 210.83	\$ 216.52	\$ 222.37	\$ 228.37
Engineering Manager/Project Manager	\$ 170.75	\$ 175.96	\$ 181.10	\$ 186.36	\$ 191.66
Assistant Project Manager	\$ 157.32	\$ 161.56	\$ 165.93	\$ 170.41	\$ 175.01
Survey Manager	\$ 188.22	\$ 193.30	\$ 198.52	\$ 203.88	\$ 209.39
Environ Mgr/Specialist	\$ 148.07	\$ 152.33	\$ 156.72	\$ 161.22	\$ 165.84
Asst Environmental Manager	\$ 133.50	\$ 137.11	\$ 140.81	\$ 144.61	\$ 148.52
Senior Project Environmental Specialist	\$ 113.47	\$ 116.83	\$ 119.98	\$ 122.91	\$ 125.23
Project Environmental Specialist	\$ 98.93	\$ 102.53	\$ 105.30	\$ 108.14	\$ 111.03
Senior Environmental Specialist	\$ 75.02	\$ 79.07	\$ 81.18	\$ 82.95	\$ 84.57
Technical Specialist/Leader	\$ 148.10	\$ 153.13	\$ 157.28	\$ 161.51	\$ 165.87
Project Engineer	\$ 114.46	\$ 117.57	\$ 120.74	\$ 124.00	\$ 127.35
Junior Engineer	\$ 88.46	\$ 91.30	\$ 94.38	\$ 96.53	\$ 98.55
*Sr Lead Project Designer	\$ 138.82	\$ 143.59	\$ 147.47	\$ 151.45	\$ 155.51
*Sr Lead Designer	\$ 125.72	\$ 129.12	\$ 132.60	\$ 136.18	\$ 139.86
*Senior Technician	\$ 104.94	\$ 107.77	\$ 110.63	\$ 113.67	\$ 116.74
*Sr Survey Crew Chief	\$ 102.95	\$ 105.73	\$ 108.53	\$ 111.51	\$ 114.52
*Survey Crew Chief	\$ 93.32	\$ 95.84	\$ 98.42	\$ 101.06	\$ 103.81
*Sr Lead Survey/Technician	\$ 87.41	\$ 89.77	\$ 92.19	\$ 94.88	\$ 97.24
*Lead Survey/Const Technician	\$ 68.55	\$ 70.98	\$ 73.44	\$ 75.95	\$ 78.54
*Technician	\$ 70.92	\$ 72.83	\$ 74.80	\$ 76.82	\$ 78.89

* Indicates employees that are non-exempt and receive 1.5 DL (premium) overtime.

<u>Classification</u>	<u>Billing Rate</u>
Office Manager	\$227.16
Department Manager	\$227.16
Project Manager	\$200.60
Project Engineer	\$149.99
Engineer Intern	\$108.14
Senior Environmental Analyst	\$188.21
Environmental Analyst	\$92.00
Land Surveyor	\$163.54
Project Coordinator	\$111.81
Senior Project Coordinator	\$195.38
Legal/Contracts	\$206.23
CAD Technician	\$110.26
Survey Technician	\$120.77
RWS Technician	\$101.73
RPR	\$122.16
Office Intern	\$51.93
Administration	\$101.17

Hillegas Road

HOURLY WAGE RATES Escalated - Weighted - Billing Rates

Wage Rates - Escalated					
	2020/21	2021/22	2022/23	2023/24	2024/25
Annual Increase Ave.		2.70%	2.70%	2.70%	2.70%
Classifications:					
Office Mgr.	\$ 227.16	\$ 233.29	\$ 239.59	\$ 246.06	\$ 252.70
Dept. Mgr.	\$ 227.16	\$ 233.29	\$ 239.59	\$ 246.06	\$ 252.70
Proj. Mgr.	\$ 200.60	\$ 206.02	\$ 211.58	\$ 217.29	\$ 223.16
Proj. Engineer	\$ 149.99	\$ 154.04	\$ 158.20	\$ 162.47	\$ 166.86
Engineer Intern	\$ 108.14	\$ 111.06	\$ 114.06	\$ 117.14	\$ 120.30
Sr. Environmental Analyst	\$ 188.21	\$ 193.29	\$ 198.51	\$ 203.87	\$ 209.37
Environmental Analyst	\$ 92.00	\$ 94.48	\$ 97.03	\$ 99.65	\$ 102.34
Land Surveyor	\$ 163.54	\$ 167.96	\$ 172.49	\$ 177.15	\$ 181.93
Proj. Coordinator	\$ 111.81	\$ 114.83	\$ 117.93	\$ 121.11	\$ 124.38
Sr. Proj. Coordinator	\$ 195.38	\$ 200.66	\$ 206.08	\$ 211.64	\$ 217.35
Legal/Contracts	\$ 206.23	\$ 211.80	\$ 217.52	\$ 223.39	\$ 229.42
CAD Tech	\$ 110.26	\$ 113.24	\$ 116.30	\$ 119.44	\$ 122.66
Survey Tech	\$ 120.77	\$ 124.03	\$ 127.38	\$ 130.82	\$ 134.35
RWS Tech	\$ 101.73	\$ 104.48	\$ 107.30	\$ 110.20	\$ 113.18
RPR	\$ 122.16	\$ 125.46	\$ 128.85	\$ 132.33	\$ 135.90
Office Intern	\$ 51.93	\$ 53.33	\$ 54.77	\$ 56.25	\$ 57.77
Administration	\$ 101.17	\$ 103.90	\$ 106.71	\$ 109.59	\$ 112.55

*The Hourly Rates are subject to revision July 1 of each year.

Hillegas Road Improvements

Earth Source, Inc. scope of work description

Green Infrastructure

Green infrastructure initiatives shall address storm water treatment (first inch of rainfall).

