

1 **BILL NO. S-25-03-02**

2 SPECIAL ORDINANCE NO. S-43-25

3 **AN ORDINANCE** approving PROFESSIONAL
4 SERVICES AGREEMENT – POKA-BACHE
5 CONNECTOR TRAIL: FERGUSON ROAD TO
6 LOWER HUNTINGTON ROAD ENGINEERING
7 PROJECT (“PROJECT”) - WORK ORDER #0765N –
8 NOT TO EXCEED \$979,734.00 between DLZ
9 INDIANA, LLC and the City of Fort Wayne, Indiana, in
10 connection with the Board of Public Works.

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

13 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT -
14 POKA-BACHE CONNECTOR TRAIL: FERGUSON ROAD TO LOWER
15 HUNTINGTON ROAD ENGINEERING PROJECT - WORK ORDER #0765N –
16 between DLZ INDIANA, LLC and the City of Fort Wayne, Indiana, in connection
17 with the Board of Public Works, is hereby ratified, and affirmed and approved in all
18 respects, respectfully for:

19 All labor, insurance, material, equipment, tools, power, transportation,
20 miscellaneous equipment, etc., necessary for: THE 82-MILE POKA-
21 BACHE CONNECTOR TRAIL WHICH WILL RUN FROM
22 POKAGON STATE PARK IN ANGOLA TO OUABACHE STATE
23 PARK IN BLUFFTON THROUGH FORT WAYNE. THIS 2.1 MILE
24 SECTION ALONG THE EAST SIDE OF BLUFFTON ROAD FROM
25 FERGUSON ROAD (CITY LIMITS) TO LOWER HUNTINGTON
26 ROAD IS THE FINAL SEGMENT IN THE CITY LIMITS. AT THIS
27 TIME, ONLY 30 MILES OF THIS TRAIL NEED FUNDING. THIS
28 SEGMENT WILL INCLUDE A ROAD RECONFIGURATION
29 BETWEEN LOWER HUNTINGTON ROAD AND COMMERCIAL
30 DRIVE WITH THREE, 11’ LANES. THE PROJECT WILL
INCLUDE PARK BENCHES, A PEDESTRIAN BRIDGE OVER THE
HARBER DITCH, A TRAILHEAD PARKING AREA AND REST
AREA AT FERGUSON ROAD (LAND TO BE DONATED), NEW
STREET LIGHTS FROM LOWER HUNTINGTON ROAD TO
COMMERCIAL DRIVE, PEDESTRIAN REFUGE ISLAND AT
AIRPORT EXPRESSWAY, TRAFFIC SIGNAL UPGRADES TO
INCLUDE ACCESSIBLE PEDESTRIAN SIGNALS, ADA
IMPROVEMENTS, CONNECTIONS TO EXISTING BICYCLE AND

1 PEDESTRIAN INFRASTRUCTURE, STORMWATER DRAINAGE,
2 PERMITTING AND RIGHT OF WAY ENGINEERING;

3 involving a cost not to exceed NINE HUNDRED SEVENTY-NINE THOUSAND
4 SEVEN HUNDRED THIRTY-FOUR AND 00/100 DOLLARS - (\$979,734.00). A
5 copy of said Contract is on file with the Office of the City Clerk and made available
6 for public inspection, according to law.

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

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10 
11 Council Member

12
13 APPROVED AS TO FORM AND LEGALITY

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16 Malak Heiny, City Attorney

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PW 2-18-25

PROFESSIONAL SERVICES AGREEMENT

**POKA-BACHE CONNECTOR TRAIL: FERGUSON ROAD TO LOWER
HUNTINGTON ROAD ENGINEERING ("PROJECT")**
Work Order # 0765N

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

By and through its

Board of Public Works
Citizens Square
200 E Berry Street, Suite 210
Fort Wayne, IN 46802

And

DLZ Indiana, LLC ("ENGINEER")
825 South Barr Street
Fort Wayne, IN 46802
Phone: 260-420-3114

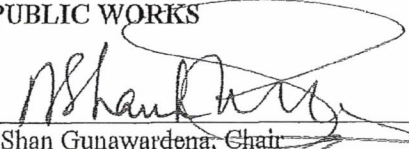
Who agrees as follows:

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.


