

BILL NO. S-26-06-41

SPECIAL ORDINANCE NO. S-

77-26

**AN ORDINANCE** approving PROFESSIONAL SERVICES AGREEMENT – PUFFERBELLY PEDESTRIAN BRIDGE OVER COLISEUM BOULEVARD/STATE ROAD 930 - WORK ORDER #0768R – (not to exceed \$557,700.00) between ENGINEERING RESOURCES, INC. and the City of Fort Wayne, Indiana, by and through its the 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 - PUFFERBELLY PEDESTRIAN BRIDGE OVER COLISEUM BOULEVARD/STATE ROAD 930 - WORK ORDER #0768R – between ENGINEERING RESOURCES, INC. and the City of Fort Wayne, Indiana, in connection with the 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: THE PUFFERBELLY TRAIL PEDESTRIAN BRIDGE, ALSO REFERRED TO AS THE VANN FAMILY CROSSING, IS A \$7 MILLION PEDESTRIAN BRIDGE THAT WILL BE CONSTRUCTED ACROSS COLISEUM BOULEVARD ON THE WEST SIDE OF BOB THOMAS FORD AND IN FRONT OF MISSION BBQ. THE BRIDGE WILL CARRY THE PUFFERBELLY TRAIL OVER THE ROADWAY. ONCE COMPLETED, THE BRIDGE WILL CONNECT 130 MILES OF TRAILS IN OUR COMMUNITY. THE BRIDGE IS FUNDED WITH A \$5 MILLION GRANT FROM THE VANN FAMILY FOUNDATION AND CITY FUNDING. CONSTRUCTION IS EXPECTED FROM SEPTEMBER 2026 THROUGH THE END OF 2027;

involving a cost not to exceed FIVE HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED AND 00/00 DOLLARS - (\$557,700.00). 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

## PROFESSIONAL SERVICES AGREEMENT

**Pufferbelly Pedestrian Bridge over Coliseum Boulevard/State Road 930 ("PROJECT")**  
Work Order #0768R, DES No. 2201280

This Agreement is by and between

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

by and through its

Board of Public Works  
Citizens Square  
200 East Berry, Suite 240  
Fort Wayne, IN 46802

and

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

4175 New Vision Drive  
Fort Wayne, IN 46845  
260.490.1025

Who agree as follows:

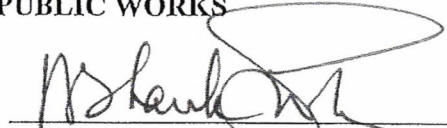
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement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

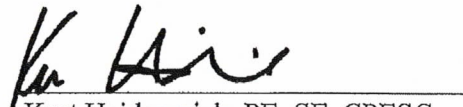
6.16.2026

APPROVED as to legality and form

APPROVED FOR ENGINEER

ENGINEERING RESOURCES, INC.

BY:

  
Kurt Heidenreich, PE, SE, CPESC  
President

ATTEST:

Kurt Heidenreich, President  
Printed Name & Title

DATE:

May 18, 2026

## **PART I**

### **SERVICES**

#### **A. GENERAL**

ENGINEER shall provide the CITY professional engineering services in the form of construction engineering, inspection and testing in the construction 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**

PROJECT, also referred to as the Vann Family Crossing, is a \$7 million pedestrian bridge that will be constructed across Coliseum Boulevard on the west side of Bob Thomas Ford and in front of Mission BBQ. The bridge will carry the Pufferbelly Trail over the roadway. PROJECT is funded with a \$5 million grant from the Vann Family Foundation and CITY funding. It will be necessary for ENGINEER and CITY to keep the donor informed of progress. Biweekly progress meetings will be held. No federal or state funds are involved but coordination with INDOT will be necessary as we are building the bridge within their right of way. ENGINEER will secure a ROW permit from INDOT. ENGINEER will also need to coordinate with INDOT on their HMA resurfacing project in 2026.

