

1 **BILL NO. S-22-12-03**

2 SPECIAL ORDINANCE NO. S-147-22

3 AN ORDINANCE approving PROFESSIONAL  
4 SERVICES AGREEMENT - DESIGN SERVICES –  
5 PARNELL AVE BRIDGE REHABILITATION AT ST  
6 JOE RIVER (BRIDGE #02-00538) (“PROJECT”) -  
7 WORK ORDER #0624X – NOT TO EXCEED  
8 \$176,400.00 between VS ENGINEERING, INC. and  
the City of Fort Wayne, Indiana, in connection with the  
Board of Public Works.

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

11 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT -  
12 DESIGN SERVICES - PARNELL AVE BRIDGE REHABILITATION AT ST JOE  
13 RIVER (BRIDGE #02-00538) (“PROJECT”) - WORK ORDER #0624X – NOT TO  
14 EXCEED \$176,400.00 between VS ENGINEERING, INC. and the City of Fort  
15 Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified,  
16 and affirmed and approved in all respects, respectfully for:

17  
18 All labor, insurance, material, equipment, tools, power, transportation,  
19 miscellaneous equipment, etc., necessary for: DESIGN OF  
20 REHABILITATION OF THE PARNELL AVE BRIDGE WHICH WAS  
21 BUILT IN 1927 AND WIDENED IN 1970. WORK TO INCLUDE  
22 BRIDGE DECK REPLACEMENT, SPANDREL ARCH,  
SUSTRUCTURE AND CANTILEVERS PATCHING, BRIDGE  
APPROACH AND SIDEWALK UPGRADES AND SCOUR  
PROTECTION;

23 involving a cost not to exceed ONE HUNDRED SEVENTY-SIX THOUSAND FOUR  
24 HUNDRED AND 00/00 DOLLARS - (\$176,400.00). A copy of said Contract is on  
25 file with the Office of the City Clerk and made available for public inspection,  
26 according to law.

27  
28  
29  
30



**PROFESSIONAL SERVICES AGREEMENT  
DESIGN SERVICES**

**Parnell Ave Bridge Rehabilitation at St Joe River (Bridge #02-00538) ("PROJECT")**  
Work Order #0624X

This Agreement is by and between

**CITY OF FORT WAYNE ("CITY")**

by and through its

Board of Public Works  
200 East Berry St, Suite 210  
Fort Wayne, IN 46802

and

**VS ENGINEERING, INC. ("ENGINEER")**

9910 Dupont Circle Drive East, Suite 210  
Fort Wayne, IN 46825  
(260) 489-6635

Who agree as follows:

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

**APPROVALS**

**APPROVED FOR CITY**

**BOARD OF PUBLIC WORKS**

BY: \_\_\_\_\_  
Shan Gunawardena, Chair

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

BY: \_\_\_\_\_  
Chris Guerrero, Member

ATTEST: \_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

DATE: \_\_\_\_\_

**APPROVED as to legality and form**

**APPROVED FOR ENGINEER**

**VS ENGINEERING, INC.**

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

ATTEST: Mark A. Herald  
Mark A. Herald, P.E., Regional Director

DATE: 12/2/22

**PART I**  
**SERVICES**

**A. GENERAL**

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

**B. PROJECT DESCRIPTION**

The bridge that carries traffic on Parnell Avenue over the St. Joseph River, is a two-span open spandrel arch bridge that was constructed in 1927. The concrete reinforced concrete arch bridge was widened to 4 lanes in 1970. Since then, the bridge deck surface and arches have deteriorated at a normal rate and are showing signs of spalling, cracking, spider cracking and delamination throughout the structure. As part of the bridge rehabilitation portion of the project, the bridge deck surface will be replaced to include a waterproofing membrane, and the concrete structure will be rehabilitated to address the spalling and cracking on the underside of the arches. In addition to the rehabilitation, a widened sidewalk will be investigated, and if practical, incorporated into the design. Additionally, the approach slabs, expansion joints will be replaced and additional scour protection at the piers will be added.

