

BILL NO. S-16-10-05

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSULTING
CONTRACT - MAPLECREST ROAD
IMPROVEMENTS - STATE BLVD TO
STELLHORN ROAD - RIGHT-OF-WAY
SERVICES - W.O.#12269 - (\$1,053,000.00)
between BUTLER FAIRMAN & SEUFERT, INC.
and the City of Fort Wayne, Indiana, in connection
with 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 CONSULTING CONTRACT -
MAPLECREST ROAD IMPROVEMENTS - STATE BLVD TO STELLHORN
ROAD - RIGHT-OF-WAY SERVICES - W.O.#12269 - (\$1,053,000.00) by and
between BUTLER FAIRMAN & SEUFERT, 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
Right-of- Way Acquisition services including appraisals,
appraisal reviews, buying, and condemnation services. The
limits of the project are Maplecrest Road between State
Blvd and Stellhorn Road, which is to be widened to 5 lanes
(2-lanes in each direction with a center turn lane where
needed). Project also includes new storm sewers, water
line, street lighting, and landscaping. The project requires
land to be purchased from 110 parcels:

1 involving a total cost of ONE MILLION FIFTY-THREE THOUSAND AND
2 00/100 DOLLARS - (\$1,053,000.00). A copy of said Contract is on file with the
3 Office of the City Clerk and made available for public inspection, according to
4 law.

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6 **SECTION 2.** That this Ordinance shall be in full force and effect
7 from and after its passage and any and all necessary approval by the Mayor.
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10 _____
11 Council Member

12 APPROVED AS TO FORM AND LEGALITY

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14 _____
15 Carol Helton, City Attorney
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LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of Oct. 5th, 2016 ("Effective Date") by and between CITY OF FORT WAYNE, acting by and through its BOARD OF PUBLIC WORKS ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a company organized under the laws of the State of Indiana.

Des. No.: 1173162

Project Description: Right-of-Way Services for Maplecrest Road Added Travel Lanes between State Boulevard and Stelthorn Road

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide Right-of-Way Services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Right-of-Way Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I. SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 1, 2020. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 1,053,000.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

Notices to the LPA shall be sent to:

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

Notices to the CONSULTANT shall be sent to:

Butler Fairman & Seufert, Inc.
8350 Westfield Boulevard, Suite 300
Indianapolis, IN 46240-8302

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

35. **Termination for Default.**

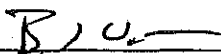
- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

Non-Collusion.

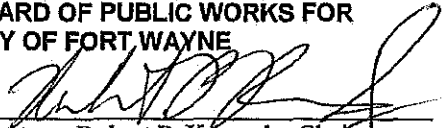
The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

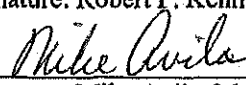
In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

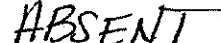
CONSULTANT
BUTLER, FAIRMAN & SEUFERT, INC.


Signature: Bradley D. Watson, P.E.
Executive Vice President

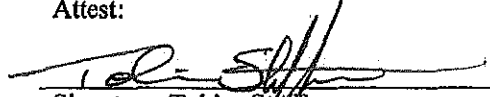
LOCAL PUBLIC AGENCY
BOARD OF PUBLIC WORKS FOR
CITY OF FORT WAYNE


Signature: Robert P. Kennedy, Chair

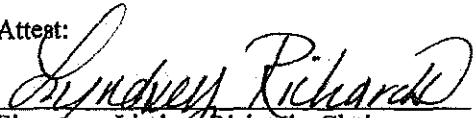

Signature: Mike Avila, Member


Signature: Kumar Menon, Member

Attest:


Signature: Tobias Steffen
Client Services

Attest:


Signature: Lindsey Richards, Clerk

B. APPRAISING

1. The appraisers are Griffin Real Estate Services, Inc., Attn. Lowell K Griffin, MAI, 202 W Berry St., Suite 820, Ft. Wayne, IN 46802; Verne V Mitchell & Associates, Inc., Attn. Verne V Mitchell, MAI, 202 W Berry St., Suite 240, Ft. Wayne, IN 46802; Misner & Associates, Inc., Attn. Larry D Misner, MAI, 127 W Berry St., Suite 1112, Ft. Wayne, IN 46802; and the CONSULTANT each herein referred to as the Appraiser, shall perform the appraisal work covered by this Contract. The Appraiser shall be a licensed real estate appraiser in the State of Indiana, and pre-qualified by the Indiana Department of Transportation.
3. No work by the Appraiser shall be sublet, assigned or otherwise performed by anyone other than the Appraiser.
4. Subsection 14 of Section V shall not apply to the Appraiser. Should the quality and/or progress of the appraisals be deemed unsatisfactory, the LOCAL PUBLIC AGENCY may terminate the services of the Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have been rendered by the Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the LOCAL PUBLIC AGENCY.
5. The Appraiser shall give the owner(s) of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel. Waiver Valuation reports do not require an owner contact unless otherwise directed by the LPA.
7. The appraisals shall meet the standards set out in the most recent addition of the Indiana Department of Transportation's Real Estate Division Manual as approved by the Federal Highway Administration. The Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws. Any appraisal that does not meet such requirements shall be further documented or re-appraised as the case may be without additional compensation to the Appraiser. The appraiser will enter all information into the INDOT LPA-LRS system as required.
8. The Appraiser agrees to furnish one original and a Pdf file of the appraisal report. The copies should have original colored pictures or pages and one copy must be on green paper.
9. All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The Appraiser shall take all necessary steps to ensure that neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the LOCAL PUBLIC AGENCY, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the LOCAL PUBLIC AGENCY to reveal the communication to another designated party.

designation herein as the Buyer. The Buyer shall be a licensed real estate broker in the State of Indiana, and pre-qualified by the Indiana Department of Transportation.

2. No work by the Buyer shall be sublet, assigned or otherwise performed by anyone other than the Buyer.
3. The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.
4. The Buyer shall perform the services under this Agreement in compliance with the most recent edition of the Indiana Department of Transportation's Real Estate Division Manual. The buyer will enter all information into the INDOT LPA-LRS system as required.
5. All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he/she does not divulge any of this information to anyone other than a duly authorized representative of the LOCAL PUBLIC AGENCY, Indiana Department of Transportation, or Federal Highway Administration unless authorized in writing by the LOCAL PUBLIC AGENCY to reveal the information to another designated party.
6. Subsection 14 of Section V shall not apply to the Buyer. Should the quality and/or progress of the buying be unsatisfactory, the LOCAL PUBLIC AGENCY may terminate the services of the Buyer by giving five (5) days written notice. The earned value of the work performed shall be based upon the percentage of work completed at the time of the termination. All records of the Buyer and work completed or partially completed, shall become the property of the LOCAL PUBLIC AGENCY.

E. LEGAL SERVICES (CONDEMNATION PARCELS)

1. Beers Mallers Backs & Salin LLP, Attn. Pete Mallers, II, Attorney, 110 West Berry Street, Suite 1100, Fort Wayne, Indiana 46802 shall perform the eminent domain legal services work covered by this contract and designation herein as the Attorney. The Attorney shall be a licensed attorney in the State of Indiana, and have the experience in conduction condemnation litigation on public projects.
2. No work by the Attorney shall be sublet, assigned or otherwise performed by anyone other than the Attorney.
3. The Attorney shall make every reasonable effort to secure possession of the assigned parcel expeditiously and as set out in IC 32-24 titled EMINENT DOMAIN.
4. The Attorney shall perform the services under this Agreement in compliance with the most recent IC 32-24 titled EMINENT DOMAIN statute.
5. The Attorney shall provide no less than the following to the CONSULTANT and the LOCAL PUBLIC AGENCY, for parcel certification; copy of the filed Complaint; copy of Court Appropriation order; copy of Court Appraisal Report; copy of the receipt from the Clerk of the Courts reflecting payment of the award and court appraisers, copy of Order of Possession stamped by the County Auditor; and copy of recorded Finding and Judgement.
6. The CONSULTANT will provide additional services to the Attorney as requested to secure the condemnation.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

All work by the CONSULTANT under this Contract shall be completed and delivered to the LOCAL PUBLIC AGENCY no later than 540 calendar days after notification to proceed from the LOCAL PUBLIC AGENCY.

For the purposes of contract control the work shall be submitted by the CONSULTANT to the LOCAL PUBLIC AGENCY for review and approval within the following approximate time periods:

A. Appraisals and documentation

Within 150 days after completion and acceptance of the Right-of-Way Engineering.

B. Review Appraisals and documentation

Within 30 days after receipt of each appraisal from the Appraiser.

C. Buying and documentation

Within 180 days after receipt of Notice to Proceed with buying on each parcel.

D. Condemnation

Condemnation proceedings to reach deposit of court appraisal award and appropriation order to the County Auditor in 180 days or less.

B. Method of Payment

1. The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY not more often than once per month during the progress of the work, for payment on account for the work completed. Minor adjustments in the categories of Appraisal Fee, Review Appraisal Fee, Buying Fee, Right-of-way Management, Legal Services, and Miscellaneous Expenses may occur due to scope change on a parcel or unforeseen expenses. The adjustment may not exceed the total fee without a supplemental.
2. For work performed under Section A of Appendix "A" the LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT for rendering such services the percentage of the work completed.
3. For work performed under the applicable Sections A, B, C and D of Appendix "A", and upon completion of the respective work and its acceptance by the LOCAL PUBLIC AGENCY, the LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT the fees established. No partial payments shall be made on a per parcel fee.
4. Additional services will be charged on an hourly basis as set out in Appendix "D-1". Additional services which could include additional hours by engineer or project manager involving additional parcels, utility relocations, administrative settlements, as directed by the court or Attorney in a condemnation suit, or any additional work as directed by the LPA.
5. For work performed under the Applicable Sections of Appendix "A", and upon completion of the respective work and its acceptance by the LOCAL PUBLIC AGENCY, the LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT the fees established and for direct expenses incurred in order to clear title and secure the parcel. The CONSULTANT will pass through the direct cost expenses without markup. Partial payments shall be made on a percentage basis for the work performed for the Right-of-Way Management.
6. All fees set out for appraising, review appraising and buying will be adjusted according to the INDOT fee table if a change in scope for services is determined. Adjustments will be reflected on the invoice and any overall increase will not exceed \$20,000.00 as set out in Exhibit "A". Any increase in budget categories exceeding the funds allocated in the agreement shall require a supplemental agreement. All sub-consultant invoicing and direct costs for the project will be passed on as invoiced and no markup will be reflected.

TRIER ROAD						
63	Robert M DIdomenico Etux	WV	\$600	\$350	\$1,700	\$1,000
64	Gary L Carnahan	LF	\$4,000	\$1,900	\$1,700	\$1,000
65	Larry H Wlee Etux	WV	\$800	\$350	\$1,700	\$1,000
66	Edward Palira & Kelly Patrice JI Tenants	WV	\$600	\$350	\$1,700	\$1,000
67	Patrick J Madden Etux	LF	\$4,000	\$1,900	\$1,700	\$1,000
68	Carol E Rogers	WV	\$600	\$350	\$1,700	\$1,000
69	Tammy Sorrels	WV	\$600	\$350	\$1,700	\$1,000
70	Jackie R Quaintance Etux	LF	\$4,000	\$1,900	\$1,700	\$1,000
71	Marla J Cox	WV	\$600	\$350	\$1,700	\$1,000
72	Ruben Ramirez Jimenez Etux	LF	\$4,000	\$1,900	\$1,700	\$1,000
73	Yardley Manor Homeowners Association In	VF	\$1,700	\$850	\$1,700	\$1,000
74	Adolfo Gartner	LF	\$4,000	\$1,900	\$1,700	\$1,000
75	Judy N Edgar	WV	\$600	\$350	\$1,700	\$1,000
76	William C Sumerlx	LF	\$4,000	\$1,900	\$1,700	\$1,000
77	Joseph C Habegger	WV	\$600	\$350	\$1,700	\$1,000
78	Jamie Galbraith	WV	\$600	\$350	\$1,700	\$1,000
79	The Davis Family Trust	WV	\$600	\$350	\$1,700	\$1,000
80	Ann N Elliott	WV	\$600	\$350	\$1,700	\$1,000
82	Brandi L Sholar	LF	\$4,000	\$1,900	\$1,700	\$1,000
83	William W Fisher Sr. Etux	LF	\$4,000	\$1,900	\$1,700	\$1,000
84	David W Hoelle Etux	LF	\$4,000	\$1,900	\$1,700	\$1,000
85	Mark Douglas Inc	SF	\$2,500	\$1,200	\$1,700	\$1,000
86	Dawn LaPorte Etal	LF	\$4,000	\$1,900	\$1,700	\$1,000
87	James E Apollo Etux	LF	\$4,000	\$1,900	\$1,700	\$1,000
88	Faustino C Alcantar	LF	\$4,000	\$1,900	\$1,700	\$1,000
89	Thomas R Jones Etux	LF	\$4,000	\$1,900	\$1,700	\$1,000
90	Maplewood Mennonite Church	VF	\$1,700	\$850	\$1,700	\$1,000
91	Juli Lapp Etal (Curtis L Eastes Etux)	LF	\$4,000	\$1,900	\$1,700	\$1,000
92	Kathy L Martin	LF	\$4,000	\$1,900	\$1,700	\$1,000
93	Breanna L Nelson	LF	\$4,000	\$1,900	\$1,700	\$1,000
94	Marina C Lenzer	VF	\$1,700	\$850	\$1,700	\$1,000
94SA	Maplewood Garden Sign	SF	\$2,500	\$1,200	\$1,700	\$1,000
95	Urena L Walker	LF	\$4,000	\$1,900	\$1,700	\$1,000
96	Jason Metzger	LF	\$4,000	\$1,900	\$1,700	\$1,000
97	Issaka Selch Djibril	LF	\$4,000	\$1,900	\$1,700	\$1,000
97SA	Maplewood Garden Sign (Merged 94SA)					
98	Randy Smith Etux	LF	\$4,000	\$1,900	\$1,700	\$1,000
98SA	Maplewood Park Sign	VF	\$1,700	\$850	\$1,700	\$1,000
99	Janie E McGill	LF	\$4,000	\$1,900	\$1,700	\$1,000
100	Jeana Ellis	LF	\$4,000	\$1,900	\$1,700	\$1,000
101	Ramcar Inc	LF	\$10,000	\$4,600	\$1,700	\$1,000
102	Prevall Property LLC	SF	\$2,500	\$1,200	\$1,700	\$1,000
103	Only the Beginning LLP	VF	\$1,700	\$850	\$1,700	\$1,000
104	Maplewood Plaza-Ag LLC	SF	\$2,500	\$1,200	\$1,700	\$1,000
105	Linnington Stellhorn Realty LLC	VF	\$1,700	\$850	\$1,700	\$1,000
106	Plaza at Northwood LLC	SF	\$2,500	\$1,200	\$1,700	\$1,000
107	Target Corporation	SF	\$2,500	\$1,200	\$1,700	\$1,000
108	Indyfort LLC	SF	\$2,500	\$1,200	\$1,700	\$1,000
109	Tri-State Property Management Inc	SF	\$2,500	\$1,200	\$1,700	\$1,000
110	BR Associates	VF	\$1,700	\$850	\$1,700	\$1,000
111	Chancel Sutaphong	VF	\$1,700	\$850	\$1,700	\$1,000
112	Reid Trust; John M Reid, Trustee	SF	\$2,500	\$1,200	\$1,700	\$1,000
113	Ricker Oil Compabny Inc.	SF	\$2,500	\$1,200	\$1,700	\$1,000
114	Tellman Real Estate Inc	LF	\$10,000	\$4,600	\$1,700	\$1,000
115	BKD Maplecrest Stellhorn LLC	SF	\$2,500	\$1,200	\$1,700	\$1,000
117	Zeluzhni Genadi	VF	\$1,700	\$850	\$1,700	\$1,000
Total Parcels = 115			\$280,700	\$140,850	\$185,500	\$115,000
			\$431,650			

Total Appraising	\$290,700
Total Review Appraising	\$140,850
Total Buyer Fee (Includes Title Update)	\$195,500
Sub - Total	\$627,050
ROW Management (Lsum)	\$115,000
Legal Services (Est. 15 Parcels: Hourly Not to Exceed)	\$150,000
ROW Survey - NA (PE Contract)	\$0
Miscellaneous Expenses & Fees (Cost-to-Cure, Mortgage Release Fees)	\$110,950
Sub-Total	\$1,003,000
Appraisal & Buying Parcel Scope Changes	\$20,000
Additional Services (Hourly Not to Exceed)	\$30,000
Total Right-of-Way Services	\$1,053,000



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Michael R. Pence, Governor
Brandye Hendrickson,
Commissioner

March 22, 2016

Mr. Bradley D. Watson, Executive Vice President
Butler, Fairman, & Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, IN 46240

Dear Mr. Watson:

We have performed a cognizant review of the audit and supporting workpapers of the Indirect Cost Rate of Butler, Fairman, & Seufert, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended September 30, 2015 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit and supporting workpapers for the Indirect Cost Rate and the related Audit Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rate(s):

Corporate: 165.06%
Facilities Capital Cost of Money (FCCM): 0.23%

Yours truly,

David E. Brewer
Manager of External Audit

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 03/23/2016

Butler, Fairman and Seufert, Inc.

Valid Work Groups

Effective: 03/22/2016

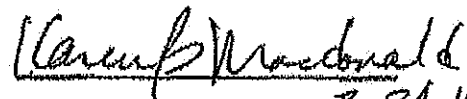
Expires on: 09/30/2017

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Vandenberg, Thomas S
2.2	Traffic Forecasting	Vandenberg, Thomas S
3.1	Non-Complex Traffic Capacity and Operations Analysis	Vandenberg, Thomas S
3.2	Complex Traffic Capacity and Operations Analysis	Vandenberg, Thomas S
4.1	Traffic Safety Analysis	Vandenberg, Thomas S
5.1	Environmental Document Preparation - EA/EIS	Davenport, Aaron L
5.2	Environmental Document Preparation - OE	Davenport, Aaron L
5.3	Environmental Document Preparation - Section 4(f)	Davenport, Aaron L
5.4	Ecological Surveys	Bennett, Neal E
5.5	Wetland Mitigation	Bennett, Neal E
5.6	Waterway Permits	Bennett, Neal E
5.8	Noise Analysis and Abatement Design	Davenport, Aaron L
5.10	Historical/Architectural Investigations	Anderson MS, Britta A
5.11	ESA Screening, Phase I and Phase II, Remedial Design	Scott, Ryan L
6.1	Topographic Survey Data Collection	Neal, Mark W Nick, Randall A

[Handwritten Signature]
3-24-16

Work Type Code	Work Type Description	Qualifying Person(s)
14.4	Small Structure and Miscellaneous Structure Inspections	Olson, Jonathan D Scott, Michael D
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Olson, Jonathan D
15.1	Bicycle/Pedestrian Trail Planning & Design	Hamersly, Alan L
15.1	Landscape Architecture	Griffin, Jason G
15.1	Transportation Enhancement Projects	Hamersly, Alan L

cc: Prequalification File


 Karen B. Macdonald, P.E. 3-24-16
 Prequalification Engineer

Local Public Agency - Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between Butler Fairman Seufert, Inc. and the City of Fort Wayne the Local Public Agency (LPA); DES number 1173162, Project Description: Maplecrest Road from East State Boulevard to Stellhorn Road ("Contract"), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21 (Insurance - Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

Griffin Real Estate Services, Inc.
Subconsultant Firm Name

Lowell K Griffin, MA
Lowell K Griffin, MA

Date

6-21-16

For LPA:

City of Fort Wayne, IN

Shan Gunawardena, P.E., City
Engineer/ ERC

Date

09/26/16

Local Public Agency - Subconsultant Acknowledgment

RECITALS

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For Subconsultant:

Misner & Associates, Inc.
Subconsultant Firm Name

Larry D Misner, MAI

Date

6/22/16

For LPA:

City of Fort Wayne, IN

Shan Gunawardena, P.E., City Engineer/ ERC

Date

09/26/16

Local Public Agency - Subconsultant Acknowledgment

RECITALS

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For Subconsultant:

Repp Real Estate Services LLC (DBE)
Subconsultant Firm Name

Katie Repp
Katie Repp, Member

6/21/2016
Date

For LPA:

City of Fort Wayne, IN

Shan Gunawardena
Shan Gunawardena, P.E., City
Engineer/ ERC

07/26/16
Date

Local Public Agency - Subconsultant Acknowledgment

RECITALS

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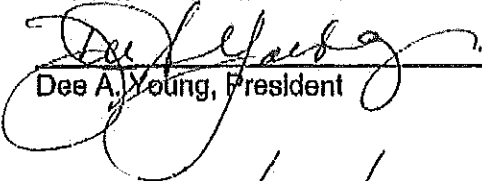
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For Subconsultant:

Dee A. Young, Inc. d/b/a New Day (DBE)
Subconsultant Firm Name

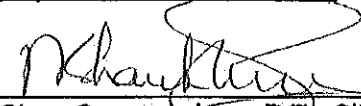

Dee A. Young, President

Date

6/22/2016.

For LPA:

City of Fort Wayne, IN


Shan Gunawardena, P.E., City
Engineer/ ERC

Date

07/26/16.



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

June 01, 2016

Prequalification Section
(317) 232-5095

Dee Young
New Day
PO Box 47345
Indianapolis, IN 462470345

Re: Consultant Prequalification

The Consultant Prequalification Financial Update Application submitted on 5/31/2016 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 6/1/2016. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2017. Your General/Technical approval will expire on 6/30/2016.

Your firm's annual contracting capacity for the Limited Services Level is \$150,000.00 for the fiscal period that ended on 12/31/2015. Under the Limited Services Level, your firm is approved for lump sum or negotiated billing rate agreements.

Your firm's annual contracting capacity for the Unit Price Services Level is \$150,000.00 for the fiscal period that ended on 12/31/2015. Unit Price payments are only allowed for certain work types.

You may submit a Financial Modification Application through PSCS to request one of the full financial levels; CPA Audit, Cognizant Audit, or Self-Certified. Full financial level submissions will be reviewed by INDOT's External Audit Section.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 30 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Prequalification Research Analyst at 317-234-4917 if you have any questions.

cc: Prequalification File

Respectfully,

Karen B. Macdonald, P.E.
Prequalification Engineer

Local Public Agency - Subconsultant Acknowledgment

RECITALS

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For Subconsultant:

For LPA:

Comprehensive Land Procurement LLC (DBE) City of Fort Wayne, IN
Subconsultant Firm Name

Angela W. Deddish
Angela W Deddish, Member

Shan Gunawardena
Shan Gunawardena, P.E., City
Engineer/ ERC

June 22, 2016

Date

09/26/16

Date

Local Public Agency - Subconsultant Acknowledgment

RECITALS

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WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21 (Insurance - Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

Beers Mellers Backs & Salin, LLP
Subconsultant Firm Name

Peter G. Mallers, Partner

Date

August 18, 2016

For LPA:

City of Fort Wayne, IN

Shan Gunawardena, P.E., City Engineer/ ERC

Date

09/26/16

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: N/A (W/O# 12269)

Title of Ordinance: Maplecrest Road Improvements – State Blvd to Stellhorn Road
Right-of-Way Services – (LPA Consultants Agreement)

Awarded To: Butler, Fairman & Seufert

Amount of Contract: \$1,053,000 which is 80% with Federal funds.

Number of Bidders: 6 Proposals, selected through the INDOT RFP process.

Description of Project (Be Specific):

Contract is between the City of Fort Wayne and Butler, Fairman & Seufert for Right-of-Way Acquisition services including appraisals, appraisal reviews, buying, and condemnation services. The limits of the project are Maplecrest Road between State Blvd and Stellhorn Road, which is to be widened to 5 lanes (2-lanes in each direction with a center turn lane where needed). Project also includes new storm sewers, water line, street lighting, landscaping and will be very similar to the section of Maplecrest Road which was completed last year between Lake Avenue and State Blvd. The project requires land to be purchased from 110 parcels. All the parcels have been identified and legal descriptions developed.

What Are The Implications If Not Approved:

This is a Federally funded project with funding administered through INDOT. Current schedule of the project is to have it bid in September 2018. In order to meet this schedule, all land acquisition needs to be completed 6 months prior to this date. With the number of parcels on this project and the potential for possible condemnations, we expect this work to take 12-16 months. This approval of this contract is necessary to keep this project on this schedule and not compromise federal funding.

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

Additional Comments:

INDOT has developed a fee schedule for all Right-of-Way services items and all firms are required to use this schedule. While BFS will be managing all the services, their fees represent about 20% of the total contract amount. All other sub-consultants (appraisers, review appraisers, buyers, eminent domain professionals) are local firms.



Shan R. Gunawardena
City Engineer

October 5, 2016
Date