The bridge structure will consist of three segments: reinforced concrete approach spans running parallel to Coliseum Boulevard on the south, a steel beam main-span with an architectural (non-structural) arch; and reinforced concrete approach spans running perpendicular to Coliseum Boulevard on the north. The foundation will consist of micropiles in close proximity to underground utilities. An at-grade concrete trail will be constructed to connect the bridge to the existing Pufferbelly Trail, which was constructed in 2025 north of Bob Thomas Ford and on the south side of Coliseum Boulevard. Vehicular railing will be constructed on the south side of Coliseum Boulevard to protect the structure from collision damage. Steel pedestrian railing will be installed along the entire length of the approach and main spans. A cable mesh safety barrier will be installed to protect from objects being thrown from the bridge. Path lighting along the bridge, as well as the architectural lighting on the arch, will be installed. Coliseum Boulevard street lighting will be modified. Lettering signage will be installed on the main span. A stairway and sidewalk connection will be constructed from the north ramp of the bridge for future connectivity to INDOT's sidewalk planned in 2028/29. Coordination with utilities, specifically NIPSCO and City Utilities, is paramount. Close monitoring of Maintenance of Traffic is essential, including coordinating with INDOT. Construction is expected from the late summer of 2026 through the end of 2027.

#### **C. SCOPE OF WORK**

The duty of the ENGINEER is to help manage and inspect the PROJECT improvements including construction drawings, specifications and special provisions. The ENGINEER shall provide the following services:

## **I. Engineering Personnel**

Provide Manager and Inspector for the period of time necessary to complete the construction project. ENGINEER should utilize a full-time person and a part-time person to average 1.5 staff people per week for managing and inspecting the project. ENGINEER will take directions from and report to the City Engineer/CITY Project Manager on all matters concerning contract compliance and administration. ENGINEER will coordinate project activities with the City Engineer/CITY Project Manager. ENGINEER will serve as the CITY's liaison with the contractor, working primarily through the contractor's field superintendent or such other person in authority as designated by the contractor. ENGINEER should be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to CITY.

## **II. Description of Services**

- A. Attend the Pre-Bid meeting and take minutes. Distribute the minutes within 7 days.
- B. Review the construction schedule prepared by the contractor for compliance with the contract and give the CITY detailed documentation concerning its acceptability.
- C. Schedule biweekly progress meetings during construction. Take minutes and distribute within 7 days.
- D. Send CITY a weekly email to report on progress over the past week and what work is expected in the coming week.
- E. Assist CITY in obtaining from the contractor a list of its proposed suppliers and subcontractors.
- F. Coordinate with INDOT and utilities.
- G. Assist CITY in obtaining from the contractor additional details or information when needed at the job site for proper execution of work.
- H. Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
- I. Obtain field samples of materials and deliver to the site as required by the State/CITY and deliver such samples to the CITY Test Lab.
  1. CITY will provide standard asphalt testing.
  2. CITY has flexural beam break equipment. ENGINEER will make the concrete test beams at appropriate intervals and deliver to CITY Test Lab for testing.
  3. ENGINEER will provide the following testing:
    - a. Normal concrete testing (air, yield, slump, W/C ratio and aggregate correction factor) for concrete items.
    - b. Compaction testing (DCP and/or LWD) and moisture testing is required for all subgrade, subbase and foundation soil.
  4. No testing is required
    - a. Bearing pads (Type C Certification)
    - b. High strength bolts, nuts and washers (Type C Certification)
    - c. QC/QA-HMA (HMA will follow INDOT Standard Specification 402)
    - d. Architectural elements (lighting, screening, signage, etc; Type C Certification)
  5. ENGINEER will provide a Geotechnical Engineer to be present during the load testing of the micropiles. Plan for five days in the field, review of the test

results, meetings before and after the tests and assistance in responding to RFIs. A not-to-exceed work allowance of \$20,000 based upon time and material is provided.

J. Shop Drawings

1. Receive shop drawings and falsework drawings. Check for completeness and then forward to CITY and design engineer for approval.
2. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with Contract Documents.
3. Alert the contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise CITY when ENGINEER believes it is necessary to disapprove work as failing to conform with Contract Documents.