**C. SCOPE OF WORK**

The duty of the ENGINEER is to design approved improvements; develop construction drawings, specifications and special provisions. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The ENGINEER shall develop and provide the following services:

**Task 1 - Project Schedule and Review Meetings**

- 1.1 Prepare project design schedule.
- 1.2 Keep the minutes of the Review Meetings and distribute these minutes within 7 days of the Review Meeting.
- 1.3 Provide monthly progress reports to the City identifying the current budget, recently completed tasks and tasks anticipated to be completed the following month.

**Task 2 – Data Collection and Field Survey**

- 2.1 Research CITY documents for existing mapping, utility information, as-built drawings, information management system and other pertinent data. (City Provides)
- 2.2 Identify major utilities and their apparent location from Utility maps. (City Provides)
- 2.3 Check conflicts with any other proposed projects in the immediate area. (City Provides)

- 2.4 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2.5 Complete a field survey.
- 2.6 It is not anticipated that any tree survey shall be required to identify the size, health and impact of potential improvements to adjacent vegetation.
- 2.7 Obtain property lines and property owner information to ensure avoiding the need for right of way acquisition.

### **Task 3 – Historic Bridge Alternatives Analysis**

- 3.1 Prepare historic bridge alternatives analysis report. This report will include the necessary alternatives required to be investigated in accordance with Section 106. Preliminary cost comparisons, preliminary typical sections and a preliminary cost construction cost estimate will be prepared as part of the report.

### **Task 4 - Preliminary Design**

- 4.1 Prepare existing site drawings. (See Transportation Engineering Services, Drafting Standards)
- 4.2 Provide a utility location plan indicating apparent conflict areas.
- 4.3 Address apparent utility conflicts.
- 4.4 Compile additional data as needed.
- 4.5 Advise CITY of need for additional data relative to exploratory digs, pavement cores, soil borings and geotechnical evaluation issues all in accordance with good engineering practices. Provide a plan indicating recommended exploratory digs, pavement corings, soil borings and any areas of special interest prior to performing work. Fee for additional data work proposed shall be approved prior to commencing with the work.
- 4.6 Determine the final location of the proposed improvements, any permanent or temporary right-of-way or easement requirements.
- 4.7 Select construction materials and products to be used on this project.
- 4.8 Prepare Preliminary Design Drawings. Incorporate all design improvements.
- 4.9 Prepare outline of specifications or reference standard specifications to supplement CITY standards.
- 4.10 Prepare estimate of quantities and estimate of construction costs.
- 4.11 Attend Preliminary Design Review Meeting.
- 4.12 Identify and coordinate the preliminary proposed maintenance of traffic scheme for both vehicles and pedestrians.

### **Task 5 - Final Design**

- 5.1 Prepare draft specifications for the improvements, including special provisions and necessary details to supplement CITY standards.
- 5.2 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 5.3 Attend up to two public meetings as needed to review and discuss the project. (Option – separate fee if done)
- 5.4 Update summary of project quantities.
- 5.5 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped mylars, itemized bid, special provisions and itemized engineers estimate and one (1) electronic version of the project drawings and documents (WORD Version 9.0).
- 5.6 Prepare and submit final maintenance of traffic plans for approval by the City.

### **Task 6 – Environmental Permitting**

- 6.1 Perform a wetland delineation to assess the presence of wetlands as part of the 401 IDEM & 404 Corp permits.
- 6.2 Prepare and send early coordination letters and prepare a red flag survey.
- 6.3 Prepare and submit applications for 401 IDEM & 404 Corp permits. It is assumed that a regional general permit will suffice for this work. If it is identified that an individual permit is required, a supplemental will be required as part of this scope.
- 6.4 Preparation of Section 106 documentation. An archaeology investigation is not anticipated to be necessary or is included in this scope. If an archaeology investigation is required, a supplemental to this scope will be required.
- 6.5 As the park is anticipated to be temporarily impacted by the construction activities of this project, Section 4(f) will qualify and will be coordinated. A temporary occupancy exemption will be applied for as part of this scope.
- 6.6 A hydraulic analysis will be provided to be used in the scour analysis of the bridge.
- 6.7 Prepare and submit the application for the IDNR Construction in a Floodway permit. It is assumed that a non-modeling permit will be required in order to place additional scour protection at the pier. VS assumes that the scour protection will not impact the cross-section of the river.
- 6.8 Prepare and submit the application for a Navigable Waters Permit. Signage will be identified on the plans to be placed on the river during construction to direct waterway traffic as necessary.