APPROVED FOR CITY

BOARD OF PUBLIC WORKS

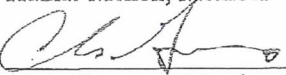
BY:


Shan Gunawardena, Chair

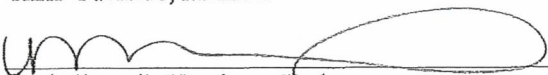
BY:


Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:

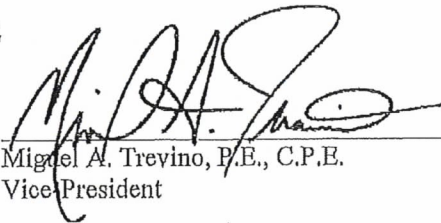
2.18.2025

APPROVED as to legality and form

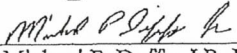
APPROVED FOR ENGINEER

FIRM NAME

BY:


Miguel A. Trevino, P.E., C.P.E.
Vice-President

ATTEST:


Michael P. Duffy, J.R. P.E., P.S.
Department Manager

DATE:

2/13/2025

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 and other customary design services incidental thereto.

B. PROJECT DESCRIPTION

PROJECT consists of survey and engineering services for a 10-foot wide asphalt trail (2.1 miles in length) on the east side of Bluffton Road from Ferguson Road to Lower Huntington Road. Project will include a trailhead at the NE corner of Bluffton and Ferguson. The trail will end at this trailhead. It is preferred to have a minimum 6-foot wide park strip where curbing exists and a minimum 8-foot wide park strip where no curbing exists.

Trail will be designed incorporating context sensitive design principles and include stormwater drainage design, a park bench approximately every half mile, pre-fabricated pedestrian bridge design at the Harbor Ditch and utility coordination.

A road reconfiguration/road diet with three, 11' lanes and a 1' gutter is desired from Alma Drive or Commercial Drive to Lower Huntington Road. Engineer will work with CITY Traffic Engineering on Maintenance of Traffic, lane configuration, turn lane designations, street light engineering using Omega-Type lighting fixtures along the road reconfiguration/diet section and where the trail is curb-faced, signal phasing and timing, MUTCD signage, and traffic signal upgrades including APS. Engineering should also include: crosswalk improvements, pedestrian refuge island enhancement at Airport Expressway and connections to existing bike/pedestrian facilities; consideration for public transit; green infrastructure/sustainable design; ADA improvements; geotechnical investigation; and retaining wall design. ENGINEER will report to CITY if Subsurface Utility Engineering (SUE) is needed. Finally, ENGINEER will provide bidding assistance and review shop drawings.

Additional right-of-way will be needed for this project (assume 65 parcels). 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 permitting will need to be completed for the project, including field determination of water of the U.S. Permits include IDNR Construction in a Floodway, IDEM CSGP, IDEM 401 and USACE 404 permits, Allen County Drainage Board Permit and Department of Planning Services Floodway Permit. No mitigation is anticipated. Construction will take place in 2028.

C. SCOPE OF WORK

The ENGINEER shall design CITY approved improvements and prepare 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 provide the following services:

Task 1 – Project Schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Provide one initial kick-off meeting with the City. Keep minutes of the meeting and distribute the minutes within 7 days.
- 1.3 Provide four project review meetings with the CITY. Keep minutes of the review meetings and distribute these minutes within 7 days.

Task 2 – Data Collection

- 2.1 Topographic Survey
 - a. Acquire data (deeds, plats, railroad maps, utility plans, current projects within the project limits, etc.)
 - b. Analyze survey data
 - c. Recover established section corner benchmarks along or adjacent to trail route.
 - d. Notify and request Indiana One-Call (811) to have all utilities within the project corridor located. All visible markings will be surveyed.
 - e. Set up customary control points every 500 feet throughout entire PROJECT.
 - f. Establish temporary benchmarks every 500 feet throughout the trail route.
 - g. Establish cross sections every 50 feet.
 - h. Horizontal control shall be NAD 83 Indiana State Plane, East Zone, US foot (IN83-EF) grid coordinates. Vertical control shall be North American Vertical Datum, 1988 (NAV 88).
 - i. Locate and witness previously set and newly set control points.
 - j. The width of the survey limits shall be 75 feet from Bluffton Road centerline on the trail side and should also include the roadway to the opposing side/curbline. At the Harbor Ditch, survey cross sections will also be required at 100 feet and 300 feet west of the roadway for upstream hydraulics.
 - k. Detail all marked and visible utility structures.
 - l. Survey all legal drains, streams and other bodies of water within 75 feet of future trail. Survey all low points.
 - m. Prepare final topographic drawing of existing conditions in AutoCad

2020 or newer.