K. Review of Work, Inspection and Tests

1. Conduct on-site inspections for the CITY of the work in progress as a basis for determining that the project is proceeding in accordance with the specification within the Contract Documents.
2. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana State Highway Commission Construction Manual and in accordance with current accepted practices.
3. Accompany visiting inspectors, representing CITY and INDOT having jurisdiction over this project and the right of way, and report details of such inspection by CITY and INDOT.
4. Verify that required testing has been accomplished.

L. Consider and evaluate the contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to CITY.

M. Records

1. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
2. Keep daily reports, or a logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such daily reports or logbook to CITY.
3. Maintain for CITY a record of names, addresses and telephone numbers of all subcontractors and major material suppliers.
4. Maintain a set of drawings on which authorized changes are noted and deliver to CITY upon request or at the completion of the project.
5. Prepare the Final Construction Record and Final Estimate.
6. Prepare and submit As-Built Drawings to CITY.
7. Review erosion control reports produced by contractor.

N. Furnish to CITY biweekly progress reports, including contractor's compliance with the approved construction schedule.

O. Prepare progress estimates for periodic partial payments to the contractor and deliver to CITY for review and processing. The payments to the contractor will be

based upon estimates of the value of work performed and materials complete in place in accordance with the Contract.

- P. The ENGINEER will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction.
- Q. The ENGINEER will assist CITY in negotiating change orders and will prepare change orders to submit to CITY for approval.
- R. The ENGINEER will be required to regulate its work week to conform to the contractor's hours in accordance with the directions from CITY. If work is suspended, all matters concerning contract compliance and administration are complete, the services of ENGINEER may also be suspended without cost to the PROJECT.
- S. The ENGINEER will administer the Contract in accordance with CITY procedures.
- T. ENGINEER acknowledges and agrees that ENGINEER, a firm associated with the ENGINEER or an individual associated with the ENGINEER cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings and shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section, a firm is associated with the ENGINEER if the individual is an employee of the ENGINEER or an employee of a firm associated with the ENGINEER.

#### **D. SCHEDULE**

The project will be let by the City in July 2026 with construction beginning as early as September 2026. Completion is expected by end of 2027. Notice to Proceed is expected by: July 1, 2026.

## **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**

Assist the ENGINEER in obtaining copies of 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.

Assist the ENGINEER in obtaining existing CITY utility maps, aerial maps and contour maps that are readily available in Citizens Square.

**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 \$557,700 as summarized in attached Attachment 1.

Fee above includes a work allowance of a not-to-exceed \$20,000 based upon time and material provided for Geotechnical Engineering Subconsultant.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Exhibit A - C. All Reimbursable costs incurred for the project will be invoiced at cost plus 0 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 0 percent for administrative costs. The ENGINEER will obtain written CITY approval before authorizing these services.

**B. BILLING AND PAYMENT**

1. Timing/Format

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

2. Billing Records

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

**PART IV  
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 by 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

Revised 4/14/2026

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.
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, Port 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.

## E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Engineering Resources, Inc.

Name of Company



Company Representative Signature

President

Title

### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who being first duly sworn upon his/her oath states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

WITNESS my hand and swear this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Signature of Notary Public

Resident of \_\_\_\_\_ County

Printed Name



March 13, 2026

Dawn Ritchie, Greenways Manager  
City of Fort Wayne  
Citizens Square  
200 East Berry Street, Suite 210  
Fort Wayne IN 46802

Subject: Fee Proposal  
Pufferbelly Pedestrian Bridge over Coliseum Blvd (SR 930)  
Construction Engineering (CE) Phase Services

Dear Ms. Ritchie,

We thank you for selecting Engineering Resources as one of the final firms related to the Construction Engineering (CE) phase services for this project. As requested, we are submitting our fee estimate to complete these services. This fee estimate is for time and materials services which are subject to many variables. It was our goal to provide a realistic approach to estimating the amount of time needed to complete the work. However, we will only invoice for the services required to complete the project.