- 6.9 Coordinate with the Corp for Section 408. The scope of this work is not anticipated to impact the levy in any way. If the levy is impacted by this work, this permit will expand in scope significantly and a supplemental will be required to this scope.

#### **Task 7 – Utility Coordination**

- 7.1 All existing utilities will be coordinated with and any utilities that are located within the project limits will be shown on the plans. Utility work plans will be coordinated and prepared with any utility that is impacted by this work. The work plans will be submitted to the City. The bridge plans shall include utility contact information, locations and utility type on the plans.

#### **Task 8 – Public Engagement**

- 8.1 As the project develops, Engineer will provide in-person and virtual meetings to inform stakeholders of any changing conditions on the project.
- 8.2 Public meetings and hearings will be held as needed and also provide a virtual attendance option to increase the likelihood of participation.
- 8.3 Online meeting materials, project videos, online questionnaires, and other touchpoints will be provided to support traditional outreach methods.
- 8.4 Kitchen table meetings will be provided as needed to encourage discussion and open dialogue.
- 8.5 Coordinate Section 106 consulting party meetings, resource agency meetings and citizen advisory committee (CAC) meetings to enhance feedback for the project team.

#### **Task 9 - Bidding**

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

#### **Task 10 – Construction Phase Services**

- 10.1 Attend preconstruction meeting, review RFIs and shop drawings.

**D. SCHEDULE**

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by: March 1, 2023 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DATE</u>
Field Survey	5/1/2023
Historic Alternatives Analysis	5/1/2023
Design	
30% Design & Plans	7/1/2023
90% Design & Plans	2/1/2024
100% Design & Plans	4/1/2024
Environmental Permitting	
401 IDEM / 404 Corp Permit	11/1/2023
Navigable Waters Permit	12/1/2023
Section 408 Permit	12/1/2023
IDNR CIF Permit	4/1/2024
Bidding	5/1/2024

## PART II

### CITY'S RESPONSIBILITIES

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

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

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

Provide ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available in the City-County Building.

**B. REPRESENTATIVE**

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

**C. DECISIONS**

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

## PART III

### COMPENSATION

#### A. COMPENSATION

Compensation for services performed in accordance with Part I – SERVICES of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$176,400 as summarized in attached Attachment 1. Please note that there is a \$10,000 work allowance included in the engineering fee for this project.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule. All Reimbursable costs incurred for the project will be invoiced at actual cost plus 10% percent to cover administrative costs.

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

#### B. BILLING AND PAYMENT

##### 1. Timing/Format

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

##### 2. Billing Records

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

**PART IV  
STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

11. **INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and ENGINEER business, requirements. Certificates evidencing such coverage will be provided to CITY upon request. For projects involving construction, CITY agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER coverages referenced above shall, in such case, be excess over contractor's primary coverage.

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

13. **LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CITY. CITY agrees that, to the fullest extent permitted by law, ENGINEER's total liability to CITY for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by ENGINEER under this Agreement except for personal injury or property damage which shall be limited to the extent of ENGINEER insurance coverage (minimum \$250,000.00). If CITY desires a limit of liability greater than that provided above, CITY and ENGINEER shall include in this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

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

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

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

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

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

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

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

Attachment 1 – Scope of Services Fee Proposal for 0624X Parnell Ave Bridge Rehabilitation at St Joe River (Bridge #02-00538)