Task 3-Preliminary Design

- 3.1 Prepare existing site drawings, including preliminary trail alignment.
- 3.2 Provide a utility location plan indicating apparent conflict areas.
- 3.3 Route the preliminary plans to utilities and address apparent utility conflicts. CITY will send out the routing to CITY Departments and Utilities. ENGINEER must provide CITY with a .pdf version of the plans for the routing. ENGINEER will provide Utility Coordination.
- 3.4 Hold a Field Check meeting onsite with utilities.
- 3.5 Meet with CITY to discuss preliminary route and utility conflicts.
- 3.6 Adjust preliminary route based upon comments from CITY.
- 3.7 Advise CITY of need for additional data relative to soil borings, SUE, potholing utilities and geotechnical evaluation. Provide CITY with a plan for any of this work. CITY must approve this additional work before it commences.
- 3.8 Deliver revised preliminary route plan (1"=20' or better) on field survey with aerial background. Include:
 - a. Preliminary Title Sheet
 - b. Preliminary Index Sheet
 - c. Original cross sections (every 50 ft and at locations of significant cross section changes)
 - d. Preliminary typical sections
 - e. Preliminary alignment design (horizontal and vertical)
 - f. Preliminary Plan and Profile Sheets depicting existing topography and proposed project improvements
 - g. Drainage features and structures; storm water needs to be perpetuated to existing patterns.
 - h. Design for Harbor Ditch crossing with pedestrian bridge in accordance with IDNR policy and "No Rise" certification. Design shall include hydraulic modeling and analysis.
 - i. Project cost estimate and estimate of quantities
 - j. Regulatory MUTCD signage
 - k. Traffic signal upgrades at Airport Expressway and Lower Huntington Road
 - l. Work with CITY on identifying locations for 4 park benches along the trail. CITY will provide bench specifications.
 - m. Ideas for sustainability, green infrastructure and low impact development measures (no more than 10% of total project cost)

- n. Identify locations for bollards
- o. Create Maintenance of Traffic Plan.
- p. Street Light Engineering in the road reconfiguration area and curb-faced trail areas are required on the trail side of the road.

3.9 Determine the final location of the proposed improvements and any permanent or temporary right of way or easement requirements. This item should be completed in conjunction with CITY input.

3.10 Select construction materials and products to be used on this project. Local materials are CITY'S preference. Recycled concrete for sub-base is an option.

3.11 Provide a Location Control Route Survey in accordance with Indiana Administrative Code Title 865, Rule 12.

3.12 Attend preliminary design review meeting with CITY.

Task 4 – Public Information Meeting

4.1 Assist the CITY in facilitating two (2) Public Information Meetings that address the design and development of PROJECT. Services will include the development of enhanced project plans by amending the preliminary route plan documents with color and notations; bringing maps, one (1) overall aerial view rendering, three (3) pedestrian perspective renderings, signs and/or drawings to the meeting; and participation in the meeting, including meeting minutes. ENGINEER will prepare a PowerPoint presentation. Any handouts for the public meeting will be provided by ENGINEER and CITY will make copies. An open comment period will follow the presentation.

Task 5 – Right of Way Engineering

5.1 ENGINEER will provide right of way engineering in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, Right of Way Engineering Procedures Manual and including the following:

- A. Prepare legal descriptions and individual parcel plats for each property interest being acquired. Plats are not needed for temporary right of way. The descriptions shall be prepared and certified by an Indiana Registered Land Surveyor. Provide fee per each legal description and each parcel plat.
- B. Provide area computation sheets for each parcel and include in fee for each legal description.
- C. CITY shall provide Title & Encumbrance Reports. ENGINEER shall tell City when to order the T&E Reports (at least 45 days before needed by ENGINEER). ENGINEER shall thoroughly read and analyze all legal descriptions contained within the Title & Encumbrance Reports for parcels of land from which property interests are being acquired.