Prepare an Alternatives Report illustrating associated benefits as well as construction and maintenance costs for review and selection of desired green infrastructure alternatives by the City. This plan will aid in determining ideal locations for implementation of green infrastructure to maximize both the effectiveness of the systems as well as gain the greatest benefit for dollars spent. Post construction maintenance as well as initial and recurring costs will be a driving factor in the selection, placement and design of these systems.

Prepare Design & Construction Documents of the green infrastructure alternatives selected by the City from the Alternatives Report. This work includes design development, final stormwater calculations, preparation of construction documents, technical specifications and final construction cost estimate.

Landscape

Prepare Concept Plans illustrating landscape design concepts with associated preliminary construction cost estimates.

Prepare Design & Construction Documents of the landscape concepts. This work includes design development, preparation of construction documents, technical specifications and final construction cost estimate. This work will be prepared for the available green spaces in conjunction with green alternatives included in the project scope. Plantings will be coordinated with the City of Fort Wayne Parks Department Arborist, ROW Landscape Manager and Landscape Architect and will be carefully selected to tolerate urban conditions and harsh environments.

Public Meeting

Prepare four (4) color renderings of the roadway corridor, specifically illustrating the incorporation of green infrastructure, landscape and roadway improvement elements. Color renderings will be printed and mounted on firm backing and provided to engineer for presentation purposes.

Scope of Services Fee Proposal for Hillegas Road Improvements

Earth Source, Inc.

12/17/2020 (revised 3/2/2021)

PROJECT SCOPE ITEMS	COST	STAFF HRS	PRINCIPAL	PM
Green Infrastructure				
Alternatives Report (including necessary correspondence & meetings)	\$6,050	46	12	34
Selected Alternatives Design & CD's (including necessary correspondence & meetings)	\$11,200	88	8	80
Construction Details	\$2,300	18	2	16
Plant List	\$900	7	1	6
Quantity Take-Offs and Construction Cost Estimate	\$2,300	18	2	16
Technical Specifications/Special Provisions	\$1,600	12	4	8
Landscape				
Design & CD's (including necessary correspondence & meetings)	\$6,200	48	8	40
Construction Details	\$1,300	10	2	8
Plant List	\$650	5	1	4
Quantity Take-Offs and Construction Cost Estimate	\$1,550	12	2	10
Technical Specifications/Special Provisions	\$1,300	10	2	8
Public Meeting				
Prepare perspective renderings (4 boards)	\$6,300	50	2	48
subtotals	\$41,650	324	46	278
Reimbursable Expenses				
Mileage, Printing and Presentation Board mounting	\$150			
total fee	\$41,800			

**ATTACHMENT "A" ESTIMATE BREAKDOWN
SUBSURFACE UTILITY ENGINEERING**



Project Description: Hillegas Road - State Blvd. to Coliseum Blvd.

Des. No: 1901705

UTILITY DESIGNATING SERVICES - QLB				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Linear Foot	Per Foot	\$1.43	50,390	\$72,057.70
Ground Penetrating Radar (GPR)	Per 1/2 Day	\$1,300.00	0.5	\$650.00
Ground Penetrating Radar (GPR)	Per Day	\$2,500.00	0	\$0.00
SUBTOTAL				\$72,707.70

UTILITY LOCATING SERVICES - QLA					
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total	
Test Holes (Qty: 1-10)					
In Grass (Off pvmt)	<= 8' deep	Per Hole	\$795.00	0	\$0.00
	> 8' deep	Per Hole	\$1,035.00	0	\$0.00
In Pavement/Shoulder	<= 8' deep	Per Hole	\$970.00	0	\$0.00
	> 8' deep	Per Hole	\$1,465.00	0	\$0.00
Test Holes (Qty: 11-25)					
In Grass (Off pvmt)	<= 8' deep	Per Hole	\$710.00	10	\$7,100.00
	> 8' deep	Per Hole	\$900.00	2	\$1,800.00
In Pavement/Shoulder	<= 8' deep	Per Hole	\$860.00	5	\$4,300.00
	> 8' deep	Per Hole	\$1,220.00	0	\$0.00
Test Holes (Qty: 26-50)					
In Grass (Off pvmt)	<= 8' deep	Per Hole	\$635.00	0	\$0.00
	> 8' deep	Per Hole	\$780.00	0	\$0.00
In Pavement/Shoulder	<= 8' deep	Per Hole	\$765.00	0	\$0.00
	> 8' deep	Per Hole	\$1,020.00	0	\$0.00
Test Holes (Qty: >50)					
In Grass (Off pvmt)	<= 8' deep	Per Hole	\$565.00	0	\$0.00
	> 8' deep	Per Hole	\$680.00	0	\$0.00
In Pavement/Shoulder	<= 8' deep	Per Hole	\$680.00	0	\$0.00
	> 8' deep	Per Hole	\$850.00	0	\$0.00
SUBTOTAL				\$13,200.00	

**ATTACHMENT "A" ESTIMATE BREAKDOWN
SUBSURFACE UTILITY ENGINEERING**



Project Description: Hillegas Road - State Blvd. to Coliseum Blvd.

MOBILIZATION/DEMOBILIZATION/MAINTENANCE OF TRAFFIC				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Vacuum Excavation Truck				
< 60 miles from office	Per Trip	NA	0	\$0.00
60 to 120 miles from office	Per Trip	\$785.00	1	\$785.00
>= 119 miles from office	Per Trip	\$1,045.00	0	\$0.00
Designating / GPR Truck				
< 60 miles from office	Per Trip	NA	0	\$0.00
60 to 120 miles from office	Per Trip	\$700.00	3	\$2,100.00
>= 119 miles from office	Per Trip	\$940.00	0	\$0.00
Maintenance of Traffic (By T2)	Per Day	\$265.00	3	\$795.00
Maintenance of Traffic (By Others)	Per Day	\$750.00	1	\$750.00
SUBTOTAL				\$4,430.00

DIRECT COST (AT COST)				
Agreement Item	Unit	Authorized Rate	Estimated Quantity	Total
Project Manager Mileage	Per Mile	\$0.545	220	\$119.90
Per Diem	Per Day/Person	\$45.00	40	\$1,800.00
Hotel including Tax	Per Day	\$90.00	36	\$3,240.00
#53/#73 Stone Backfill	Per Hole	\$35.00	5	\$175.00
Permits	At Cost	\$0.00	0	\$0.00
SUBTOTAL				\$5,334.90

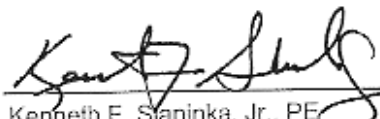
**ATTACHMENT "A" ESTIMATE BREAKDOWN
SUBSURFACE UTILITY ENGINEERING**



Project Description: Hillegas Road - State Blvd. to Coliseum Blvd.

