

1 BILL NO. S-23-06-24

2 SPECIAL ORDINANCE NO. S-_____

3
4 AN ORDINANCE approving CONSULTING CONTRACT –
5 PROFESSIONAL ENGINEERING SERVICES FOR
6 AIRPORT EXPRESSWAY OVER NORFOLK SOUTHERN
7 RAILROAD SEPARATION - WO #0578P - (\$1,075,860.00)
8 between BEAM, LONGEST AND NEFF, L.L.C. and the City
9 of Fort Wayne, Indiana.

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

13 SECTION 1. That the CONSULTING CONTRACT - PROFESSIONAL
14 ENGINEERING SERVICES FOR AIRPORT EXPRESSWAY OVER NORFOLK
15 SOUTHERN RAILROAD SEPARATION - WO #0578P - (\$1,075,860.00) between BEAM,
16 LONGEST AND NEFF, L.L.C. and the City of Fort Wayne, Indiana is hereby ratified, and
17 affirmed and approved in all respects, respectfully for:

18 Consulting and professional engineering services for the DESIGN OF
19 A RAILROAD OVERPASS CROSSING OF THE NORFOLK
20 SOUTHERN RAILROAD AT AIRPORT EXPRESSWAY BETWEEN
21 AIRPORT RD & BLUFFTON RD;

22 involving a total cost of not to exceed ONE MILLION SEVENTY-FIVE THOUSAND EIGHT
23 HUNDRED SIXTY AND 00/100 DOLLARS - (\$1,075,860.00). A copy of said Contract is
24 on file with the Office of the City Clerk and made available for public inspection, according
25 to law.

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

28 _____
29 Council Member

30 APPROVED as to form and legality

Malak Heiny, City Attorney

PW 6-13-2023

**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES**

Airport Expressway over Norfolk Southern Railroad Separation ("PROJECT")
Work Order # 0578P

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

BEAM, LONGEST AND NEFF, L.L.C. ("ENGINEER")

8320 Craig Street
Indianapolis, IN 46250
317-848-5832

Who agree as follows:

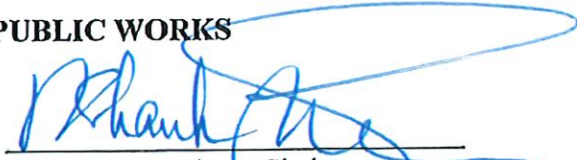
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement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

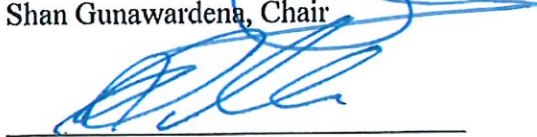
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

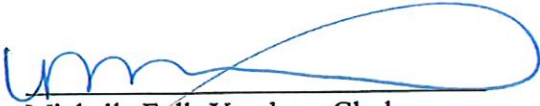
BY:


Kumar Menon, Member

BY:

ABSENT
Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:

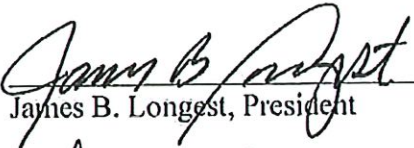
6-13-2023

APPROVED as to legality and form

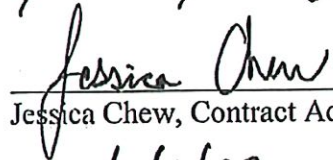
APPROVED FOR ENGINEER

BEAM, LONGEST AND NEFF, L.L.C.

BY:


James B. Longest, President

ATTEST:


Jessica Chew, Contract Administrator

DATE:

6/1/23

PART I

SERVICES

A. GENERAL

ENGINEER shall provide the CITY professional engineering services in the design phase of the PROJECT. These services will include serving as CITY'S professional representative for the PROJECT; providing professional engineering consultation and advice, and furnishing civil, environmental and other customary design services incidental thereto.