- D. Provide a short summary on a per parcel basis that references what the existing ROW is based upon (parcel report). Please provide a per parcel fee for this report and include in fee of each legal description.
- E. Provide a ROW report that details what the existing ROW is based off of for the project as a whole (recorded deeds/plats, edge of pavement, etc.).
- F. Right of way plans are not necessary as information needed for acquisition can be provided in the construction drawings with right of way details on them.
- G. Assign each parcel a number and create parcel packets for each property owner. Parcel packets will include the legal description, a plat, the computation sheet and the parcel report.
- H. Field monument each new property corner of parcels being acquired by providing in the field a stake-out (one time) locating the new right of way line (including temporary and permanent right of way and trail easements) for the partial takings of all parcels. The stake-out shall be made using 5/8" x 24" rebars and lathe for permanent takings per state law and using wooden hubs and lathe for temporary takings. These shall be located at changes in bearing and other points necessary to show the location of the proposed right of way takings.
- I. Calculate state plane coordinates for each property corner to be set.
- J. CITY will provide Land Acquisition Services (apas, appraising and buying).
- K. ENGINEER will meet with CITY to review draft Right of Way Engineering documents.

Task 6 – Final Design

- 6.1 Route the final plans to utilities and secure relocation work plans. CITY will send out the routing to CITY Departments. ENGINEER will address comments and conflicts and will approve work plans. ENGINEER will handle the coordination for relocation by any utilities. Construction staking for utilities or construction oversight will be covered by a \$15,000 work allowance.
- 6.2 Revise preliminary trail plans as directed by CITY based upon input from all agencies and utilities.
- 6.3 Prepare final design drawings.
- 6.4 Prepare draft special provisions and necessary details to supplement CITY standards.
- 6.5 Attend review meeting with CITY to discuss final plans and make final revisions.
- 6.6 Update summary of project quantities and cost estimate.

6.7 Upon approval of final design drawings and project specifications, prepare and submit itemized bid with engineer's estimate, special provisions and one (1) electronic version of the project drawings.

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

- a. IDEM Construction Stormwater General Permit, including erosion control plans
- b. Department of Planning Services Floodway Permit
- c. Allen County Drainage Board Permit
- d. IDNR Construction in a Floodway Permit
- e. IDEM 401 Permit
- f. USACE 404 Permit
- g. Waters Report, Wetland Delineation and OHWM flagging shall be included.

Task 7 – Bidding

7.1 Attend pre-bid meeting. CITY will prepare meeting minutes.

7.2 Respond to questions from bidders and manufacturer representatives during bidding as requested by CITY. Responses requiring additional information or clarification not found within bid documents shall ONLY be addressed by addendum.

Task 8 – Construction Services

8.1 ENGINEER shall attend the pre-construction meeting.

8.2 ENGINEER shall be available during construction to review shop drawings and to answer questions posed by contractor or by CITY regarding the construction plans and constructability concerns.

D. SCHEDULE

The PROJECT will be completed per attached design schedule. Please provide schedule for letting in January 2028.

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.

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 Dawn Ritchie, Greenways Manager.

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.

D. LAND ACQUISITION 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 \$979,734.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 1 – Hourly Rate Schedule. All Reimbursable costs incurred for the project will be invoiced at cost plus 10 percent to cover administrative costs.

B. BILLING AND PAYMENT

1. Timing and Format

- a. ENGINEER shall invoice the 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 terms, 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.

Poka-Bache Connector Trail Questions and/or Clarifications

- Survey:
 - Task 2.1 letter j, indicates survey width to be 75' from centerline of Bluffton Road. I want to confirm that the City wants an 150' wide survey for the entire project corridor. Please clarify if different.
 - Only survey required on the side of the road of the trail to the opposing road side/curbline. At the Harbor Ditch, survey cross sections will also be required at 100 feet and 300 feet west of the roadway for upstream hydraulics.