BILLING RATES (Utilizing 8.8% profit + overhead)				
Agreement Item	Unit	2021 Billing Rate	Estimated Quantity	Total
Principal/QA/QC	Per Hour	\$220.79	1	\$220.79
Director	Per Hour	\$220.79	12	\$2,649.48
Senior Project Manager	Per Hour	\$153.55	20	\$3,071.00
Geophysicist / Project Manager	Per Hour	\$155.00	0	\$0.00
SUE Manager	Per Hour	\$129.44	20	\$2,588.80
SUE Supervisor	Per Hour	\$100.95	4	\$403.80
SUE Technician III	Per Hour	\$79.98	0	\$0.00
SUE Technician I / II	Per Hour	\$65.34	16	\$1,045.44
Technical Support	Per Hour	\$93.49	5	\$467.45
CADD Manager	Per Hour	\$144.24	20	\$2,884.80
CADD/Engineering Technician	Per Hour	\$70.00	6	\$420.00
SUBTOTAL				\$13,751.56
SUBTOTAL SUE SERVICES				\$109,424.16
TOTAL COST (ROUNDED)				\$109,400.00

QLB = \$86,200.00
QLA = \$23,200.00


Kenneth F. Staninka, Jr., PE
Branch Manager, Technical Principal

March 2, 2021
Date

Geotechnical Investigation - Phase 1
Hillegas Road Added Travel Lanes
INDOT Designation Number DES 1901705
City of Fort Wayne, Allen County, Indiana

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>				
1.	Mobilization and field coordination			
	a. SPT Rig	each	\$284.00	
	b. CPT	each	\$475.00	
	c. Mileage	mi	\$3.70	
2.	Truck mounted borings with split spoon sampling			
	a. Standard	ft	\$20.00	
	b. Night time	ft	\$23.60	
3.	Truck mounted borings with drilling fluid			
	a. Standard	ft	\$22.00	
	b. Night time	ft	\$26.00	
4.	Truck mounted rock core drilling			
	a. Standard	ft	\$41.00	
	b. Night time	ft	\$48.40	
5.	Truck mounted borings			
	a. Truck mounted borings through bedrock or boulders or concrete pavement			
	i. Standard	ft	\$41.00	
	ii. Night time	ft	\$48.40	
	b. Bridge deck coring and restoration			
	i. Standard	each	\$368.00	
	ii. Night time	each	\$434.00	
6.	Cone penetrometer testing			
	a. Set up			
	i. Standard	each	\$84.00	
	ii. Night time	each	\$99.00	
	b. Subsurface profiling			
	i. Standard	ft	\$13.00	
	ii. Night time	ft	\$15.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric saturation			
	a. Standard	each	\$98.00	
	b. Night time	each	\$115.00	
	ii. Penetration			
	a. Standard	ft	\$15.25	
	b. Night time	ft	\$18.00	
	iii. Pore water dissipation test			
	a. Standard	hour	\$200.00	
	b. Night time	hour	\$235.00	
	iv. Hydraulic conductivity and consolidation			
	a. Standard	each	\$79.00	
	b. Night time	each	\$93.00	
	d. Profiling with shearwave velocity measurement			
	i. Standard	ft	\$17.00	
	ii. Night time	ft	\$20.00	
	e. Sample			
	i. Standard	each	\$26.00	
	ii. Night time	each	\$30.00	
7.	Hand or truck soundings			
	a. Standard	ft	\$13.25	

	b. Night time	ft	\$15.50
8.	Hand auger drilling		
	a. Standard	ft	\$13.75
	b. Night time	ft	\$16.25
9.	Skid mounted borings with split spoon sampling		
	a. Standard	ft	\$32.00
	b. Night time	ft	\$37.75
10.	Skid mounted borings using drilling fluid		
	a. Standard	ft	\$33.50
	b. Night time	ft	\$39.50
11.	Skid mounted rock core drilling		
	a. Standard	ft	\$46.00
	b. Night time	ft	\$54.00
12.	Skid mounted boring through bedrock or boulders		
	a. Standard	ft	\$48.00
	b. Night time	ft	\$56.00
13.	Skid mounted soundings		
	a. Standard	ft	\$19.00
	b. Night time	ft	\$22.00
14.	Skid mounted cone penetrometer testing (CPT)		
	a. Set up		
	i. Standard	each	\$121.00
	ii. Night time	each	\$143.00
	b. Subsurface profiling		
	i. Standard	ft	\$18.75
	ii. Night time	ft	\$22.00
	c. Profiling with pore pressure measurement		
	i. Piezometric saturation		
	a. Standard	each	\$116.00
	b. Night time	each	\$137.00
	ii. Penetration		
	a. Standard	ft	\$22.00
	b. Night time	ft	\$26.00
	iii. Pore water dissipation test		
	a. Standard	hour	\$231.00
	b. Night time	hour	\$273.00
	iv. Hydraulic conductivity and consolidation		
	a. Standard	each	\$89.00
	b. Night time	each	\$105.00
	d. Profiling with shearwave velocity measurement		
	i. Standard	ft	\$26.25
	ii. Night time	ft	\$31.00
	e. Sample		
	i. Standard	each	\$34.00
	ii. Night time	each	\$40.00
15.	Furnishing of a boat		Actual Cost
16.	Barge set-up expenses		
	a. Navigable water		
	i. Barge set-up	each	\$6,300.00
	ii. Rental of support equipment and/or boat	each	Actual Cost
	iii. Drill rig down time	hour	\$157.00
	b. Non-navigable water barge set-up	each	\$5,250.00
17.	Additional disassembly and reassembly		
	a. Navigable water	each	\$2,200.00
	b. Non-navigable water	each	\$2,000.00
18.	Barge mounted borings with split spoon sampling	ft	\$35.00