B. PROJECT DESCRIPTION

The Project will include a typical four (4) eleven (11) foot travel lanes plus 10 foot shoulders with a varying green median off the bridge and 3.5 foot concrete shoulders in the bridge sections. The project shall also include bridges over the Norfolk Southern Railroad and the Harbor Drain. It is anticipated that additional right-of-way will be needed for this project. All right-of-way engineering will need to be included as part of these engineering services. Land acquisition services will be performed by City of Fort Wayne personnel. It is also anticipated that permitting will need to be completed for the project. The project will be bid through the Board of Public Works.

1. Roadway

Roadway shall be reconstructed with 11 foot travel lanes with 10 foot shoulders. The method of construction shall be recommended by the ENGINEER based on a visual and testing evaluation of the existing condition. Road alignment shall be reviewed to accommodate the drainage method chosen and where needed changes can provide better crossroad drainage. Pavement shall be designed to City of Fort Wayne Arterial Roadway specifications as a minimum.

2. Drainage design

Engineer shall perform a watershed area and drainage review to determine if any new or existing storm sewers are needed for improvements along with sizing and inlet spacing. All drainage analyses and calculations shall be done in accordance with City Utilities Engineering Design Standards Manual and Master Specifications. All stormwater facilities details shall be in accordance with the aforementioned documents. All drainage calculations and analyses shall be submitted for review by City Utilities Engineering. The post-design conditions shall be shown to be equal to or less than the pre-design conditions.

3. Landscape architecture

Engineer shall provide landscaping plan for the center median with recommended plantings of the available green spaces in conjunction with any green alternatives included in the project scope. All plantings shall be coordinated with City of Fort Wayne ROW Landscape Manager.

4. Green infrastructure

Green infrastructure initiatives shall be incorporated into the design where possible which will be aimed at capturing/reducing runoff as well as treating the first 1-inch of rainfall on site prior to discharge to any drain or storm sewer. Engineer shall recommend green infrastructure alternatives to the City with costs and benefits including maintenance costs. City encourages creative ideas provided they do not pose significant maintenance issues. Prior to development of details, the Engineer shall provide recommended green infrastructure alternatives to the City for discussion. These options may be in the form of samples

images, renderings, technical drawings, or specifications such that City staff can fully understand the proposed ideas. These ideas shall be presented along with initial and recurring costs and a recommendation will be made to the City. City staff will evaluate and select a recommended plan as proposed or with possible revisions. Engineer shall complete the design of the selected green infrastructure initiatives once all revisions have been evaluated. A supplement will be required to include the design fee once the preferred alternate is chosen.

5. Signs and pavement markings

All signage and pavement markings shall be included in the design. Pavement markings are to be epoxy paint on both asphalt pavement and concrete pavement.

6. Utility coordination

Engineer shall coordinate with all existing utilities. Engineer shall prepare a Subsurface Utility Engineering (SUE) plan and coordinate the development of utility relocation plans for the project. Quality Level-A SUE will be supplemented during the conflict analysis utility coordination phase based upon correlation of Quality Level-B SUE Services and utility impacts to the project.

7. Public participation

Engineer shall participate in no less than two public meetings, and shall develop an appropriate number of perspective renderings and other visual aids to illustrate the proposed project design. These meetings will be held at a location near the project limits or at Citizen's Square. One public hearing will be required due to the need for a noise analysis.

8. Right-of-way

Right-of-way related services shall include right-of-way engineering, T&E reports, APA's and Appraisals. ROW acquisition will be accomplished by City personnel.

9. Maintenance of traffic

Engineer shall develop maintenance of traffic plans based on full closure during construction.

10. Permitting

Engineer shall obtain all necessary permits prior to completion of design services. This shall also include all work required to obtain a railroad agreement. Required permits as follows:

1. Army Corps of Engineers (ACOE) - Section 404
2. IDEM – Section 401 Water Quality Certification
3. IDEM – Rule 5 Erosion Control Plan
4. IDNR – Construction in a Floodway
5. Allen County – Regulated Drain
6. FAA filing
7. Norfolk Southern railroad agreement

11. Geotechnical Services

Engineer shall obtain the borings and substructure explorations, and the analysis thereof, in connection with the Project. Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project. The geotechnical report shall be submitted for review.