- Trail/Road Diet:
 - Scope of work indicates the trail will terminate at the trailhead. As such, there will be no design or improvements to the south toward the Bluffton Road/Ferguson Road Intersection. This signal is not included in Item 3.8 (l), confirming no upgrades requested.
 - Correct, but the legal description and plat for the donated land for the trailhead should include enough land for future trail to the NE Intersection of Ferguson and Bluffton if not enough ROW is presently available for future trail. Owner wants to donate land asap for the trailhead and for any right of way needed along gas station frontage for trail before he sells the business.
 - The trail crossing at Airport Expressway, will it be limited to north/south direction on the east side of Bluffton Road? Please advise if additional crossings should be considered.
 - Only N/S direction at this time.
 - Will the road diet construction be completed under traffic or can the roadway be closed to through traffic and detour posted?
 - To be determined during the design process.
 - Is the lighting along the entire trail or limited to the road diet segment?
 - Lighting only required in road diet areas/curb-face trail segments.
 - Does the City want a new trunkline for the roadway drainage or reuse existing trunkline?
 - Reuse trunkline for drainage in areas of road diet. Use green design where possible.

- Bridge Design:
 - The scoping report and agreement states the bridge design should be a prefabricated Steel Truss Alternative with approximately 100-ft length supported by two substructure units.
 - Changes in IDNR policy on work in floodway, will most likely require a different design.
 - GAI feels strongly that there could be a need to incorporate additional structure length of different structure type at either approach in order to accommodate hydraulic requirements of IDNR for permitting, avoid an underground utility east of the existing bridge (water line hydrant and casting

observed), and maintain drainage patterns at approaches, while minimizing impacts to the residential property in the NE quadrant.

- Different structure types (non-prefabricated truss), bridge length beyond 100-ft, or alignment as stated in the scoping report is not included in scope of work.
 - Consultant shall include in scope manhours as needed to design a bridge structure as needed to cross the creek in accordance with IDNR policy. Structure length or alignments can be extended or changed as necessary for IDNR permitting.
- Hydraulics:
 - Fees prepared based on a "No-Rise" certification for IDNR Floodway Permit shall include supporting hydraulic analysis and modeling.
 - Correct
 - If a "no-rise" certification is not achievable, a CLOMR and LOMR could be required and not included in the scope of work.
 - To be done by amendment if required.
- Retaining Wall Design:
 - Locations, type, height are unknown.
 - The region south of the bridge crossing is going to require fill slopes that impact the wooded area that is within the floodway and is likely to cause permitting issues. Retaining walls could be considered throughout here. This would require significant geotechnical input to assess stability and structure type.
 - Remove retaining wall design from scope, too many unknowns. If required – to be done by amendment
- Permitting
 - Depending on IDNR permitting, mitigation (trees, wetlands, etc.) could come into play.
 - Include statement "No Mitigation Anticipated" – if required will be paid directly as in-lieu fee payment.
- Utility Coordination
 - The scope of work and scoping report are vague, on relocations. Can the City state to anticipate X many relocations? Consultant shall include the handling of coordination for relocations by 3 utilities for the project.
 - Also verify that staking for utilities and construction oversight is not included in the scope of work.
 - Any construction staking for utilities or construction oversight will be covered by a work allowance of \$15,000.

1/18/2025

Attachment 1 -- Scope of Services Fee Proposal for Poka-Bache Connector Trail: Ferguson Road to Lower Huntington Road (Rev 1/15/20251)