	Item Cost	Section Cost
<u>Topographic Survey</u>	Fee \$15,197.00	\$15,197.00
<u>Project Management</u>	Fee \$2,558.56	\$2,558.56
<u>Design Elements</u>		
Historic Bridge Alternatives Analysis	Fee: \$6,378.28	
Bridge rehabilitation design - bridge deck	Fee: \$13,454.88	
Bridge rehabilitation design - spandrel arches, substructure & cantilevers	Fee: \$17,514.00	
Bridge approaches and sidewalks & miscellaneous items	Fee: \$9,476.84	
Scour protection	Fee: \$4,731.36	
Striping and signage	Fee: \$5,627.04	
Sub Total		\$57,182.40
<u>Utility Coordination</u>		
Subsurface Utility Engineering Plan	Fee \$4,565.12	\$4,565.12
<u>Public Participation</u>		
Fee	\$20,840.00	\$20,840.00
<u>Right-of-Way Engineering <sup>(1)</sup></u>	Fee \$0.00	\$0.00
<u>Maintenance of Traffic</u>		
Fee	\$14,430.00	\$14,430.00
<u>Permitting &amp; Section 106 coordination</u>		
Fee	\$29,695.62	\$29,695.62
<u>Other Contract documents</u>		
Preparation of Specifications	Fee: \$3,821.88	
Preparation of Special provisions	Fee: \$2,413.36	
Preparation of quantity take-offs	Fee: \$3,547.44	
Preparation of line item construction cost estimate	Fee: \$2,778.56	
Sub Total		\$12,561.24
<u>Bidding</u>		
Attend virtual prebid meeting	Fee: \$723.50	
Provide Responses to questions from bidders to City	Fee: \$1,812.20	
Review bid tabulation and make recommendations to City	Fee: \$1,043.32	
Sub Total		\$3,579.02
<u>Construction</u>		
Attend pre-construction conference	Fee \$1,850.68	
Provide design clarifications to contractor as requested	Fee \$1,408.52	
Sub Total		\$3,259.20
<u>Reimbursible Expenses</u>		
Fee	\$2,500.00	\$2,500.00
<u>Work Allowance</u>		
		\$10,000.00
<b>Total Fee</b>		<b>\$176,400.00</b>

<sup>(1)</sup> Right-of-Way Engineering is not anticipated.

**Parnell Avenue Bridge Rehabilitation**  
Employee Hourly Rate Schedule

**VS Engineering**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Individual Names</u>
Project Manager II	\$201.84	Mark Herald, Chris Waidner, Jim Barker, Daniel Kurdziel
Project Manager I	\$159.91	Ryan Haines, Joe Dluzak, Brandon Durchholz
Engineer III	\$146.34	Jeffrey Haw, Steve Fleming, Matt DeRose, Joe Vangampller, Landon Geiger
Engineer II	\$117.45	Clay Corsbie, Andrew Matney
Engineer I	\$91.30	Jessica Wells, Justin Allred, Austin Taber, Alexis Mirra
Cad Tech II	\$86.65	Jason Thurman, Stan Jones
Utility Coordinator	\$100.26	Jeff LaChat, Ben Bruss

**APEX**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Individual Names</u>
Principal Engineer/Surveyor	\$143.00	Nana Opoku, Andrew Scheribel
Project Engineer/Surveyor	\$117.00	Dave Mendenhall, Chanchai Hocharoen
Senior Technician	\$97.50	Joshua Schaffer, Nathan Anthony, Esmaeel Andusa, Troy Arnett
Technician	\$91.00	Rob Hummer, Taylor Willoughby, Eric Lash, Nelva Ndong
Clerical	\$78.00	Toni Paulson, Nichole Lenwell

**American StructurePoint**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Individual Names</u>
Senior Environmental Specialist	\$280.00	Britana Hope, Josh Iddings
Environmental Specialist	\$170.00	Sarah Everhart, Brandon Miller, Leigh Stevenson, Meghan Hinkle
Staff Scientist	\$110.00	Kaitlynn Walker, Maryssa Engstrom, Hannah Walker, Cameron Schuler, Alexa Helms, Alyssa Damiano

**Cardno (Now part of Stantec)**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Individual Names</u>
Senior Project Scientist	\$120.00	Rachel M Kennedy
Assistant Staff Scientist	\$70.00	Christopher Harris
Technician	\$65.00	Sarah Garrett
CADD/Drafting GIS	\$115.00	Stephen LaFon





CITY OF FORT WAYNE, INDIANA

VS Engineering, 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%  ( X )
- (ii) Distributable income share exceeding 5%  (      )
- (iii) Not Applicable (If N/A, go to Section 2)  (      )

Name: Sanjay B. Patel Name: Bhagwan C. Patel

Address: 1501 Continental Drive, Zionsville, IN 46077 Address: 6107 Midway Ct, Indpls, IN 46224

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

sole proprietorship  stock  ( X )  
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:

Name: Sanjay B. Patel 65 %

Name: Bhagwan C. Patel 30 %

**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 X

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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 X

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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).

