

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT FOR WINCHESTER RD SIDEWALK CONNECTION PHASE III DESIGN – WORK ORDER #0786S - (not to exceed \$172,647.00) between APEX CONSULTING AND SURVEYING, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

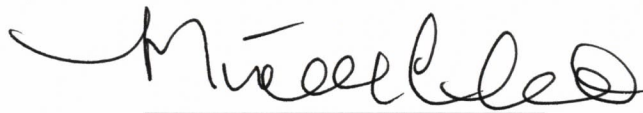
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT WINCHESTER RD SIDEWALK CONNECTION PHASE III DESIGN – (not to exceed \$172,647.00) between APEX CONSULTING AND SURVEYING, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for CONCRETE SIDEWALK ALONG WINCHESTER ROAD BETWEEN BLUFFTON ROAD AND MAYFLOWER ROAD;

involving a total cost of not to exceed ONE HUNDRED SEVENTY-TWO THOUSAND SIX HUNDRED FORTY-SEVEN AND 00/100 DOLLARS - (\$172,647.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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



Council Member

APPROVED AS TO FORM AND LEGALITY


Malak Heiny, City Attorney

PW 3-10-26

**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES 2026**

Winchester Rd Sidewalk Connection Phase III ("PROJECT")
Work Order #0786S

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

APEX CONSULTING AND SURVEYING, INC. ("ENGINEER")

1313 Broadway, Fort Wayne, Indiana 46802
Phone: 260.755.5993

Who agree as follows:

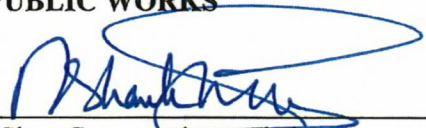
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement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

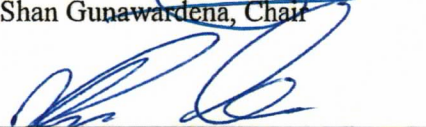
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

BY:


Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:


3.10.2026

APPROVED as to legality and form

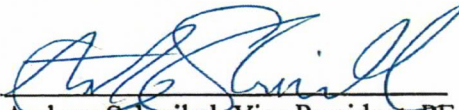
APPROVED FOR ENGINEER

Apex Consulting and Surveying, Inc.

BY:


Nana Opoku, President, PS

ATTEST:


Andrew Scheribel, Vice President, PE

DATE:

2/24/2026

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 Winchester Road Sidewalk Connection project is a locally funded sidewalk project with the following project limits: north of Mayflower Road where Phase I terminated to Foster Park West near the intersection of Bluffton Road and Winchester Road.

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

Permits are anticipated to be required for the project for erosion control, floodway impacts, and wetland impacts.

It is anticipated that additional right-of-way will be needed for this project. Right-of-way engineering is included as part of these engineering services. Right-of-way Engineering includes Location Control Route Survey Plat, Appraisal Problem Analysis and staking of Right-of-Way for appraisals. Land acquisition services will be performed by City of Fort Wayne personnel.

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. (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.

Task 3 - Preliminary Design

- 3.1 Prepare existing site drawings. (See Transportation Engineering Services, Drafting Standards)
- 3.2 Provide a utility location plan indicating apparent conflict areas.
- 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 - Final Design

- 4.1 Prepare special provisions and necessary details to supplement CITY standards.
- 4.2 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 4.3 Update summary of project quantities.

- 4.5 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 5 - Bidding

- 5.1 Attend pre-bid meeting.
- 5.2 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.
- 5.3 Prepare addenda, as needed to interpret, clarify or expand bid documents. CITY to issue addenda.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by: April 2026 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DATE or (DAYS)</u>
Field Survey	June 2026 (30)
Preliminary Design	October 2026 (90) 30%
Final Design	April 2027 (180) 100%
Bidding	October 2027 (180)

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 Patrick Zaharako, 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 \$172,647.00 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
ADDITIONAL TERMS AND CONDITIONS**