19.	Barge mounted rock core drilling	ft	\$48.00	
20.	Barge mounted boring through bedrock or boulders	ft	\$48.00	
21.	Barge mounted soundings	ft	\$21.00	
22.	Casing through water	ft	\$9.00	
23.	Uncased sounding through water	ft	\$6.00	
24.	Set up for borings and machine soundings			
	a. Borings and machine soundings less than 20 ft deep	each	\$74.00	
	b. Rock core borings	each	\$126.00	
25.	Additional 2-in. split spoon sampling	each	\$22.00	
26.	3-in. split spoon samples	each	\$24.00	
27.	3-in. Shelby tube samples	each	\$66.00	
28.	Bag Samples			
	a. 25-lb sample	each	\$54.00	
	b. 5 lb sample	each	\$35.00	
29.	Field vane shear test			
	a. Standard	each	\$121.00	
	b. Night time	each	\$143.00	
30.	4 1/2 in. cased hole	ft	\$13.25	
31.	Installation of geotechnical instruments			
	a. Inclinator casing installation			
	i. Standard	ft	\$16.00	
	ii. Night time	ft	\$19.00	
	b. Piezometer installation up to 25 ft below surface	each	\$284.00	
	c. Piezometer installation deeper than 25 ft below surface	each	\$315.00	
	d. Metal protective outer cover for inclinometer and piezometer casings	each	\$132.00	
32.	Railroad expenses			Actual Cost
33.	Twenty-four hour water levels			
	a. Field measurements per borehole			
	i. Standard	each	\$40.00	
	ii. Night time	each	\$48.00	
	b. PVC slotted pipe	ft	\$6.50	
34.	Borehole backfilling			
	a. 0 to 15 ft			
	i. SPT			
	a. Standard	each	\$150.00	
	b. Night time	each	\$175.00	
	ii. CPT			
	a. Standard	each	\$49.00	
	b. Night time	each	\$57.00	
	b. More than 15 ft			
	i. SPT			
	a. Standard	ft	\$7.00	
	b. Night time	ft	\$8.25	
	ii. CPT			
	a. Standard	ft	\$2.00	
	b. Night time	ft	\$2.40	
	c. Pavement restoration			
	i. Standard	\$ each	\$65.00	\$520.00
	ii. Night time	each	\$75.00	
35.	Equipment rental			Actual Cost
36.	Traffic control			
	a. Flag crew	day	\$800.00	
	b. Equipment rental and professional traffic services		Actual Cost	\$2,000.00
	c. Flag crew with equipment	day	\$950.00	
37.	Centerline surveying			Actual Cost

38.	Percolation Test			
	a. Granular Soils (A-1, A-2, A-3)	each	\$2,000.00	
	b. Cohesive Soils (A-4, A-5, A-6, A-7)	each	\$3,000.00	
		Subtotal (Geotechnical Field)		\$2,520.00

GEOTECHNICAL LABORATOR¹

39.	Sieve analysis for soils	each	\$52.00	
40.	Hydrometer analysis	each	\$61.00	
41.	Sieve analysis for aggregates			
	a. Analysis by washing (AASHTO T-11)	each	\$81.00	
	b. Analysis by using (AASHTO T-27)	each	\$142.00	
42.	Liquid limit	each	\$41.00	
43.	Plastic limit & plasticity index	each	\$30.00	
44.	Liquid limit ratio	each	\$79.00	
45.	pH test	each	\$16.50	
46.	Loss on Ignition Test			
	a. Loss on Ignition Test (Conventional)	each	\$26.00	
	b. Loss on Ignition Test (Sequential)	each	\$55.00	
	c. Organic content based on calorimeter	each	\$26.00	
47.	Topsoil tests			
	a. Phosphorus test	each	\$23.00	
	b. Potassium test	each	\$23.00	
48.	Moisture content test			
	a. Moisture content test (conventional)	each	\$7.25	
	b. Moisture content test (microwave)	each	\$9.00	
49.	Expansion index of soils	each	\$247.00	
50.	Specific gravity test	each	\$38.00	
51.	Unit weight determination	each	\$19.00	
52.	Hydraulic conductivity test			
	a. Constant head	each	\$247.00	
	b. Falling head	each	\$300.00	
53.	Unconfined compression test on soils & rocks			
	a. Unconfined compression test (soils)	each	\$50.00	
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	each	\$125.00	
	c. Point load strength index of rock	each	\$55.00	
54.	Compressive strength and elastic moduli of intact rock			
	a. Compressive strength of intact rock	each	\$120.00	
	b. Elastic moduli of intact rock	each	\$452.00	
55.	Consolidation test	each	\$500.00	
56.	Triaxial Test			
	a. Unconsolidated - Undrained (UU)	each	\$375.00	
	b. Consolidated - Undrained (CU)	each	\$550.00	
	c. Consolidated - Drained (CD)	each	\$775.00	
	d. Pore pressure measurement with a. or b. and use of back pressure for saturation	each	\$260.00	
57.	Direct shear test	each	\$575.00	
58.	Moisture - density relationship test			
	a. Standard Proctor	each	\$150.00	
	b. Modified Proctor	each	\$165.00	
59.	Soil Support Testing			
	a. Subgrade Resilient Modulus on remoulded soils	each	\$660.00	
	b. Resilient modulus on Shelby tube	each	\$420.00	
60.	Collapse potential evaluation test			
	a. Cohesive or expansive soils	each	\$500.00	
61.	Water soluble sulfate test	each	\$110.00	