Thieme Drive Storm & Roadway Improvements - Fort Wayne Utilities; Harrison Street Storm Sewer and Bioswale - City of Fort Wayne;

CUE On-Call Permitting - Fort Wayne Utilities; 2021 Fort Wayne Utilities - On - Call Inspection - Fort Wayne Utilities

\_\_\_\_\_

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

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).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.).

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

VS Engineering, Inc.  
(Name of Vendor)

9910 Dupont Circle Dr E, Suite 210  
Fort Wayne, IN 46825  
Address  
(260)489.6635  
Telephone  
sbpatel@vsengineering.com  
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) Sanjay B. Patel, PE Title President/CEO

Signature *Sanjay B. Patel* Date 11/25/2022

**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: City Engineering

Resolution Number: #0624X

Title of Ordinance: Parnell Ave Bridge Rehabilitation Project

Amount of Contract:

\$176,400.00 Professional Services Agreement with VS Engineering Inc.

Description of Project (Be Specific): Design of rehabilitation of the Parnell Ave Bridge which was built in 1927 and widened in 1970. Work to include bridge deck replacement, spandrel arch, substructure and cantilevers patching, bridge approach and sidewalk upgrades and scour protection.

What Are The Implications If Not Approved: Continued deterioration, eventual load limits on bridge and more expensive repairs in the future.

If Prior Approval Is Being Requested, Justify:

Additional Comments:

**BILL NO. S-22-12-03**

**REPORT OF COMMITTEE ON PUBLIC WORKS  
December 20, 2022**

***Michelle Chambers Chair***

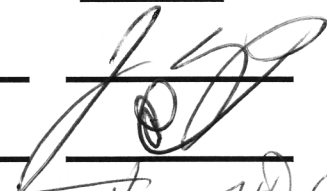



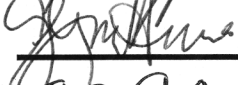
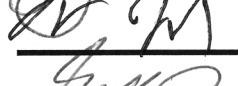


***Geoff Paddock Co-Chair***

***All Council Members***

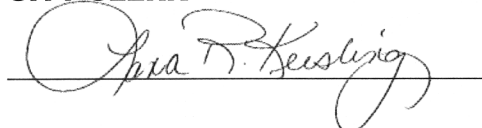
An Ordinance approving Professional Services Agreement - Design Services – Parnell Ave Bridge Rehabilitation at St Joe River (Bridge #02-00538) (“Project”) - Work Order #0624X –between VS Engineering, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

*Involving a total cost not to exceed \$176,400.00*

**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>
<u>ARP</u>			
<u>CHAMBERS</u>			
<u>DIDIER</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HINES</u>			
<u>JEHL</u>			
<u>PADDOCK</u>			
<u>TUCKER</u>			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Chambers.

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

Read the third time in full and on motion by Councilperson Chambers, 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: December 20, 2022

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

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
 Special Ordinance No. S-22-12-03 on the 20th day of December, 2022

ATTEST:

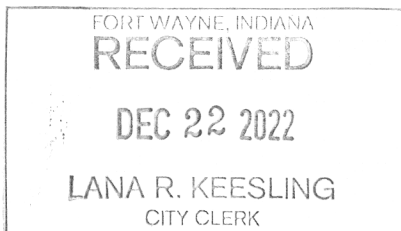
  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

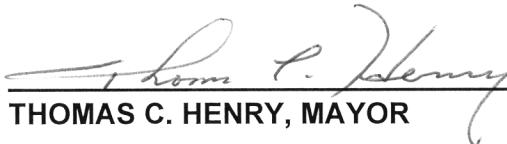
  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 21st  
 of December 2022, at the hour of \_\_\_\_\_ o'clock A.M. E.S.T.

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

Approved and signed by me this 22<sup>ND</sup> day of December 2022, at the  
 hour of 10:00 o'clock AM E.S.T.



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