## 1. PROJECT DESCRIPTION

The project, also referred to as the Vann Family Crossing, is a \$7 million pedestrian bridge that will be constructed across Coliseum Boulevard on the west side of Bob Thomas Ford and in front of Mission BBQ. The bridge will carry the Pufferbelly Trail over Coliseum Blvd. It is funded with a \$5 million grant from the Vann Family Foundation and City of Fort Wayne funding. Biweekly progress meetings will be held. No federal or state funds are involved but coordination with INDOT will be necessary as the bridge is within their right of way. The City will secure a right-of-way permit from INDOT and coordination with INDOT on their HMA resurfacing project in 2026 will be required.

The bridge structure will consist of three segments: reinforced concrete approach spans running parallel to Coliseum Boulevard on the south, a steel beam main-span with an architectural (non-structural) arch; and reinforced concrete approach spans running perpendicular to Coliseum Boulevard on the north. The foundation will consist of micropiles in close proximity to underground utilities.

There are other safety, aesthetic and lighting features that are also included in the project as well as utility relocations. Maintenance of traffic will require special attention.

## 2. PRIME CONSULTANT AND SUBCONSULTANTS

Engineering Resources, Inc. (ERI) serves as the prime consultant, overseeing all CE phase services for this contract. To ensure sufficient inspection personnel are available to address potential project needs, our team has been expanded to include an additional firm. A&Z Engineering LLC. (A&Z), a local organization with qualified construction inspection staff, has joined our team. They have significant construction inspection experience with the City of Fort Wayne.



**ENGINEERING**  
RESOURCES, INC.

There are no DBE requirements associated with this contract. The contact information for each consultant providing services on this project is shown below.

| Engineering Resources, Inc.                   |
|-----------------------------------------------|
| 4175 New Vision Drive<br>Fort Wayne, IN 46845 |
| Kurt Heidenreich, PE, SE, CPESC<br>President  |
| 260-490-1025                                  |
| kurt@eri.consulting                           |

| A&Z Engineering LLC                                      |
|----------------------------------------------------------|
| 1220 Ruston Pass<br>Fort Wayne, IN 46825                 |
| Mark G. Voss<br>Vice President, Inspection Dept. Manager |
| 260-750-7784                                             |
| mark@az-engineering.net                                  |

### 3. FORM OF AGREEMENT, MANHOUR JUSTIFICATION, and BREAKDOWN OF FEE

Our certified 2026 average hourly rates were used to develop the negotiated labor rates using an overhead rate of 151.55% and a profit rate of 15%. See Exhibit B for our negotiated labor rates. A detailed fee estimate breakdown for the project is included as Exhibit A.

The request for estimated time included 1.5 people per week. However, during the summer months, there will be times when two people will be needed to cover work on the north and south sides of Coliseum. Also, during the summer months, the contractor will likely work more than 40 hours in a week. As such, we included a 10% increase in fees to cover overtime hours.

We have included our subconsultants labor rates in Exhibit C. These rates will be used on an as-needed basis during construction. We estimated 16.5% for A&Z, which exceeds the requirements for a 15% local subconsultant.

| Pufferbelly Pedestrian Bridge over Coliseum Blvd |                  |
|--------------------------------------------------|------------------|
| Construction Engineering (CE) Services           | Fee              |
| Construction Inspection                          | \$557,700        |
| <b>Total Fee</b>                                 | <b>\$557,700</b> |



As the Engineer of Record (EOR) for this project, ERI will need to provide construction phase services related to shop drawing reviews and contractor questions during construction. The attached fee estimate was provided previously to explain the cost associated with those services if ERI was not selected to provide construction inspection on this project. The fee in that case would be \$92,100, which is based on 2025 rates.

If ERI is selected for construction inspection, the City will achieve cost savings resulting from the constant on-site presence of a representative of the EOR. Introducing a separate firm to provide construction inspection services will require additional communication and duplication of effort that would not be necessary if the CE services were provided by the EOR. Our revised construction phase services for the EOR is also attached. This fee would be reduced to \$51,800 which is a savings of \$40,300 if these services are combined with construction inspection.

Please note the above-mentioned EOR construction phase service fees are not included in the total fees provided for construction inspection. We have included the \$20,000 Terracon micropile testing allowance in the total fee for the CE services.

Thank you for the opportunity to submit our fee estimate for these CE services. If you concur with the above, please process the PSA agreement for our signature.

If you have any questions or require additional information, please feel free to contact me via email or at 260-490-1025.

Sincerely,

Engineering Resources, Inc.

Kurt Heidenreich, PE, SE, CPESC  
President

Troy Larkins, PE, SE  
Project Manager

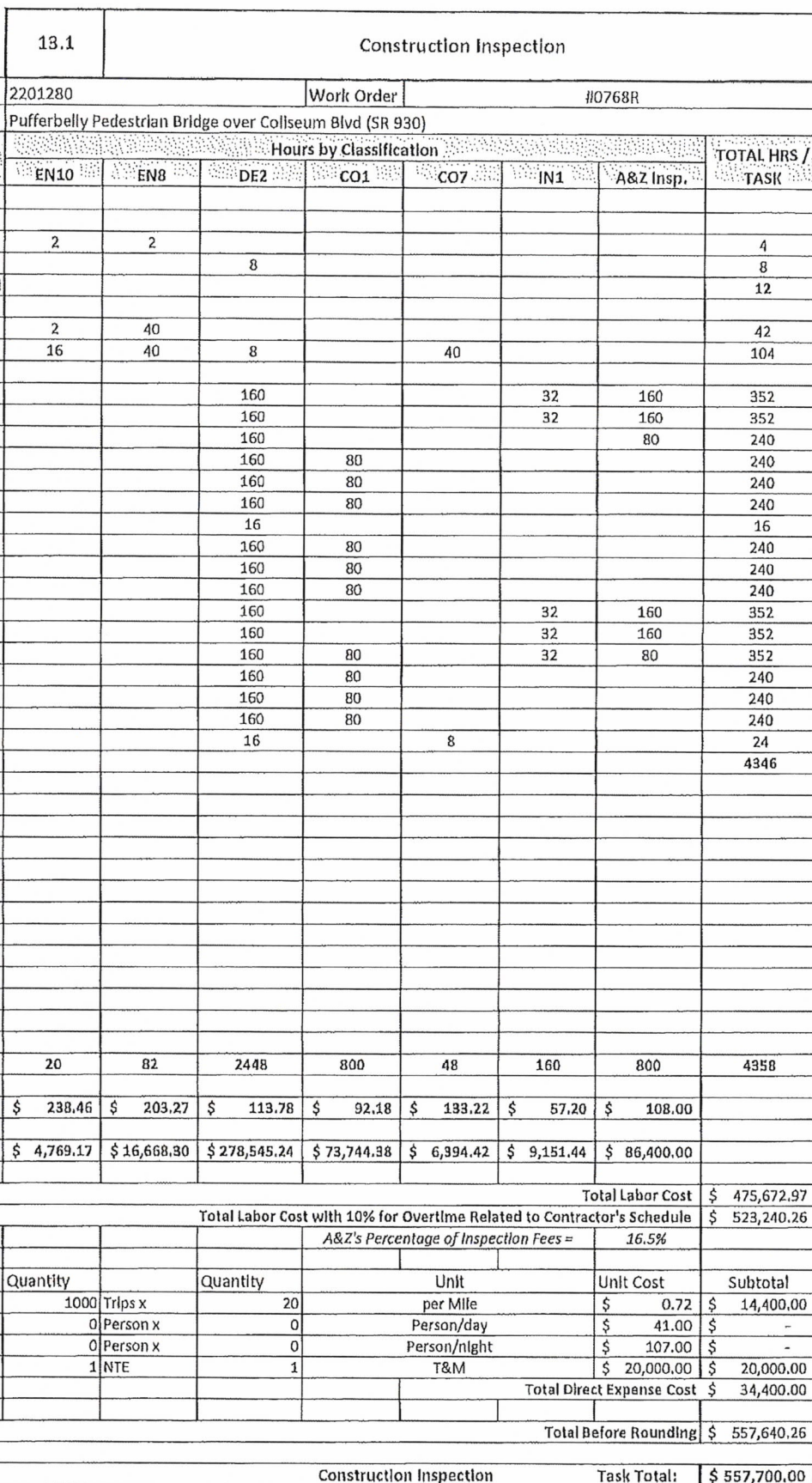
ATTACHMENTS:

- Exhibit A. Detailed Schedule of Consultant Fees
- Exhibit B. Negotiated Labor Rate Calculations
- Exhibit C. A&Z Billing Rates
- Exhibit D. ERI Construction Phase EOR Services Fee Estimate w/o Construction Inspection
- Exhibit E. ERI Construction Phase EOR Services Fee Estimate w/ Construction Inspection



# EXHIBIT A

## DETAILED SCHEDULES OF CONSULTANT FEES





# EXHIBIT B

## NEGOTIATED LABOR RATE CALCULATIONS

Engineering Resources, Inc.  
City of Fort Wayne  
Pufferbelly Pedestrian Bridge over Coliseum Blvd (SR 930)

| Direct Labor | O/H Rate | DL   | ECI     | D/L, O/H | Profit  | D/L, OH,  | FCCM    | Billing |
|--------------|----------|------|---------|----------|---------|-----------|---------|---------|
| \$ 1.00      | 151.55%  | & OH | 0.00%   | & ECI    | 15.00%  | ECI & Fee | 0.32%   | Rate    |
| \$ 1.52      | \$ 2.52  | \$ - | \$ 2.52 | \$ 0.38  | \$ 2.89 | \$ 0.00   | \$ 2.90 |         |

Proposed Date of Certified Paid Hourly Rates 1/6/2026

Proposed Escalation rate % Escalation of the Labor Rate 289.60%

Rate Limit for Contracts Signed 7/1/2025 - 6/30/2026 \$82.34 Max Billing Rate \$238.46

| Certified Payroll Labor Classification or Project Classification | Certified Hourly Pay | Cap Waiver Approved? (Y or N) | Escalation Rate | Proposed Billing Rate | Premium Overtime Qualified? (Y or N) | Premium Overtime Rate |
|------------------------------------------------------------------|----------------------|-------------------------------|-----------------|-----------------------|--------------------------------------|-----------------------|
| EN1                                                              | \$ 37.08             | N                             | 289.60%         | \$ 107.38             | N                                    |                       |
| EN2                                                              | \$ 41.53             | N                             | 289.60%         | \$ 120.27             | N                                    |                       |
| EN3                                                              | \$ 45.13             | N                             | 289.60%         | \$ 130.70             | N                                    |                       |
| EN4                                                              | \$ 48.44             | N                             | 289.60%         | \$ 140.28             | N                                    |                       |
| EN5                                                              | \$ 52.64             | N                             | 289.60%         | \$ 152.45             | N                                    |                       |
| EN6                                                              | \$ 55.93             | N                             | 289.60%         | \$ 161.97             | N                                    |                       |
| EN7                                                              | \$ 61.48             | N                             | 289.60%         | \$ 178.05             | N                                    |                       |
| EN8                                                              | \$ 70.19             | N                             | 289.60%         | \$ 203.27             | N                                    |                       |
| EN9                                                              | \$ 82.34             | N                             | 289.60%         | \$ 238.46             | N                                    |                       |
| EN10                                                             | \$ 82.34             | N                             | 289.60%         | \$ 238.46             | N                                    |                       |
| DE2                                                              | \$ 39.29             | N                             | 289.60%         | \$ 113.78             | Y                                    | \$ 133.43             |
| DE3                                                              | \$ 40.19             | N                             | 289.60%         | \$ 116.39             | N                                    |                       |
| DE4                                                              | \$ 48.08             | N                             | 289.60%         | \$ 139.24             | N                                    |                       |
| DE5                                                              | \$ 44.47             | N                             | 289.60%         | \$ 128.79             | N                                    |                       |
| DE7                                                              | \$ 57.46             | N                             | 289.60%         | \$ 166.41             | N                                    |                       |
| CO1                                                              | \$ 31.83             | N                             | 289.60%         | \$ 92.18              | Y                                    | \$ 108.10             |
| CO5                                                              | \$ 42.00             | N                             | 289.60%         | \$ 121.63             | Y                                    | \$ 142.63             |
| CO7                                                              | \$ 46.00             | N                             | 289.60%         | \$ 133.22             | Y                                    | \$ 156.22             |
| IN1                                                              | \$ 19.75             | N                             | 289.60%         | \$ 57.20              | Y                                    | \$ 67.07              |
|                                                                  |                      |                               |                 |                       |                                      |                       |



# EXHIBIT C

## A&Z BILLING RATES



A&Z Engineering, LLC  
2026 Hourly Rate Schedule

| Classification                                                                                      | Invoice Rate |
|-----------------------------------------------------------------------------------------------------|--------------|
| Principal                                                                                           | \$ 215.00    |
| Office Manager                                                                                      | \$195.00     |
| Department Manager, PE /<br>Senior Project Manager, PE /<br>Senior Consultant                       | \$ 180.00    |
| Senior Project Engineer, PE /<br>Project Manager                                                    | \$ 165.00    |
| Senior Engineer, PE / Senior Surveyor, PLS /<br>Senior Designer / Senior Construction<br>Supervisor | \$ 150.00    |
| Engineer / Surveyor / Designer                                                                      | \$140.00     |
| Senior Technician / Senior Construction<br>Inspector / Senior RPR                                   | \$ 130.00    |
| Technician / Construction Inspector                                                                 | \$ 108.00    |
| Administrative                                                                                      | \$ 95.00     |
| Intern Technician / Intern Construction<br>Inspector                                                | \$ 90.00     |
| One Person Survey Crew                                                                              | \$ 145.00    |
| Two Person Survey Crew                                                                              | \$ 195.00    |

Rates are subject to revision on January 1, 2027.

2026 Reimbursable Expense Schedule

| Expense Item           | Expense Rate           |
|------------------------|------------------------|
| Mileage                | \$ 0.72/mile**         |
| Photocopies            | \$ 0.50/sheet (8.5x11) |
| Bond -- AutoCAD plot   | \$ 2.00/sheet (24x36)  |
| Subconsultant Services | Cost + 10%             |

\*\* Or current IRS standard mileage rate

## DIGEST SHEET

Department: Greenways

Resolution Number: 0768R

Title of Ordinance: Approval of Professional Services Agreement between the City of Fort Wayne and Engineering Resources, Inc. for Construction Inspection and Management of the Pufferbelly Pedestrian Bridge over Coliseum Boulevard/State Road 930

Amount of Contract: Not to exceed \$557,700

Description of Project (Be Specific): The Pufferbelly Trail Pedestrian Bridge, also referred to as the Vann Family Crossing, is a \$7 million pedestrian bridge that will be constructed across Coliseum Boulevard on the west side of Bob Thomas Ford and in front of Mission BBQ. The bridge will carry the Pufferbelly Trail over the roadway. Once completed, the bridge will connect 130 miles of trails in our community. The bridge is funded with a \$5 million grant from the Vann Family Foundation and City funding. Coordination with INDOT is necessary as we are building the bridge within their right of way.

The bridge structure consists of three segments: reinforced concrete approach spans running parallel to Coliseum Boulevard on the south, a steel beam main-span with an architectural (non-structural) arch; and reinforced concrete approach spans running perpendicular to Coliseum Boulevard on the north. The foundation will consist of micropiles in close proximity to underground utilities. An at-grade concrete trail will be constructed to connect the bridge to the existing Pufferbelly Trail, which was constructed in 2025 north of Bob Thomas Ford and on the south side of Coliseum Boulevard. Vehicular railing will be constructed on the south side of Coliseum Boulevard to protect the structure from collision damage. Steel pedestrian railing will be installed along the entire length of the approach and main spans. A cable mesh safety barrier will be installed to protect from objects being thrown from the bridge. Path lighting along the bridge, as well as architectural lighting on the arch, will be installed. Lettering signage will be installed on the main span. A stairway and sidewalk connection will be constructed from the north ramp of the bridge for future connectivity to INDOT's sidewalk planned in 2028/29. Construction is expected from the September 2026 through the end of 2027.

Implications if not Approved: We will lose a \$5 million gift from the Vann Family Foundation. We will also be left with a gap in the Pufferbelly Trail and the larger trail network.

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

Additional Comments: We followed the Competitive Sealed Proposal Process for consultant selection. Six firms provided their qualifications. Four City employees scored the six 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 Engineering Resources as the most responsive firm. They also had the lowest fee, and they are the firm that designed the bridge. The Agreement has been reviewed and approved by the Board of Public Works.

**BILL NO. S-26-06-41**

## **REPORT OF COMMITTEE ON PUBLIC WORKS**

**July 7, 2026**

***Paul Ensley Chair***

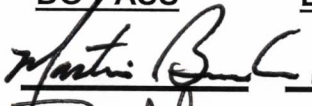
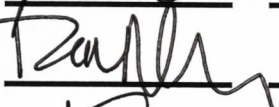
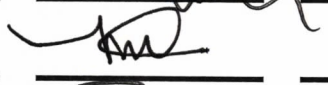
***Michelle Chambers Co-Chair***

***All Council Members***

An Ordinance approving Professional Services Agreement – Pufferbelly Pedestrian Bridge over Coliseum Boulevard/State Road 930 - Work Order #0768R –between Engineering Resources, Inc. and the City of Fort Wayne, Indiana, by and through its the Board of Public Works

*Involving a cost not to exceed \$557,700.00*

**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>        |  |                    |                |

**JOHN D. MCGAULEY  
CITY CLERK**



Public Hearing Date: N/A

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

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

Read the third time in full and on motion by Councilperson Ensley, 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 type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| JEHL               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| MYERS              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| PADDOCK            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

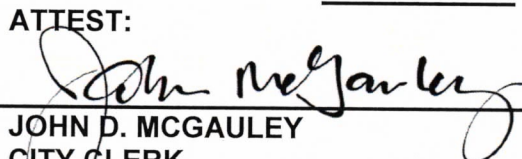
DATED: July 14, 2026

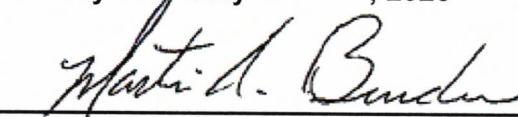
  
JOHN D. MCGAULEY, CITY CLERK

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

Special Ordinance No. S-26-06-41 on the 14th day of July, 2026

ATTEST:

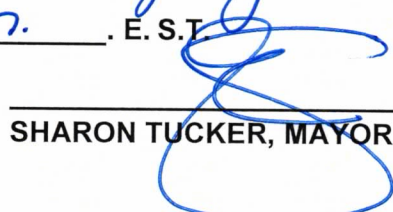
  
JOHN D. MCGAULEY  
CITY CLERK

  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th of July 2026, at the hour of 10:00 o'clock A.M. E.S.T.

  
JOHN D. MCGAULEY, DEPUTY CITY CLERK

Approved and signed by me this 17th day of July 2026, at the hour of 10:35 o'clock A.M. E.S.T.

  
SHARON TUCKER, MAYOR

Fort Wayne Indiana  
Office of the City Clerk

JUL 17 2026

RECEIVED