1. **SERVICES.** Engineer agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Engineer warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** 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.
 2. **INVOICES.** Engineer shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Engineer to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Engineer against any amount owed by Engineer or any of its affiliated companies to the City.
 3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The relationship between City and Engineer is and shall at all times remain as independent contractors. Persons provided by Engineer to perform and deliver the Services shall be Engineer's employees under the sole and exclusive direction and control of Engineer and shall not be considered employees of City for any purpose. Engineer shall be responsible for compliance by Engineer's employees and any other person or entity contracted or permitted by Engineer to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hour, health and safety, and working conditions. Engineer shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Engineer's employees and any other persons or entities contracted or permitted by Engineer to provide and deliver the Services, including Social Security, unemployment, Workmen's Compensation, disability insurance and federal and state withholding. Engineer shall be responsible for providing such reasonable accommodations which may be required under the Americans with Disabilities Act, 42 U.S.C.12101 et seq. in order that any person with disabilities employed, contracted or permitted by Engineer to provide the Services to be able to perform the essential functions of such person's job-related duties. Engineer agrees to defend, indemnify and hold harmless City, to the extent permitted by law, from and against any loss, cost, claim, liability, damage or expense (including attorneys' fees) that may be asserted against or incurred by City as a result of Engineer's failure to comply with the covenants and obligations of this paragraph.
 4. **INDEMNITY.** Engineer shall defend, indemnify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees), judgments, settlements and penalties of every kind and nature asserted against, charged to or imposed upon City which directly or indirectly arise or are associated with the performance and delivery of the Services by Engineer, the employees of Engineer or any person or entity contracted or permitted by Engineer to provide and deliver the Services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Engineer, any employee of Engineer or any person or entity contracted or permitted by Engineer to perform and deliver the Services, including, without limitation, damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorneys selected by City at City's expense or to be represented by Engineer's counsel at Engineer's expense, without waiving Engineer's defense, indemnity and hold harmless obligations to City contained herein. Engineer shall not settle or compromise any claim, suit or action or consent to entry of a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of the Services.
 5. **LIMITATION OF LIABILITY.** Engineer's liability hereunder for any loss, cost, claim liability, damage or expense (including attorneys' fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Engineer, Engineer's employees or any person or entity contracted or permitted by Engineer to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent grossly negligent or willful misconduct by Engineer, Engineer's employees or any person or entity contracted or permitted by Engineer to perform the obligations under this Agreement, Engineer shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
 6. **INSURANCE.** Engineer shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Engineer to perform and deliver the Services, the following insurance coverage:
 - (a) **General Liability**
\$1,000,000 minimum per occurrence/
\$2,000,000 aggregate
If value of the project exceeds \$10,000,000, this shall be
\$5,000,000 aggregate
Personal & Advertising Liability \$1,000,000 any one person
or organization
Products/Completed Operations Liability
\$2,000,000 aggregate
 - (b) **Automobile Liability, including Hired**
\$1,000,000 minimum per occurrence and Non-Owned Auto
 - (c) **Worker's Compensation***

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
- *ENGINEER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY ENGINEER TO PERFORM AND DELIVER THE SERVICES WHO DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE PROVIDED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.
- The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries, as an Additional Insured and a Certificate Holder, with 30 days' notification of cancellation or non-renewal.
- All Certificates of Insurance should be provided to the following:
One copy to the City of Fort Wayne Purchasing Department
One copy to the City of Fort Wayne Public Works Division
200 East Berry Street
Fort Wayne, IN 46802
7. **PROGRESS REPORTS.** The Engineer shall submit progress reports to the City upon request unless waived in writing. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date
8. **CONFLICT OF INTEREST.** Engineer certifies and warrants that neither it nor any of its directors, officers, agents, representatives, board members, or employees which will participate in any way in the performance of the Engineer's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors, board members, or agents.
9. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Engineer further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Engineer in furtherance of this contract—shall be the property of the City. The Engineer shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Engineer. By this contract the Engineer specifically waives and/or releases to the City any cognizable property right of the Engineer to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
10. **CONFIDENTIALITY OF CITY 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 the written consent of the City.

11. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Engineer understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Engineer further understands that they are not required to verify work eligibility status of newly hired employees of the Engineer through the E-Verify program if the E-Verify program no longer exists. Engineer certifies that they do not knowingly employ any unauthorized aliens.
12. **COMPLIANCE WITH LAWS.** Engineer warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Engineer agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Engineer's breach of such warranty.
13. **DEFAULT.** In the event that (a) Engineer breaches any warranty contained herein; (b) Engineer fails to provide the insurance certificate required herein; (c) Engineer or Engineer's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Engineer's performance of the Services violates applicable law; (e) Engineer admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Engineer fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
14. **TERMINATION.** In the event of default by Engineer under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement immediately by written notice to Engineer as to the portion of the Services not yet rendered and to purchase substitute services at Engineer's expense. Engineer shall reimburse the City for the cost of such substitute services upon Engineer's receipt of an invoice, therefore.
15. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
16. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon thirty days' prior written notice to Engineer, and Engineer shall stop performing the Services on the date specified in such notice. If termination occurs after services have commenced, Engineer shall be entitled to be paid the agreed upon rate for work performed through the date of termination. Reasonable costs incurred solely as a result of early termination may be submitted to the City for payment. Cost payments shall be within the City's discretion. The City shall have no liability as a result of such cancellation, except as stated herein. These payments shall not exceed the Aggregate Price.er party
17. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The party relying upon Force Majeure shall notify the other party in writing no later than seven (7) calendar days from the date of the triggering event. The term of this Agreement will be extended for a period of time comparable to the period of delay resulting from the force majeure event.
18. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
19. **ASSIGNMENT.** Any assignment, in whole or in part, of Engineer's rights or obligation under this Agreement without the prior written consent of the City shall be void. Engineer shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
20. **DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the Parties with respect to the interpretation or performance of any provision of this agreement, the Parties agree that either Party may file suit. Prior to the exercise of this right, the Party seeking judicial relief shall provide the other Party with thirty (30) days prior written notice. The Parties agree that any litigation related to this agreement must be maintained in either the Federal District Court for the Northern District of Indiana, Fort Wayne Division or the state court sitting in Allen County, Indiana. The Parties hereby irrevocably consent and submit to the exclusive jurisdiction of the court specified herein and irrevocably waive any objection based upon improper venue, forum non conveniens or other similar doctrines or rules.
21. **ACCESS TO RECORDS.** The Engineer shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. Engineer shall make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
22. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Engineer and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Engineer shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
23. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.
24. **ACCESS.** The City shall provide Engineer with access to any premises necessary for Engineer to provide the Services.

Winchester Road Sidewalk Connection Phase III

Attachments:

1. Scope of Services Fee Proposal
2. Fee Breakdown and Hourly Rate Schedules (APEX & GAI)
3. Proposed Sidewalk Route Figure
4. Assumptions & Limitations

Attachment 1 – Scope of Services Fee Proposal for Winchester Road Sidewalk Connection Project

	Item Cost	Section Cost	Item Manhours	Section Manhours
<u>Topographic Survey</u>	Fee	\$7,958.00	64	64
<u>Design Elements</u>				
Sidewalk Design (APEX)	Fee:	\$25,735.00	241	
Pavement Markings and Signage (APEX)	Fee:	\$1,513.00	15	
Drainage Design (APEX)	Fee:	\$6,316.00	52	
Green Infrastructure - Prelim Study & Recommendation (APEX)	Fee:	\$2,059.00	19	
Permitting (IDNR Floodway & CSGP) (GAI)	Fee:	\$14,030.00	106	
	Sub Total	\$49,653.00		433
<u>Utility Coordination</u>				
Utility Coordinator (APEX)	Fee	\$4,325.00	31	
Staking RW for Utility Relocation (1 time) (APEX)		\$1,520.00	8	
	Sub Total	\$5,845.00		39
<u>Right-of-Way Engineering</u> ^[1] (APEX)				
LCRSP (USE PREVIOUSLY COMPLETED LCRS)	Fee	\$58,000.00 ##		
APA (20 Parcels) (Griffin)		\$0.00		
Staking RW (20 Parcels)		\$5,900.00 ##		
		\$9,600.00 ##		
		\$73,500.00		0
<u>Maintenance of Traffic</u> (GAI)	Fee	\$5,120.00	36	36
<u>Other Contract documents</u>				
Preparation of Special provisions (APEX)	Fee:	\$1,894.00	12	
Preparation of Special provisions (GAI)	Fee:	\$3,710.00	24	
Preparation of line item construction cost estimate (APEX)	Fee:	\$3,328.00	28	
Preparation of line item construction cost estimate (GAI)	Fee:	\$3,670.00	23	
	Sub Total	\$12,602.00		87
<u>Bidding</u>				
Attend prebid meeting (APEX)	Fee:	\$396.00	2	
Respond to questions from bidders (APEX)	Fee:	\$1,900.00	14	
Respond to questions from bidders (GAI)	Fee:	\$1,250.00	8	
	Sub Total	\$3,546.00		24
<u>Construction</u>				
Attend pre-construction conference (APEX)	Fee:	\$396.00	2	
Provide design clarifications to contractor as requested (APEX)	Fee:	\$1,027.00	7	
Provide design clarifications to contractor as requested (GAI)	Fee:	\$2,000.00	13	
	Sub Total	\$3,423.00		22
<u>Reimbursible Expenses</u>	Fee	\$1,000.00		
<u>Work Allowance</u>		\$10,000.00		
	Total Fee	\$172,647.00		705