	Fee	Item Cost	Item Numbers
<u>Project Review Meetings and Initial Kick-off Meeting (5)</u>		\$13,200.00	72
<u>Topographic Survey</u>	Fee	\$43,000.00	322,76
<u>Location Control Route Survey</u>	Allowance	\$20,000.00	
<u>Design Elements</u>			
Trail Design	Fee:	\$144,800.00	1011
Roadway Reconfiguration Design	Fee:	\$104,000.00	0
Drainage Design	Fee:	\$42,800.00	307
Pedestrian Bridge Design	Fee:	\$60,000.00	350
Retaining wall design-Geotechnical and Subsurface Utility Engineering	Allowance:	\$18,000.00	
Green Infrastructure	Fee:	\$35,310.00	414
Street Light Design	Fee:	\$27,100.00	494
Traffic signals, signs, markings	Fee:	\$33,200.00	202
	Sub Total	\$466,110.00	2878
<u>Utility Coordination</u>	Fee:	\$48,830.00	310
Construction Staking	Allowance	\$15,000.00	0
Field check meeting (1)	Fee:	\$5,100.00	36
	Sub Total	\$68,930.00	346
<u>Public Meetings (2) Allowance</u>	Allowance:	\$10,000.00	
<u>Right-of-Way Engineering (65 Parcels) - \$2500/parcel</u>			
Legal Descriptions	Fee:	\$162,500.00	1053
Parcel Plats	Fee:	\$0.00	
Parcel Plats	Fee:	\$0.00	
Right-of-Way Stakeout (1 time stake out) - \$450/parcel for 65 parcels	Fee:	\$29,250.00	
	Sub Total	\$191,750.00	1053
<u>Maintenance of Traffic</u>	Fee:	\$70,444.00	444
<u>Permitting</u>			
IDNR Construction In Floodway	Fee:	\$4,700.00	35
IDEM CSGP	Fee:	\$4,200.00	31
IDEM 401	Fee:	\$3,100.00	23
USACE 404	Fee:	\$3,100.00	23
Allen County Drainage Board	Fee:	\$3,000.00	21
Department of Planning Services Floodway	Fee:	\$2,800.00	19
	Sub Total	\$20,900.00	274
<u>Other Contract documents</u>			
Preparation of Special Provisions	Fee:	\$9,600.00	64
Preparation of quantity take-offs	Fee:	\$12,000.00	84
Preparation of line item construction cost estimate	Fee:	\$6,000.00	34
	Sub Total	\$27,600.00	182
<u>Bidding</u>			
Attend prebid meeting	Fee:	\$1,100.00	6
Respond to questions from bidders	Fee:	\$4,000.00	34
Prepare addenda as needed	Fee:	\$2,400.00	18
	Sub Total	\$7,500.00	58
<u>Construction</u>			
Attend pre-construction conference	Fee	\$1,100.00	6
Provide design clarifications and shop drawing reviews to contractor as requested	Fee	\$34,200.00	238
	Sub Total	\$35,300.00	244
<u>Reimbursable Expenses</u>	Fee	\$0.00	
<u>Work Allowance</u>	Allowance	\$25,000.00	
	Total Fee	\$979,734.00	7359

Assumptions & Exclusions

- (1) Title Reports (T&E) are not included.
- (2) North of Commercial Road existing storm sewer trunkline is to be utilized.
- (3) Road diet / shift / reconstruction is limited to north of Commercial Road.
- (4) South of Commercial Road existing swales will be utilized with minor regrading, no storm sewer design included.
- (5) South of Commercial Road there will be no roadway work. The work scope includes the addition of the trail to the east side along with drive approach reconstruction. Work limited to the east side of Bluffton Road.
- (6) Signs and Pavement Marking Fees and Hours included in the Design Fee
- (7) Open ditches assumed for drainage. Curb and enclosed storm will be provided as a part of the roadway widening project.
- (8) Right of Way Engineering includes per parcel fees for Legal Descriptions and Parcel Plats
- (9) APAs are not included in the City's Scope. However, these services, as required, can be provided by DLZ via an Amendment as authorized by the City.
- (10) Streetlighting limited to one side of the road and only required in road diet areas/curb-face trail segments
- (11) No small drainage structures / box culverts included, only pipe crossings as needed.
- (12) Hydrometers for pedestrian bridge design is included in the design fee.
- (13) Fee is based on a construction cost of \$7,000,000
- (14) Red Flag Investigation is not included in the scope and fee above
- (15) Due to the size of the project and roadway reconstruction required, we anticipate more than 3 utilities will require relocation. All relocations necessary are included in DLZ's scope and fee.

ATTACHMENT 2

DLZ INDIANA, LLC STANDARD FEE STRUCTURE FOR POKA BACHE TRAIL CFW HOURLY RATES 2025		
<i>Activity Code</i>	<i>Employee Classification</i>	<i>2025 Hourly Rate</i>
	Division Manager / Structural Engineer IV	\$258.00
	Department Manager	\$235.00
	Civil Engineer V/ Electrical III/ Traffic Engr	\$215.00
	Senior Project Manager / DM Enviro Scientist	\$194.00
	Registered Land Surveyor	\$151.00
	Project Manager/Engineer IV/Permit Engineer	\$168.00
	Civil Engineer III/Scientist IV	\$142.00
	Civil Engineer II/Designer III	\$130.00
	Civil Engineer I	\$120.00
	Designer II/Survey Map Assistant	\$107.00
	Designer I	\$95.00
	Construction Observer Manager	\$120.00
	Construction Observer	\$100.00
	Technician	\$85.00
	Clerical	\$65.00
	<i>Crew Classification</i>	<i>2025 Hourly Rate</i>
	Topographic Survey Crew	\$155.00

Rates are subject to revision on January 1, 2026.

Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

X:\Shared\Office\FW\Project Managers\Agreements\Rate Schedules\25\2025 CFW Standard Rate Schedule Poka Bache.doc

DLZ Key Personnel

Div Manager / Structural Engineer IV

Michael Kummeth, Haseeb Ghumman, John Marino, Jon LaTurner

Department Manager

Michael Duffy, Jason Stone

Civil Engineer V / Electrical III / Traffic Engr

Faisal Saleem, Jeff Swenson

Project Manager / Engineer IV / Permit Engineer

Paul Foster, Bradley Dove

Civil Engineer III / Scientist IV

Adam Hester, Dan Stevens

Civil Engineer II / Designer III

David Sheets, Alex Layman,

Civil Engineer I

Sarah Jones, Jerred Feiburger, Benjamin Stoffel

Designer II / Survey Map Assistant

Thomas Hill, Chris Dannhausen

Registered Land Surveyor

Brian Stoodly, Rob Hathaway



A&Z Engineering, LLC
2025 Hourly Rate Schedule

Classification	Invoice Rate
Principal	\$210.00
Office Manager	\$190.00
Department Manager / Senior Project Manager	\$175.00
Senior Project Engineer / Project Manager	\$160.00
Senior Engineer / Senior Surveyor / Senior Designer	\$145.00
Engineer / Surveyor / Designer	\$135.00
Senior Technician / Senior Construction Inspector / Senior RPR	\$108.00
Technician / Construction Inspector	\$95.00
Administrative	\$85.00
Intern Technician / Intern Construction Inspector	\$78.00
One Person Survey Crew	\$135.00
Two Person Survey Crew	\$180.00

2025 Reimbursable Expense Schedule

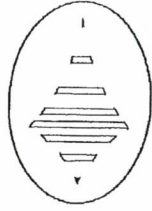
Expense Item	Expense Rate
Mileage	\$0.70/mile**
Photocopies	\$0.28/sheet (8.5x11)
Bond-AutoCAD plot	\$ 1.85/sheet (24x36)
Subconsultant Services	Cost + 10%

** Or current IRS standard mileage rate

Rates are subject to revision on January 1, 2026.

Key Personnel:

Warren Zwick – Principal
Erin Osborn or Landon Grogg – Sr
Project Manager
Erin Osborn or Landon grogg – Sr
Project Engineer
Wes Downing – Sr Designer
Drew Parsley – Designer
Anna Kmec – Engineer



Earth Source Inc

Committed to Excellence In Land Stewardship & Design for 35 years

Billing Rates for services when basis of compensation is hourly cost or additional services.

Effective: 1/01/2025
Expires: 12/31/2025

Senior Wetland Scientist/Principal	\$ 175.
Senior Landscape Architect/Principal	175.
Project Manager	150.
Professional Wetland Scientist	150.
Professional Landscape Architect	150.
Wetland Specialist II	135.
Professional Design Staff	135.
Field /Design Technician	95.
Secretarial/Computer Services	58.

Expert Witness: testimony, hearings, depositions and preparation will be performed on an hourly basis at twice (2x), the ESI rate schedule.

Miscellaneous Reimbursable Charges shall be billed at 1.15 times the actual cost. Reimbursable expenses are generally described as follows:

Reproductions, prints, copies, postage, long distance communications, out-of-town travel, lodging and subsistence expenses, and general out-of-pocket expenses.

Mileage shall be billed at \$0.70/mile or prevailing federal rate.

Key Personnel:

Dan Ernst, Principal
Ryan Rodrigue, PM
Joel Frank, PM

Earth Source, Inc.