62.	Water soluble chloride test	each	\$110.00	
63.	Soil resistivity test	each	\$150.00	
64.	Rock durability tests			
	a. Slake durability index test	each	\$140.00	
	b. Jar slake test	each	\$15.00	
			Subtotal (Geotechnical Laboratory)	

CONSTRUCTION INSPECTION AND MONITORING

74.	Pressure meter testing services	day	\$1,800.00	
75.	Mobilization of testing equipment	LS	\$200.00	
77.	Integrity testing		Actual Cost	
79.	Dynamic pile analysis	each	\$1,100.00	
81.	Dynamic pile load test		Actual Cost	
82.	CAPWAP-C analysis	each	\$600.00	
			Subtotal (Construction Inspection and Monitoring)	

PAVEMENT INVESTIGATION

88.	Mobilization of coring equipment	1 LS	\$225.00	\$225.00
89.	Mobilization mileage for coring equipment	240 mi	\$2.00	\$480.00
90.	Pavement core (partial depth)	each	\$140.00	
91.	Pavement core (full depth)			
	a. Standard	8 each	\$215.00	\$1,720.00
	b. Night time	each	\$255.00	
92.	Subbase sample	8 each	\$66.00	\$528.00
93.	Cement concrete pavement core density determination	each	\$36.00	
94.	Cement concrete core compressive strength test	each	\$35.00	
95.	Bituminous extraction test	each	\$90.00	
96.	Sieve analysis of extracted aggregate test	each	\$81.00	
97.	Recovery of asphalt from solution by Abson method	each	\$378.00	
98.	Theoretical maximum specific gravity test	each	\$80.00	
99.	Bulk specific gravity test	each	\$35.00	
100.	Air voids calculation	each	\$31.00	
101.	Core report	8 each	\$65.00	\$520.00
			Subtotal (Pavement Investigation)	\$3,473.00

¹ For items 1d, 1e, 36d, 65 through 73, 76, 78, 80, 83 through 87 and 102 please refer to separate hourly rate schedule.

Summary of Fees

Geotechnical Field	\$2,520.00
Geotechnical Laboratory	
Construction Inspection and Monitoring	
Pavement Investigation	\$3,473.00
Engineering and Coordination (See Separate Fee Schedule)	\$2,818.98
Estimated Total	\$8,811.98

Geotechnical Investigation - Phase 2
Hillegas Road Added Travel Lanes
INDOT Designation Number DES 1901705
City of Fort Wayne, Allen County, Indiana

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>				
1.	Mobilization and field coordination			
	a. SPT Rig	1 each	\$284.00	\$284.00
	b. CPT	each	\$475.00	
	c. Mileage	240 mi	\$3.70	\$888.00
2.	Truck mounted borings with split spoon sampling			
	a. Standard	488 ft	\$20.00	\$9,860.00
	b. Night time	ft	\$23.60	
3.	Truck mounted borings with drilling fluid			
	a. Standard	ft	\$22.00	
	b. Night time	ft	\$26.00	
4.	Truck mounted rock core drilling			
	a. Standard	ft	\$41.00	
	b. Night time	ft	\$48.40	
5.	Truck mounted borings			
	a. Truck mounted borings through bedrock or boulders or concrete pavement			
	i. Standard	ft	\$41.00	
	ii. Night time	ft	\$48.40	
	b. Bridge deck coring and restoration			
	i. Standard	each	\$368.00	
	ii. Night time	each	\$434.00	
6.	Cone penetrometer testing			
	a. Set up			
	i. Standard	each	\$84.00	
	ii. Night time	each	\$99.00	
	b. Subsurface profiling			
	i. Standard	ft	\$13.00	
	ii. Night time	ft	\$15.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric saturation			
	a. Standard	each	\$98.00	
	b. Night time	each	\$115.00	
	ii. Penetration			
	a. Standard	ft	\$15.25	
	b. Night time	ft	\$18.00	
	iii. Pore water dissipation test			
	a. Standard	hour	\$200.00	
	b. Night time	hour	\$235.00	
	iv. Hydraulic conductivity and consolidation			
	a. Standard	each	\$79.00	
	b. Night time	each	\$93.00	
	d. Profiling with shearwave velocity measurement			
	i. Standard	ft	\$17.00	
	ii. Night time	ft	\$20.00	
	e. Sample			
	i. Standard	each	\$26.00	
	ii. Night time	each	\$30.00	
7.	Hand or truck soundings			
	a. Standard	ft	\$13.25	

	b. Night time	ft	\$15.50
8.	Hand auger drilling		
	a. Standard	ft	\$13.75
	b. Night time	ft	\$16.25
9.	Skid mounted borings with split spoon sampling		
	a. Standard	ft	\$32.00
	b. Night time	ft	\$37.75
10.	Skid mounted borings using drilling fluid		
	a. Standard	ft	\$33.50
	b. Night time	ft	\$39.50
11.	Skid mounted rock core drilling		
	a. Standard	ft	\$46.00
	b. Night time	ft	\$54.00
12.	Skid mounted boring through bedrock or boulders		
	a. Standard	ft	\$48.00
	b. Night time	ft	\$56.00
13.	Skid mounted soundings		
	a. Standard	ft	\$19.00
	b. Night time	ft	\$22.00
14.	Skid mounted cone penetrometer testing (CPT)		
	a. Set up		
	i. Standard	each	\$121.00
	ii. Night time	each	\$143.00
	b. Subsurface profiling		
	i. Standard	ft	\$18.75
	ii. Night time	ft	\$22.00
	c. Profiling with pore pressure measurement		
	i. Piezometric saturation		
	a. Standard	each	\$116.00
	b. Night time	each	\$137.00
	ii. Penetration		
	a. Standard	ft	\$22.00
	b. Night time	ft	\$26.00
	iii. Pore water dissipation test		
	a. Standard	hour	\$231.00
	b. Night time	hour	\$273.00
	iv. Hydraulic conductivity and consolidation		
	a. Standard	each	\$89.00
	b. Night time	each	\$105.00
	d. Profiling with shearwave velocity measurement		
	i. Standard	ft	\$26.25
	ii. Night time	ft	\$31.00
	e. Sample		
	i. Standard	each	\$34.00
	ii. Night time	each	\$40.00
15.	Furnishing of a boat		Actual Cost
16.	Barge set-up expenses		
	a. Navigable water		
	i. Barge set-up	each	\$6,300.00
	ii. Rental of support equipment and/or boat	each	Actual Cost
	iii. Drill rig down time	hour	\$157.00
	b. Non-navigable water barge set-up	each	\$5,250.00
17.	Additional disassembly and reassembly		
	a. Navigable water	each	\$2,200.00
	b. Non-navigable water	each	\$2,000.00
18.	Barge mounted borings with split spoon sampling	ft	\$35.00