[1] Provide summary of unit costs separately

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: 0786S

Title of Ordinance: Professional Services Agreement for Winchester Rd Sidewalk Connection Phase III Design

Amount of Contract: Not to exceed \$172,647.00

Description of Project (Be Specific): Concrete sidewalk along Winchester Road between Bluffton Road and Mayflower Road

What Are The Implications If Not Approved: Project design would not progress and project would not be constructed.

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

Additional Comments: This is a continuation of the sidewalk completed in 2023 between Mayflower Road and Shamrock Road.

BILL NO. S-26-04-05

REPORT OF COMMITTEE ON PUBLIC WORKS

April 21, 2026

Michelle Chambers Chair

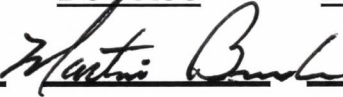
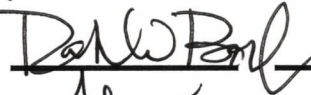


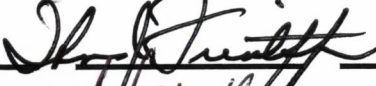


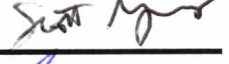

Paul Ensley Co-Chair

All Council Members

An Ordinance approving Professional Services Agreement for Winchester Rd. Sidewalk Connection Phase III Design – Work Order #0786S - between Apex Consulting and Surveying, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost not to exceed \$172,647.00

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>
BENDER			
BOOKER			
CHAMBERS			
ENSLEY			
FREISTROFFER			
HARTMAN			
JEHL			
MYERS			
PADDOCK			

**JOHN D. MCGAULEY
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>
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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: April 28, 2026



 JOHN D. MCGAULEY, CITY CLERK

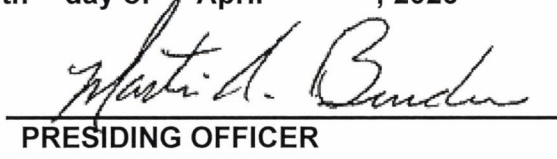
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-26-04-05 on the 28th day of April, 2026

ATTEST:



 JOHN D. MCGAULEY
 CITY CLERK



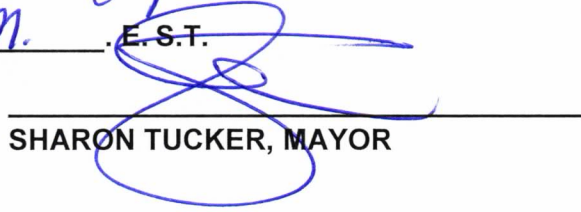
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th of April 2026, at the hour of 8:45 o'clock A.M. E.S.T.



 JOHN D. MCGAULEY, CITY CLERK

Approved and signed by me this 29th day of April 2026, at the hour of 9:02 o'clock A.M. E.S.T.



 SHARON TUCKER, MAYOR