14921 Hand Road, Fort Wayne, IN 46818

PH: (260) 489-8511

landscape architecture • land planning • wetland science & ecological services
native seed nursery • installation • management

DIGEST SHEET

Department: Greenways

Resolution Number: 0765N

Title of Ordinance: Approval of Professional Services Agreement between the City of Fort Wayne and DLZ Indiana, LLC for the design of the Poka-Bache Connector Trail: Ferguson Road to Lower Huntington Road

Amount of Contract: Not to exceed \$979,734

Description of Project (Be Specific): The 82-mile Poka-Bache Connector trail will run from Pokagon State Park in Angola to Ouabache State Park in Bluffton through Fort Wayne. This 2.1 mile section along the east side of Bluffton Road from Ferguson Road (city limits) to Lower Huntington Road is the final segment in the City limits. At this time, only 30 miles of this trail need funding. This segment will include a road reconfiguration between Lower Huntington Road and Commercial Drive with three, 11' lanes. The project will include park benches, a pedestrian bridge over the Harbor Ditch, a trailhead parking area and rest area at Ferguson Road (land to be donated), new street lights from Lower Huntington Road to Commercial Drive, pedestrian refuge island at Airport Expressway, traffic signal upgrades to include Accessible Pedestrian Signals, ADA improvements, connections to existing bicycle and pedestrian infrastructure, stormwater drainage, permitting and right of way engineering. Construction is planned for 2028. This engineering agreement will be funded by the Redevelopment Commission with TIF funds from the Baer Field EDA.

Implications if not Approved: We will not be able to connect the neighborhoods along the Bluffton Road corridor with businesses, restaurants, parks, schools and other destinations. Also, this is one section of the 82-mile Poka-Bache Connector State Visionary Trail from Pokagon State Park to Ouabache State Park. We cannot have a gap in this trail, which will be the longest trail in Indiana.

If Prior Approval Is Being Requested, Justify: n/a

Additional Comments: We followed the Competitive Sealed Proposal Process for consultant selection. We had four firms provide their qualifications. Five City employees scored the four proposals and shortlisted the selection to two firms. We provided a detailed scope of services and reviewed the two firms' fees. We scored the two firms and chose DLZ as the most responsive firm. They also had the lowest fee and the best timeline. The Agreement has been reviewed and approved by the Board of Public Works. The Redevelopment Commission will approve the Agreement on March 10th. Redevelopment will be providing the TIF funding for the engineering services.

BILL NO. S-25-03-02

REPORT OF COMMITTEE ON PUBLIC WORKS

March 18, 2025

Martin Bender Chair

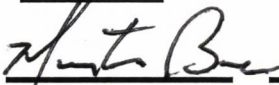
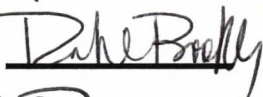

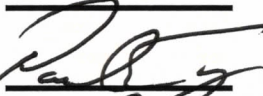
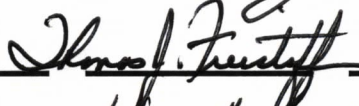

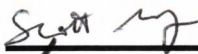

Rohli Booker Co-Chair

All Council Members

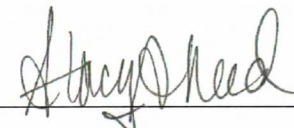
An Ordinance approving Professional Services Agreement – Poka-Bache Connector Trail: Ferguson Road to Lower Huntington Road Engineering Project (“Project”) - Work Order #0765N –between DLZ Indiana, LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost not to exceed \$979,734.00

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>			

**STACY REED
DUPTY CITY CLERK**



Public Hearing Date: N/A

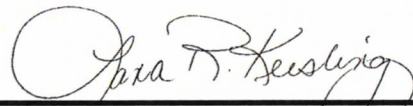
Read the first time in full and on motion by Councilperson Bender.

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

Read the third time in full and on motion by Councilperson Booker, 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 checked="" type="checkbox"/>	<input 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: March 25, 2025



LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-25-03-02 on the 25th day of March, 2025

ATTEST:

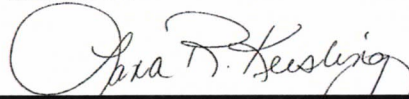


LANA R. KEESLING
CITY CLERK



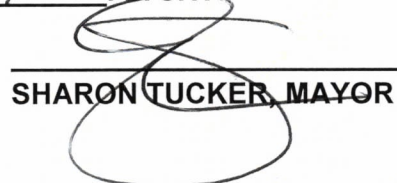
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th of March 2025, at the hour of 9:00 o'clock A.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 26th day of March 2025, at the hour of 9:11 o'clock A.M. E.S.T.



SHARON TUCKER, MAYOR