19.	Barge mounted rock core drilling	ft	\$48.00	
20.	Barge mounted boring through bedrock or boulders	ft	\$48.00	
21.	Barge mounted soundings	ft	\$21.00	
22.	Casing through water	ft	\$9.00	
23.	Uncased sounding through water	ft	\$6.00	
24.	Set up for borings and machine soundings			
	a. Borings and machine soundings less than 20 ft deep	41 each	\$74.00	\$3,034.00
	b. Rock core borings	each	\$126.00	
25.	Additional 2-in. split spoon sampling	each	\$22.00	
26.	3-in. split spoon samples	each	\$24.00	
27.	3-in. Shelby tube samples	12 each	\$66.00	\$792.00
28.	Bag Samples			
	a. 25-lb sample	4 each	\$54.00	\$216.00
	b. 5-lb sample	4 each	\$35.00	\$140.00
29.	Field vane shear test			
	a. Standard	each	\$121.00	
	b. Night time	each	\$143.00	
30.	4 1/2-in. cased hole	ft	\$13.25	
31.	Installation of geotechnical instruments			
	a. Inclinometer casing installation			
	i. Standard	ft	\$16.00	
	ii. Night time	ft	\$19.00	
	b. Piezometer installation up to 25 ft below surface	each	\$284.00	
	c. Piezometer installation deeper than 25 ft below surface	each	\$315.00	
	d. Metal protective outer cover for inclinometer and piezometer casings	each	\$132.00	
32.	Railroad expenses			Actual Cost
33.	Twenty-four hour water levels			
	a. Field measurements per borehole			
	i. Standard	4 each	\$40.00	\$180.00
	ii. Night time	each	\$48.00	
	b. PVC slotted pipe	60 ft	\$6.50	\$390.00
34.	Borehole backfilling			
	a. 0 to 15 ft			
	i. SPT			
	a. Standard	29 each	\$150.00	\$4,350.00
	b. Night time	each	\$175.00	
	ii. CPT			
	a. Standard	each	\$49.00	
	b. Night time	each	\$57.00	
	b. More than 15 ft			
	i. SPT			
	a. Standard	240 ft	\$7.00	\$1,680.00
	b. Night time	ft	\$8.25	
	ii. CPT			
	a. Standard	ft	\$2.00	
	b. Night time	ft	\$2.40	
	c. Pavement restoration			
	i. Standard	21 each	\$65.00	\$1,365.00
	ii. Night time	each	\$75.00	
35.	Equipment rental			Actual Cost
36.	Traffic control			
	a. Flag crew	day	\$800.00	
	b. Equipment rental and professional traffic services		Actual Cost	\$13,500.00
	c. Flag crew with equipment	day	\$950.00	
37.	Centerline surveying			Actual Cost

38.	Percolation Test			
	a. Granular Soils (A-1, A-2, A-3)	each	\$2,000.00	
	b. Cohesive Soils (A-4, A-5, A-6, A-7)	each	\$3,000.00	
		Subtotal (Geotechnical Field)		\$36,759.00

GEOTECHNICAL LABORATOR'

39.	Sieve analysis for soils	30 each	\$52.00	\$1,560.00
40.	Hydrometer analysis	30 each	\$61.00	\$1,830.00
41.	Sieve analysis for aggregates			
	a. Analysis by washing (AASHTO T-11)	each	\$81.00	
	b. Analysis by using (AASHTO T 27)	each	\$142.00	
42.	Liquid limit	26 each	\$41.00	\$1,066.00
43.	Plastic limit & plasticity index	26 each	\$30.00	\$780.00
44.	Liquid limit ratio	each	\$79.00	
45.	pH test	28 each	\$16.50	\$462.00
46.	Loss on Ignition Test			
	a. Loss on Ignition Test (Conventional)	8 each	\$26.00	\$208.00
	b. Loss on Ignition Test (Sequential)	each	\$55.00	
	c. Organic content based on calorimeter	each	\$26.00	
47.	Topsoil tests			
	a. Phosphorus test	4 each	\$23.00	\$92.00
	b. Potassium test	4 each	\$23.00	\$92.00
48.	Moisture content test			
	a. Moisture content test (conventional)	206 each	\$7.25	\$1,493.50
	b. Moisture content test (microwave)	each	\$9.00	
49.	Expansion index of soils	each	\$247.00	
50.	Specific gravity test	each	\$38.00	
51.	Unit weight determination	29 each	\$19.00	\$551.00
52.	Hydraulic conductivity test			
	a. Constant head	each	\$247.00	
	b. Falling head	each	\$300.00	
53.	Unconfined compression test on soils & rocks			
	a. Unconfined compression test (soils)	2 each	\$50.00	\$100.00
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	each	\$125.00	
	c. Point load strength index of rock	each	\$55.00	
54.	Compressive strength and elastic moduli of intact rock			
	a. Compressive strength of intact rock	each	\$120.00	
	b. Elastic moduli of intact rock	each	\$452.00	
55.	Consolidation test	each	\$500.00	
56.	Triaxial Test			
	a. Unconsolidated - Undrained (UU)	each	\$375.00	
	b. Consolidated - Undrained (CU)	each	\$550.00	
	c. Consolidated - Drained (CD)	each	\$775.00	
	d. Pore pressure measurement with a. or b. and use of back pressure for saturation	each	\$260.00	
57.	Direct shear test	each	\$575.00	
58.	Moisture-density relationship test			
	a. Standard Proctor	4 each	\$150.00	\$600.00
	b. Modified Proctor	each	\$165.00	
59.	Soil Support Testing			
	a. Subgrade Resilient Modulus on remoulded soils	2 each	\$660.00	\$1,320.00
	b. Resilient modulus on Shelby tube	2 each	\$420.00	\$840.00
60.	Collapse potential evaluation test			
	a. Cohesive or expansive soils	each	\$500.00	
61.	Water soluble sulfate test	8 each	\$110.00	\$880.00

62.	Water soluble chloride test	each	\$110.00	
63.	Soil resistivity test	each	\$150.00	
64.	Rock durability tests			
	a. Slake durability index test	each	\$140.00	
	b. Jar slake test	each	\$15.00	
		Subtotal (Geotechnical Laboratory)		\$11,874.50

CONSTRUCTION INSPECTION AND MONITORING

74.	Pressure meter testing services	day	\$1,800.00	
75.	Mobilization of testing equipment	LS	\$200.00	
77.	Integrity testing		Actual Cost	
79.	Dynamic pile analysis	each	\$1,100.00	
81.	Dynamic pile load test		Actual Cost	
82.	CAPWAP-C analysis	each	\$600.00	
		Subtotal (Construction Inspection and Monitoring)		

PAVEMENT INVESTIGATION

88.	Mobilization of coring equipment	LS	\$225.00	
89.	Mobilization mileage for coring equipment	mi	\$2.00	
90.	Pavement core (partial depth)	each	\$140.00	
91.	Pavement core (full depth)			
	a. Standard	each	\$215.00	
	b. Night time	each	\$255.00	
92.	Subbase sample	each	\$66.00	
93.	Cement concrete pavement core density determination	each	\$36.00	
94.	Cement concrete core compressive strength test	each	\$35.00	
95.	Bituminous extraction test	each	\$90.00	
96.	Sieve analysis of extracted aggregate test	each	\$61.00	
97.	Recovery of asphalt from solution by Abson method	each	\$378.00	
98.	Theoretical maximum specific gravity test	each	\$80.00	
99.	Bulk specific gravity test	each	\$35.00	
100.	Air voids calculation	each	\$31.00	
101.	Core report	each	\$65.00	
		Subtotal (Pavement Investigation)		

¹ For Items 1d, 1e, 36d, 65 through 73, 76, 78, 80, 83 through 87 and 102 please refer to separate hourly rate schedule.

Summary of Fees

Geotechnical Field	\$36,759.00
Geotechnical Laboratory	\$11,874.50
Construction Inspection and Monitoring	
Pavement Investigation	
Engineering and Coordination (See Separate Fee Schedule)	\$9,473.92
Estimated Total	\$58,107.42

Weintraut & Associates, Inc.
PROJECT COST PROPOSAL: GAI

Tuesday, January 19, 2021

Minor Projects Programmatic Agreement
 Hilligas Road from State to Co. 100m, Fort Wayne, Indiana
 Less than 5 acres of Phase I archaeology reconnaissance; no archaeology sites & no human remains

WORK HOURS BY CLASSIFICATION

ITEM	Principal	Archaeologist PI/Historian	Senior Archaeology PI	Senior Staff Archaeologist	Staff Archaeologist	Historian Senior	Historian	Report Design	Planner/CIS Administrator	Archaeology Tech	Total Hours
Project Setup & Mobilization	8	0	0	0	0	0	0	0	0	0	10
MPPA - Section 1	1	0	0	0	0	0	8	0	0	0	9
MPPA - Section 2	2	0	0	0	0	12	0	0	0	0	16
Aboveground Study											
Field survey (including photo labelling & field notes)	1	0	0	0	0	14	23	0	2	0	37
Archaeology Study											
Records Check	0	8	0	0	0	0	0	0	4	1	13
Reconnaissance - less than 5 acres	0	23	0	20	0	0	0	0	4	0	44
Short Report preparation	4	54	0	2	0	0	0	2	8	0	70

TOTAL HOURS	16	82	0	22	0	18	43	2	18	1	199
HOURLY RATES	\$148.50	\$70.71	\$82.50	\$54.21	\$47.14	\$82.50	\$66.00	\$58.83	\$68.36	\$42.62	
COSTS PER CLASSIFICATION	\$2,376.00	\$5,798.22	\$0.00	\$1,192.62	\$0.00	\$1,485.00	\$1,640.00	\$117.86	\$1,230.48	\$42.62	\$14,882.60

Trips	number	rate	total	SUMMARY:
Curation (360 per box)**	0	\$350.00	\$	DIRECT HOURLY RATES
Mileage (250 miles per trip @ 3 trips)	3	\$0.33	\$ 304.20	\$14,882.60
Public Notice	2	\$125.00	\$ 250.00	\$1,333.20
Per Diem	2	\$76.00	\$ 104.00	TOTAL
Lodging (night per person @ 89.50 plus tax)	2	\$100.00	\$ 400.00	\$16,215.80
Radiocarbon Dating (3 samples)	0	\$	\$	
Sub-consultant specialties - 0	0	\$	\$	
Archaeology sites	0	\$0.00	\$	
Misc. - mailings, photocopies,	0	\$	\$ 275.00	
			\$ 1,333.20	

Scope for no archaeology sites; each small site adds \$3,000 to project cost.

Hourly Rate Schedule
Hanson Professional Services Inc.

<u>Classification</u>	<u>Base Hourly Rate</u>
Administrative I	\$62.37
Administrative II	\$49.64
Administrative III	\$58.91
Administrative IV	\$75.15
Administrative V	\$92.25
Administrative VI	\$123.26
Administrative VII	\$163.52
Engineer/Architect/Scientist I	\$84.59
Engineer/Architect/Scientist II	\$90.29
Engineer/Architect/Scientist III	\$97.15
Engineer/Architect/Scientist IV	\$114.79
Engineer/Architect/Scientist V	\$139.25
Engineer/Architect/Scientist VI	\$161.11
Engineer/Architect/Scientist VII	\$187.67
Engineer/Architect/Scientist VIII	\$193.71
Manager/Designer	\$133.30
Principal	\$201.87
Technician II	\$59.68
Technician III	\$68.44
Technician IV	\$84.51
Technician V	\$95.25
Technician VI	\$107.64
Technician VII	\$118.95

The base period hourly billing rate schedule shown above shall be in effect until June 30 of the calendar year following that of the date of this contract. Applicable rates following the base period shall be adjusted annually effective July 1st of each subsequent calendar year. The adjustment will be the 12 month percent change, as of December 31, 20XX, as

CITY OF FORT WAYNE, INDIANA

GAI Consultants, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

(iii) Not Applicable (If N/A, go to Section 2)

Name: _____

Name: _____

Address: _____

Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership: N/A

sole proprietorship stock

partnership interest units (LLC)

other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest: N/A

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No _____

N/A

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

Including contractual employment for services in the previous 3 years:

Yes _____ No _____

N/A

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No _____

N/A

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

See attachment

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X No _____

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

See attachment

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.). N/A

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

elements as the offense of bid-rigging or bid-rotating

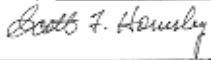
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

<u>GAI Consultants, Inc.</u>	<u>9921 Dupont Circle Drive West, Ste 100, Ft Wayne, IN 46825</u>
(Name of Vendor)	Address
	<u>(317) 436-4836</u>
	Telephone
	<u>s.hornsby@gaiconsultants.com</u>
	E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Scott F. Hornsby Title Asst Vice President

Signature  Date 5/21/21

Digitally signed by Scott F. Hornsby
DN: cn=Scott F. Hornsby,
email=S.hornsby@gaiconsultants.com
Date: 2021.05.21 12:39:02 -0400

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: #0507F

Title of Ordinance: Hillegas Road Widening from State Blvd. to Coliseum Blvd. Professional Services Agreement

Amount of Contract:

\$1,897,000.00 Not to Exceed (NTE) Professional Services Agreement with GAI Consultants, Inc.

Description of Project (Be Specific):

Professional Engineering Services for the design of additional travel lanes on Hillegas Road between W. State Blvd. and W. Coliseum Blvd, which will include sidewalk and a multi-use path. These services include survey, urban street design with curb and gutter, storm sewers, pedestrian facilities, street lighting and urban landscaping. It also includes utility coordination, geotechnical, right-of-way engineering & plan development, environmental documentation and permitting.

This is a federal project with the Indiana Department of Transportation that has cost sharing of 80/20 with the City of Fort Wayne. The project is planned to be constructed in two phases and let through INDOIT in 2025 and 2027.

What Are The Implications If Not Approved:

Hillegas Road Widening from State Blvd. to Coliseum Blvd. will continue to deteriorate in pavement condition and have traffic congestion within this corridor.

If Prior Approval Is Being Requested, Justify:

N/A

Additional Comments:

The request for proposals was advertised to all interested consultants through INDOIT's website and 3 proposals were received. The proposals were reviewed and scored using INDOIT guidelines for Federal Projects and GAI Consultants was selected as the most responsive firm. The contract, including the set rates for each service, has been reviewed and approved by both the Board of Public Works and INDOIT.

BILL NO. S-21-06-17

REPORT OF COMMITTEE ON PUBLIC WORKS

July 6, 2021

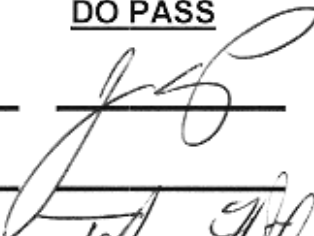
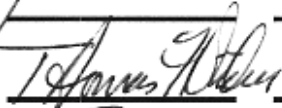
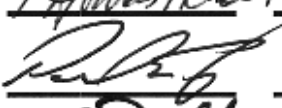
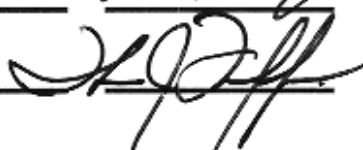
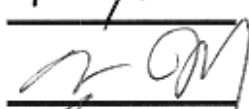

Russ Jehl Chair

Sharon Tucker Co-Chair

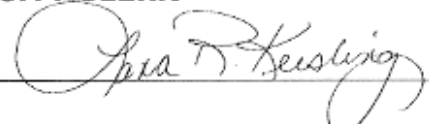
All Council Members

An Ordinance approving Consulting Contract – Professional Engineering Services for Hillegas Rd. widening from State Blvd. to Coliseum Blvd. - WO #0507F - between GAI Consultants, Inc. and the City of Fort Wayne, Indiana - *Involving a total cost of \$1,897,000.00*

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 Councilperson Tucker.

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

Read the third time in full and on motion by Councilperson Jehl, 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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: July 13, 2021



LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-21-06-17 on the 13th day of July, 2021

ATTEST:



LANA R. KEESLING
CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th of July 2021, at the hour of 10:30 o'clock A.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 14th day of JULY 2021, at the hour of 4:00 o'clock PM E.S.T.



THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA
RECEIVED
 JUL 15 2021
 LANA R. KEESLING
 CITY CLERK