

1 **BILL NO. S-24-07-18**

2 SPECIAL ORDINANCE NO. S- 93-24

3 **AN ORDINANCE** approving PROFESSIONAL
4 SERVICES AGREEMENT - DESIGN SERVICES –
5 BROADWAY-TAYLOR CORRIDORS (“PROJECT”) -
6 WORK ORDER #0687P – NOT TO EXCEED
7 \$852,500.00 between AMERICAN
8 STRUCTUREPOINT, INC. and the City of Fort Wayne,
9 Indiana, by and through its Board of Public Works.

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

12 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT -
13 DESIGN SERVICES - BROADWAY-TAYLOR CORRIDORS (“PROJECT”) -
14 WORK ORDER #0687P – between AMERICAN STRUCTUREPOINT, INC. and
15 the City of Fort Wayne, Indiana, by and through its Board of Public Works, is
16 hereby ratified, and affirmed and approved in all respects, respectfully for:

17 All labor, insurance, material, equipment, tools, power,
18 transportation, miscellaneous equipment, etc., necessary for:
19 THE DESIGN OF ROAD IMPROVEMENTS ALONG BOTH
20 BROADWAY BETWEEN LAVINA AND CREIGHTON AND
21 TAYLOR BETWEEN FAIRFIELD AND THE ST MARY’S
22 RIVER. THE PROJECT WILL ALSO INCLUDE THE DESIGN
23 OF SINGLE LANE ROUNDABOUT AT THE INTERSECTION
24 OF BROADWAY AND TAYLOR. THIS PROJECT HAS
25 RECEIVED A SAFE STREETS FOR ALL (SS4A) GRANT
26 FROM THE FEDERAL HIGHWAY ADMINISTRATION;

27 involving a cost not to exceed EIGHT HUNDRED FIFTY-TWO THOUSAND FIVE
28 HUNDRED AND 00/00 DOLLARS - (\$852,500.00). A copy of said Contract is on
29 file with the Office of the City Clerk and made available for public inspection,
30 according to law.

PW 7-16-2024

**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES 2024**

Broadway-Taylor Corridors ("PROJECT")
Work Order #0687P

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

AMERICAN STRUCTUREPOINT, INC. ("ENGINEER")

9025 River Road, Suite 200
Indianapolis, Indiana 46240
317/547-5580

Who agree as follows:

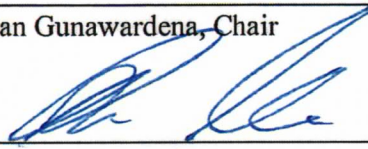
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement 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: ABSENT
Shan Gunawardena, Chair

BY: 
Kumar Menon, Member

BY: 
Chris Guerrero, Member

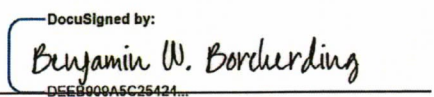
ATTEST: 
Michelle Fulk-Vondran, Clerk

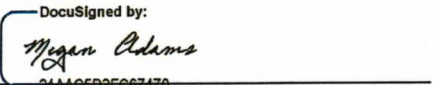
DATE: 7-16-2024

APPROVED as to legality and form

APPROVED FOR ENGINEER

AMERICAN STRUCTUREPOINT, INC.

BY: 
Benjamin W. Borcharding, Chief Operating Officer

ATTEST: 
Megan M. Adams, Senior Contracts Manager

DATE: 7/10/2024

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 Broadway-Taylor Corridors Project is federally funded through the Safe Streets for All (SS4A) program and administered through Federal Highway Administration (FHWA). Project coordination with FHWA is required on a quarterly basis and will include reports and conference calls.

The project limits are as follows: Broadway between Creighton Avenue and Wall Street; Taylor Street between Pauline Street and Fairfield Avenue. The intersection of Broadway and Taylor Street will be converted to a single lane roundabout intersection. The intersection at Wall Street and Broadway will be reconstructed as a raised intersection. The remaining roadways within the project limits will be resurfaced.

The roadways will be designed as urban streets incorporating context sensitive design principles. The City of Fort Wayne's Complete Streets (Resolution 103-11-2-16-2) design approach should be utilized on this project. All pedestrian circulation paths adjacent to the project limits will be evaluated for compliance with the Public Right-of-Way Accessibility Guidelines. The project will be bid through the Board of Public Works.

Stormwater and drainage design will comply with City Utility Engineering design standards for water quality and quantity.

City of Fort Wayne standard light fixtures will be included within the project limits.

Maintenance-of-traffic will include either a closure and detour route or phased MOT for the construction of the roundabout. It is anticipated that through traffic will be maintained for during the other phases of construction.

It is anticipated that additional right-of-way will be needed for this project in the roundabout area. All right-of-way engineering will need to be included as part of these engineering services. Land acquisition services will be performed by City of Fort Wayne personnel.