12. Federal Environmental Document

Engineer shall develop and document a Categorical Exclusion (CE) as falling within the guidelines of the Council on Environmental Quality regulations implementing NEPA (40 CFR 1500-1508) and FHWA regulations (23 CFR 771). Documentation as a CE includes performing services for compliance with Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act.

The following items shall be considered a change in the scope of work and cause for a supplemental agreement:

- 1 Preparation of an Environmental Assessment/Finding Of No Significant Impact (EA/FONSI) or an Environmental Impact Statement (EIS)
- 2 Phase IC archaeological subsurface reconnaissance
- 3 Phase II hazardous materials site investigation
- 4 Hazardous materials remediation plan
- 5 Wetland mitigation design
- 6 Encroachment upon historic sites, publicly owned park and recreation lands, wildlife and waterfowl refuges thereby causing 4(f) impacts
- 7 A finding of an adverse effect in accordance with Section 106 of the National Historic Preservation Act

Engineer shall prepare a Waters of the US Report for the project due to the impacts to wetlands within the project limits.

C. SCOPE OF WORK

The duty of the ENGINEER is to design approved improvements; develop construction drawings, specifications and special provisions. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The tasks identified for this project are provided in Attachment 1 – Scope of Services Fee Proposal. The ENGINEER shall develop and provide the following services associated with those tasks:

Project Schedule and Review Meetings

- 1.1 Prepare and update quarterly the project design schedule.
- 1.2 Keep the minutes of the Review and Coordination Meetings and distribute these minutes within 7 days of the Review Meeting.

Data Collection and Field Survey

- 2.1 Research CITY documents for existing mapping, utility information, as-built drawings, information management system and other pertinent data. (City will provide available information)
- 2.2 Identify utilities and their apparent location from Utility maps.

- 2.3 Check conflicts with any other proposed projects in the immediate area.
- 2.4 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS)
- 2.5 Complete a field survey.

Preliminary Design Stages

Develop and submit preliminary design plans at 30%, 60% and 90% design stages as follows:

- 3.1 Prepare existing site drawings. (See Transportation Engineering Services, Drafting Standards)
- 3.2 Provide a utility location plan indicating apparent conflict areas.
- 3.3 Address apparent utility conflicts.
- 3.4 Compile additional data as needed.
- 3.5 Advise CITY of need for additional data relative to exploratory digs, pavement cores, soil borings and geotechnical evaluation issues all in accordance with good engineering practices. Provide a plan indicating recommended exploratory digs, pavement corings, soil borings and any areas of special interest prior to performing work. Fee for additional work proposed shall be approved prior to commencing with the work.
- 3.6 Determine the final location of the proposed improvements, any permanent or temporary right-of-way or easement requirements.
- 3.7 Select construction materials and products to be used on this project after review with the City.
- 3.8 Prepare Preliminary Design Drawings and one (1) electronic version of the project drawings (AUTOCAD version 2018 and PDF) for each design phase. Incorporate all design improvements.
- 3.9 Prepare outline of specifications or reference standard specifications to supplement CITY standards.
- 3.10 Prepare estimate of quantities and estimate of construction costs.
- 3.11 Attend Design Review Meetings with each submittal.
- 3.12 Attend two public meetings to present and solicit public input on project.
- 3.13 Comments received from each design submittal shall be addressed with the next submittal.

Final Design

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

- 4.4 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped plans, itemized bid, special provisions and itemized engineers estimate and electronic version of the project drawings (AUTOCAD version 2018 and PDF) and documents (Microsoft WORD).