It is also anticipated that an IDEM Construction Stormwater General Permit will need to be completed for the project.

The project will include NEPA, Section 106 documentation, and public engagement as a part of the work scope. Work experience with equity and climate change are also to be a part of the work scope.

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 who is 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 seven days of the Review Meeting.

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.
- 2.2 Identify major utilities and their apparent location from Utility maps.
- 2.3 Check conflicts with any other proposed projects in the immediate area.
- 2.4 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2.5 Complete a field survey.

Task 3 - Preliminary Design

- 3.3 Address apparent utility conflicts.
- 3.4 Compile additional data as needed.
- 3.5 Advise CITY of need for additional data relative to exploratory digs, pavement cores, soil borings and geotechnical evaluation issues all in accordance with good engineering practices. Provide a plan indicating recommended exploratory digs, pavement corings, soil borings, and any areas of special interest prior to performing work. Fee for additional data work proposed shall be approved prior to commencing with the work.
- 3.6 Determine the final location of the proposed improvements, any permanent or temporary right-of-way or easement requirements.
- 3.7 Select construction materials and products to be used on this project.
- 3.8 Prepare preliminary design drawings. Incorporate all design improvements.
- 3.9 Prepare outline of specifications or reference standard specifications to supplement CITY standards.
- 3.10 Prepare estimate of quantities and estimate of construction costs.
- 3.11 Attend preliminary design review meeting.

Task 4 – Environmental NEPA Documentation

- 4.1 Prepare Red Flag Investigation
- 4.2 Complete Full Section 106 with “No Adverse Effect”
- 4.3 Prepare Wetland and Waters Determination Report
- 4.4 Prepare Categorical Exclusion, Level 2
- 4.5 Conduct one (1) Public Hearing

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 (2) 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).

Task 6 - Bidding

- 6.1 Attend pre-bid meeting.
- 6.2 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.
- 6.3 Prepare addenda, as needed to interpret, clarify, or expand bid documents. CITY to issue addenda.
- 6.4 Review and tabulate bids and make recommendation regarding construction contract award to the CITY.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by: September 1, 2024 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DATE or DAYS</u>
Field Survey	12/15/2024
Preliminary Design	8/1/2025
Final Design	8/1/2026
Bidding	8/1/2027

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 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 **\$852,500** as summarized in attached Attachment 1.

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 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 three 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 a public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

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

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

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

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

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

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

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

11. **INSURANCE.** ENGINEER 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 \$700,000 for a single claim and \$5,000,000 for all claims in an occurrence). 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.

21. **EQUAL EMPLOYMENT OPPORTUNITY.** The ENGINEER agrees to comply with the Equal Employment Opportunity clause under 41 CFR 60-1.4(b).

BROADWAY-TAYLOR CORRIDORS

SUBMITTED JULY 10, 2024



AMERICAN
STRUCTUREPOINT
INC.

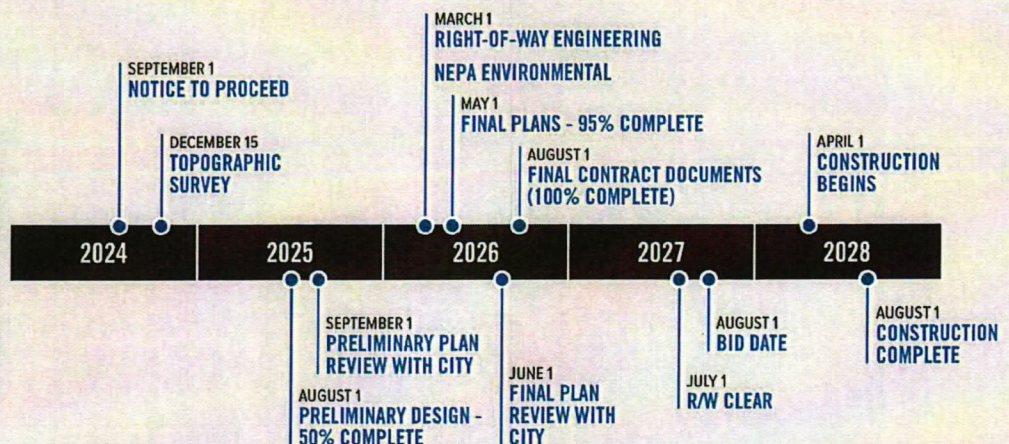


As we submit the second phase of the competitive sealed proposal process, American Structurepoint would like to emphasize the following points regarding the Broadway-Taylor Corridors project:

- ☑ We have been following this project for the last 15 years and have invested significant time into the study of the project area, as described in detail in our Letter of Interest. We also developed a rendering of the entire project that we feel captures the City's vision for these corridors.
- ☑ American Structurepoint is a leader in the roundabout design community, designing more roundabouts within Indiana than any of our competitors. This expertise will be a critical success factor for creating an intersection that fits both the needs and context of this growing area of the City. Our roundabout design will also minimize impacts to surrounding properties.
- ☑ As the design of the Leesburg Road Extension project comes to completion, Scott Crites and our Fort Wayne design team are eager to move on to the City's next challenging project.
- ☑ Our team includes Earth Source, a local firm you are very familiar with. Earth Source has provided multiple landscape architecture and green design projects for the City. This valuable knowledge of the City's requirements will make it easy to provide viable alternatives that exceed your expectations.
- ☑ Our team also offers the following advantages that will benefit the City of Fort Wayne:
 - As part of our study, we have already completed a preliminary roundabout layout. This layout went through multiple iterations to meet roundabout safety criteria such as fastest paths and pedestrian crosswalk locations. It also minimizes conflicts with utilities and limits the amount of permanent right of way required.
 - We are confident we can meet, and potentially beat, your desired schedule due to our depth of resources and track record of meeting project schedules. It is crucial to the success of this project to navigate the complex NEPA process quickly and efficiently to meet the 5 year funding timeline. From our efforts over the last 15 years preparing the feasibility study, our in-house environmental specialists, along with our transportation team, are already fully involved and aware of the project challenges. We are ready to hit the ground running!
 - Our Fort Wayne office is located directly across the street from Citizens Square, where we will be available on a moment's notice.

SCHEDULE

ACTIVITY	DAYS
Field Survey.....	105
Preliminary Design (50% Complete).....	225
Final Design (95% Complete).....	300
Final Design (100% Complete).....	60
Bidding.....	30



APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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 contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: #0687P

Title of Ordinance: Broadway and Taylor Corridors Professional Services Agreement

Amount of Contract:

\$852,500.00 Not to Exceed (NTE) Professional Services Agreement with American Structurepoint, Inc.

Description of Project (Be Specific):

The project will include the design of road improvements along both Broadway between Lavina and Creighton and Taylor between Fairfield and the St Mary's River. The project will also include the design of single lane roundabout at the intersection of Broadway and Taylor. This project has received a Safe Streets for All (SS4A) grant from the Federal Highway Administration.

What Are The Implications If Not Approved:

If not approved, the project will lose the SS4A grant.

If Prior Approval Is Being Requested, Justify:

N/A

Additional Comments:

BILL NO. S-24-07-18

REPORT OF COMMITTEE ON PUBLIC WORKS

August 13, 2024

Nathan Hartman Chair


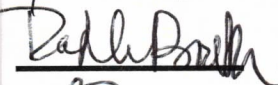



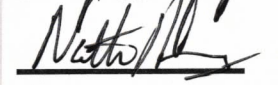


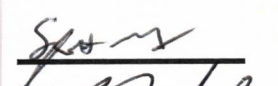
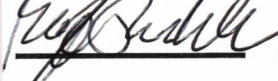
Geoff Paddock Co-Chair

All Council Members

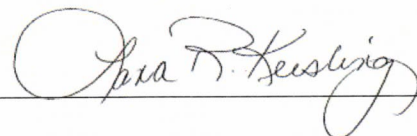
An Ordinance approving Professional Services Agreement - Design Services – BroadwayTaylor Corridors (“Project”) - Work Order #0687P – between American Structurepoint, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total not to exceed \$852,500.00

COMMITTEE ON PUBLIC WORKS 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>BENDER</u>			
<u>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

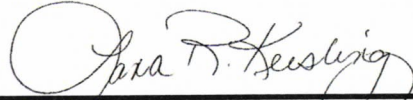
Read the first time in full and on motion by Councilperson Hartman.

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<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"/>
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"/>
HARTMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MYERS	<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"/>

DATED: August 13, 2024

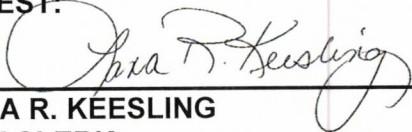


LANA R. KEESING, CITY CLERK

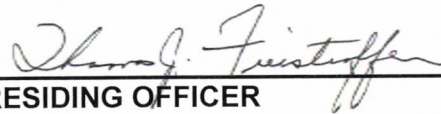
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-24-07-18 on the 13th day of August, 2024

ATTEST:

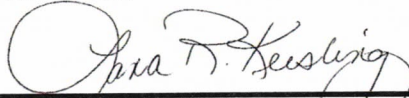


LANA R. KEESLING
CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th of August 2024, at the hour of 2:10 o'clock P.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 15th day of August 2024, at the hour of 11:45 o'clock AM E.S.T.



SHARON TUCKER, MAYOR