Bidding

- 5.1 Attend Pre-bid Meeting.
- 5.2 Respond to questions from bidders and manufacturer representatives during bidding as requested by CITY. Responses requiring additional information or clarification not found within the bid documents shall ONLY be addressed by addendum.
- 5.3 Prepare addenda responses, as needed to interpret, clarify or expand bid documents. CITY to issue addenda.
- 5.4 Review tabulated bids and make recommendation regarding construction contract award to the CITY if requested.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by June 5, 2023 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DAYS</u>
Field Survey	90 from Notice to Proceed
30% Design	180 from completion of Survey
60% Design	180 from approval of 30% Plans
90% Design	365 from approval of 60% Plans
Tracings	75 from approval of 90% Plans
Bidding	45 from approval of Final Tracings

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the SERVICES:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to ENGINEER reports, studies, regulatory decisions and similar information relating to the SERVICES that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

Provide ENGINEER with electronic copies of existing CITY utility maps, aerial maps and contour maps that are readily available.

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 the City Engineer at the time or other designated representative by the 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 **\$1,075,860.00** as summarized in attached Attachment 1. Please note that there is a \$ 50,000 work allowance included in the engineering fee for this project.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment # 2 – Employee Hourly Rate Schedule. All reimbursable costs incurred for the Project will be invoiced at actual cost.

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. 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 valid approved invoice.

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or a public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

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

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

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

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

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

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

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

11. **INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and ENGINEER business, requirements. Certificates evidencing such coverage will be provided to CITY upon request. For projects involving construction, CITY agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CITY. CITY agrees that, to the fullest extent permitted by law, ENGINEER's total liability to CITY for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by ENGINEER under this Agreement except for personal injury or property damage which shall be limited to the extent of ENGINEER insurance coverage (minimum \$700,000 for a single claim and \$5,000,000 for all claims in an occurrence). If CITY desires a limit of liability greater than that provided above, CITY and ENGINEER shall include in this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding ENGINEER's performance under this Agreement shall expire one year after Project Completion.

CITY OF FORT WAYNE, INDIANA

BEAM, LONGEST AND NEFF, L.L.C
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTEREST;
3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☒

Name: _____ Name: _____

Address: _____ Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)
Including contractual employment for services in the previous 3 years:
Yes _____ No X

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:
Yes _____ No X

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

Allen County Bridge 113 Superstructure Replacement PO #0020055238

Allen County Bridge 550 Abbreviated Engineering Assessment Report PO #19640117

Airport Expressway RR Overpass Study PO #21123032

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X No _____

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

Des No 1901705 (PE), 2201692, 2201694 (CN) RFP for Added Travel Lanes on Hillegas Road ROW Services

- c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes ____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms: N/A

Name / Position / Payment Terms: N/A

Name / Position / Payment Terms: N/A

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: N/A

Company / Name / Payment Terms: N/A

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Beam, Longest and Neff, LLC
(Name of Vendor)

8320 Craig Street, Indianapolis, IN 46250
Address

Beam, Longest and Neff, LLC
(Name of Vendor)

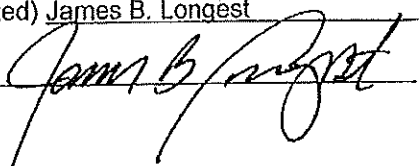
8320 Craig Street, Indianapolis, IN 46250
Address
(317) 849.5832
Telephone
jlongest@b-l-n.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) James B. Longest

Title President

Signature



Date 6/1/23

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Attachment 1 -- Scope of Services Fee Proposal for 0378P Airport Expressway over Norfolk Southern Railroad Separation

	Fee	Item Cost	Section Cost	Item Manhours	Section Manhours
<u>Project Schedule and Review Meetings</u>		\$11,000.00	\$11,000.00	56	56
<u>Turntable Surveys*</u>					
	Fee	\$47,400.00	\$47,400.00	391	391
<u>Design Elements</u>					
Roadway Design	Fee:	\$105,000.00		600	
Railroad Bridge Design	Fee:	\$208,200.00		1757	
Drain Bridge Design	Fee:	\$127,300.00		862	
Drainage Design	Fee:	\$12,000.00		10	
Landscape architecture	Fee:	\$14,600.00		12	
Green Infrastructure**	Fee:	\$34,800.00		252	
Traffic signals, signs, markings	Fee:	\$1,100.00		9	
Sub Total			\$566,000.00		3355
<u>Utility Coordination</u>					
City Utility Coordination	Fee:	\$21,100.00		185	
Subsurface Utility Engineering Plan	Fee:	\$50,500.00		92	
Sub Total			\$71,600.00		277
<u>Public Participation Allowance</u>	Fee:	\$33,200.00	\$33,200.00	210	
<u>Right-of-Way Engineering*** (4 Permanent Parcels)</u>	Fee:	\$34,700.00	\$34,700.00		0
<u>Maintenance of Traffic</u>	Fee:	\$6,200.00	\$6,200.00	46	46
<u>Geotechnical Services</u>	Fee:	\$70,700.00	\$70,700.00		0
<u>Federal Environmental Document</u>	Fee:	\$91,600.00	\$91,600.00	452	452
<u>Permitting & Railroad Agreement</u>	Fee:	\$45,300.00	\$45,300.00	250	252
<u>Other Contract documents - Plans and Specifications</u>					
Preparation of Specifications	Fee:	\$8,600.00		10	
Preparation of Special provisions	Fee:	\$10,400.00		10	
Preparation of quantity take-offs	Fee:	\$28,000.00		102	
Preparation of line item construction cost estimate	Fee:	\$17,100.00		108	
Sub Total			\$64,100.00		408
<u>Bidding</u>					
Attend prebid meetings	Fee:	\$3,300.00		10	
Respond to questions from bidders	Fee:	\$3,100.00		10	
Prepare addenda as needed	Fee:	\$800.00		4	
Review bids and make recommendations to City	Fee:	\$1,500.00		8	
Sub Total			\$1,700.00		41
<u>Construction</u>					
Attend pre-construction conferences	Fee:	\$3,300.00		10	
Provide design clarifications to contractor as requested	Fee:	\$7,800.00		10	
Sub Total			\$11,100.00		20
<u>Reimbursable Expenses</u>	Fee:	\$22,000.00	\$22,000.00		
<u>Optional Additional Services - Right of Way Staking</u>	Fee:	\$2,260.00	\$2,260.00		
<u>Work Allowance</u>			\$50,000.00		
Total Fee			\$1,075,860.00		5,281
<u>U) Provide summary of costs separately</u>					
<u>Funding Application</u>	Fee:	\$61,600.00			0
<u>Right-of-Way Staking</u>	Fee:				0
<u>Additive/Change Alternative (optional)</u>	Fee:	\$0.00			0

*Fee assumes utilities are marked prior to survey

**Assumes meetings are virtual and design fee will be supplemented once alternative has been chosen

***It is anticipated that 4 permanent R/W parcels will be involved. Fee includes 4 20-year Title Reports, 4 Legal and Parcel Plats, 4 parcels for right-of-way staking and 4 right-of-way plans. Cost per parcel for title research includes copies. R/W Engineering is anticipated to occur in 2023 and 2024.

Note: We investigated eliminating the Drain Bridge during the Study Phase, however, due to a combination of substandard grades/vertical curves and corresponding site distance, the Drain Bridge requires replacement.

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: #0578P

Title of Ordinance: Airport Expressway over Norfolk Southern Railroad Separation

Amount of Contract:

\$1,075,860.00 Professional Services Agreement with Beam, Longest & Neff, LLC.

Description of Project (Be Specific): Design of a railroad overpass crossing of the Norfolk Southern Railroad at Airport Expressway between Airport Rd & Bluffton Rd.

What Are The Implications If Not Approved: Continued and expanding delays for traffic and EMS/Police/Fire along Airport Expressway.

If Prior Approval Is Being Requested, Justify:

Additional Comments: