

**AN ORDINANCE** approving CONSULTING CONTRACT – PROFESSIONAL ENGINEERING SERVICES FOR ARDMORE AVE WIDENING PROJECT: COVINGTON RD TO LOWER HUNTINGTON RD - WO #0777F - (\$6,973,055.00) between VS ENGINEERING, INC. and the City of Fort Wayne, Indiana by and through its Board of Public Works.

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

**SECTION 1.** That the CONSULTING CONTRACT - PROFESSIONAL ENGINEERING SERVICES FOR ARDMORE AVE WIDENING PROJECT: COVINGTON RD TO LOWER HUNTINGTON RD - WO #0777F - between VS ENGINEERING, INC. and the City of Fort Wayne, Indiana by and through its Board of Public Works is hereby ratified, and affirmed and approved in all respects, respectfully for:

Consulting and professional engineering services for the WIDENING OF ARDMORE AVE BETWEEN LOWER HUNTINGTON RD AND COVINGTON RD INCLUDING ADDITIONS OF A SHARED-USE PATH, SIDEWALK, AND CURB AND GUTTER, IN ALLEN COUNTY;

involving a total cost of SIX MILLION NINE HUNDRED SEVENTY-THREE THOUSAND FIFTY-FIVE AND 00/100 DOLLARS - (\$6,973,055.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

\_\_\_\_\_  
Council Member

APPROVED as to form and legality

\_\_\_\_\_  
Malak Heiny, City Attorney

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of Oct 29, 2024 ("Effective Date") by and between The City of Fort Wayne, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and VS Engineering, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 2300603

Project Description: Widening of Ardmore Avenue between Lower Huntington Road and Covington Road including additions of a shared-use path, sidewalk, and curb and gutter, in Allen County.

### 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 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 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, 2036. 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 \$ 6,973,055.00.

**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.

## **SECTION VI      GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
  
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its 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, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT 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 the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

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.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
  - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
  - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
  - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
  - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

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

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

**12. Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- 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.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**13. Disputes.**

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

**14. Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
  - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- 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.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
  - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
  - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
  - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- 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:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harbor workers
  - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Philip LaBrash, P.E.  
City of Fort Wayne: Traffic Engineer  
200 E. Berry Street, Suite 210  
Fort Wayne, IN 46802

Notices to the CONSULTANT shall be sent to:

VS Engineering, Inc.  
4275 N. High School Road  
Indianapolis, IN 46254  
Attn: Mr. Sanjay Patel

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.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

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.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

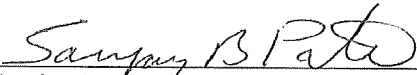
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**Non-Collusion.**

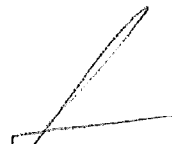
The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, 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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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.

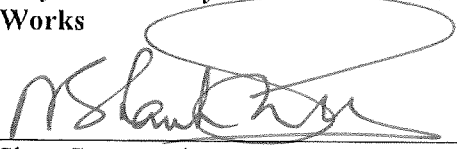
**CONSULTANT**

  
\_\_\_\_\_  
Sanjay B. Patel, P.E.  
President

Attest:

  
\_\_\_\_\_  
Andrew L. Bender, P.E.  
Chief Operating Officer

**LOCAL PUBLIC AGENCY  
City of Fort Wayne Board of Public  
Works**

  
\_\_\_\_\_  
Shan Gunawardena, P.E., P.T.O.E.  
Chair

  
\_\_\_\_\_  
Kumar Menon  
Member

  
\_\_\_\_\_  
Chris Guerrero  
Member

  
\_\_\_\_\_  
Michelle Fulk-Vondran  
Clerk

10.29.24

## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

#### Project Intent:

The proposed project will Ardmore Avenue from Covington Road to Lower Huntington Road to improve vehicular serviceability and safety. The typical cross section will consist of two vehicular travel lanes in each direction, as well as the addition of a recreational trail, sidewalk, lighting, and a new enclosed storm sewer.

### **I. Project Administration/Management/Coordination:**

The proposed Project Manager and key personnel will meet with LPA and Indiana Department of Transportation (INDOT) officials and refine project concepts, time schedules, deliverables, budgets and project approach in general. Once the schedule is identified, the required activities will be executed through proper coordination and communication. Progress meetings will be conducted with the LPA representatives to review policy and procedural matters, to identify and solve site specific problems and review progress. The Project Manager will also coordinate project staff and sub-consultants for all elements of the project.

### **II. Site Investigation/Field Survey:**

The CONSULTANT shall provide field surveying services for the above referenced project. CONSULTANT shall furnish all labor, materials, and equipment to perform the surveying services described below.

#### Basic Services:

- A. VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. VS shall prepare and record a Location Control Route Survey. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and

### 3. Survey Manual

- B. Electronic files including the following shall be prepared and submitted by VS as directed by client:
1. Finished plan view of topographic survey in AutoCAD Civil 3D .dwg format.
  2. 1-foot contours in AutoCAD Civil 3D .dwg format.
  3. TIN used to create contours as derived from Civil 3D in .xml format.
  4. Electronic points file in .txt coordinate format.
  5. Survey Book in .pdf format.
  6. Location Control Route Survey Plat in .pdf format.
- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey book submitted and recorded Location Control Route Survey Plat. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

#### **Survey Area**

##### **Ardmore Avenue**

Beginning at a point 500 feet south of the centerline of Lower Huntington Road; survey north along Ardmore Avenue approximately 17,000 feet (3.2 miles) to a point that is 500 feet north of the centerline of Covington Road. The width of survey will be 80 feet on each side of the centerline, except in areas depicted in Attachment No. 1 that are variable and span a larger footprint.

#### **Signalized Intersections**

The following 3 signalized intersections will also be included in survey as follows:

- Lower Huntington Road
- Engle Road
- Covington Road

The length of survey on the aforementioned 3 roadways will be 500 feet on each side of the centerline of Ardmore Avenue; the survey width shall be 50 feet on each side of the centerline on these roadways.

#### **S-Lines**

- Limestone Drone
- Hardrock Road
- Elmhurst Drive
- Sand Point Road
- Knoll Road
- Three Oaks Drive

- Elmcrest Drive
- Westbury Drive
- Forest Ridge
- Nuttman Avenue

The length of survey on the S-Lines will be 200 feet on each side of the centerline of Ardmore Avenue; the width is 50 feet on each side of the respective centerline of the S-Line(s).

### **Trentman Regulated Drain and Junk Ditch**

#### **Trentman Regulated Drain**

In addition to the mainline limits, an additional 125 feet of the ditch on each side of Ardmore Avenue shall be surveyed. The width shall be 50 feet from the centerline of the ditch.

#### **Junk Ditch**

In addition to the mainline limits, an additional 225 feet of Junk Ditch will be surveyed on each side of Ardmore Avenue. The width varies on each side of the roadway, but in general it will encompass 175 feet on the south side, and match to the limits of Covington Road on the north side.

**Total survey includes approximately 24,700 lineal feet (4.68 miles) of roadway, S-Lines and ditches by the widths described above.**

- D. Obtain section or auditor plats for all properties within the project limits from local and state agencies. Subdivision plats will be obtained for all subdivisions within the project area and last deeds of record for metes and bounds parcels.
- E. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Horizontal Datum will be the Allen County Zone of the Indiana Geospatial Coordinate System (InGCS).
- F. Establish on-site elevation using NGS, DNR, Allen County benchmarks or GPS observations. Set temporary bench marks within the project limits such that the elevation datum can be re-established during construction.
- G. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.
- H. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.
- I. Coordinate with all utility companies to locate and mark their utilities in field. VSE shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S)). VSE shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the

time of the field survey, shall be incorporated into the design survey. In addition, VSE shall provide listing of all utilities and all information available for that utility including address, and telephone number.

- J. Perform design survey in sufficient detail to obtain topographic data, buildings, walls, walks, signs, vaults, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size. **Individual trees will not be identified in wooded/brush areas.**
- K. Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- L. Indicate spot elevations at all, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- M. Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish a hard copy together with all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D and shall submit a hard copy together with electronic format. VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.
- N. Prepare and record a Location Control Route Survey Plat depicting existing alignments and right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

### **III. Geotechnical Investigation:**

#### **A. Reconnaissance and Planning**

- 1. Upon receiving authorization to proceed, CONSULTANT will retain a permit for soil borings within the right-of-way from the City of Fort Wayne and/or Allen County and/or local municipality, as applicable.
- 2. A project geotechnical engineer from CONSULTANT will perform site reconnaissance and mark all boring locations in the field. The borings will be marked using white ribbon on wood lath or white paint in the pavement. During the field reconnaissance, the geotechnical engineer will document site geological conditions and map all boring locations. CONSULTANT utilizes a handheld GPS unit delivering sub-foot accuracy to locate soil borings. GPS coordinates of the boring locations will be acquired during field reconnaissance, along with the established project benchmarks. If benchmarks are not available, CONSULTANT will establish reference points at the site.

3. CONSULTANT will contact Indiana 811 at least 48 hours prior to drilling, as a standard precautionary measure for locating site utilities. It is requested that INDOT supply to CONSULTANT any utility information they may have with respect to the proposed boring locations.
4. It is considered that the boring locations will be accessible to a truck or all-terrain vehicle (ATV) mounted drill rig, and that the boring / core locations along the Ardmore Avenue will be located within existing right-of-way. However, within the limits of added travel lanes, access to multiple private properties will be needed. As such, time has been allotted to prepare and mail property owner notification letters to all properties that will be impacted by the geotechnical operations.

## **B. Field Program**

1. As indicate in previous, to evaluate the subgrade condition along the existing pavement along the entire alignment of Ardmore Avenue, it is proposed to drill and sample a total of twenty-six (26) soil borings, designated as RB-1 through RB-26, along the mainline driving lanes, which will be staggered between the northbound and southbound lanes. Pursuant to INDOT guidelines, the pavement borings will be extended to a depth of 4.5-feet below the existing sub-base (approximately 6.0 feet below the pavement surface).

Additionally, soil borings for the pavement widening along Ardmore Avenue shall be completed at a spacing of approximately 300 feet. Therefore, it is proposed to drill and sample a total of sixty-eight (68) soil borings, designated as B-1 through B-68, within the proposed lane addition limits, in accordance with the IGM. Borings B-1 through B-64 will be extended to a depth of 15 feet each below existing grade.

As indicated above, this proposal includes subsurface investigation for a new pedestrian bridge structure over Junk Ditch. Assuming the bridge will consist of a single-span structure, a total of two (2) soil borings, designated as TB-1 and TB-2, are planned to be drilled, one at each end bent. Existing subsurface information was not available at the time of this proposal. However, based on a cursory review of in-house geological literature, dolomite and limestone bedrock from the Devonian-aged, Muscatatauck Group is present at an approximate elevation of 650 feet-msl, which is approximately 100 to 120 feet below the existing Ardmore Avenue grade. Therefore, it is proposed to extend the structure borings to a minimum depth of 90 feet each below the existing grade in accordance with Section 3.5.1 of the IGM. Per Section 3.5.1.3 of the IGM, structure borings for bridge structures shall penetrate a minimum of four (4) consecutive split spoon samples (20 feet) into material having a standard penetration blow count (N) of fifteen (15) or greater. If this requirement has not been met at a minimum boring depth of 90 feet, the VS Engineering project engineer will be contacted for further direction.

As noted above, CONSULTANT further understands one (1) small structure north of Elmcrest Drive will be either be extended or fully replaced as a part of the proposed

improvements. Based on the information received, the length of the proposed structure may exceed 300 feet. Therefore, in accordance with the IGM, it is proposed to drill and sample a total of three (3) soil borings, designated as CB-1 through CB-3 in accordance with Section 3.5.2 of the IGM. The soil borings will be extended to depths ranging from 30.0 to 40.0 feet below existing grade.

In addition, it is understood that multiple intersections will be upgraded to include traffic signals. Therefore, this proposal considers an additional six (6) structure borings, designated as TB-3 through TB-8, will be drilled to a depth of 25.0 feet below the existing grade in accordance with Section 3.5.9 of the IGM.

Actual boring depths will depend on the conditions of the soil encountered. For the purpose of this proposal, a total drilling depth of 1,606.0 feet of soil sampling and no rock has been estimated. A boring plan will be prepared and submitted for review once the Stage 1 plan set is available.

2. A truck and/or ATV/track mounted drill rig with continuous flight, hollow-stem or solid flight augers will be utilized to advance the borings.
3. Perform standard penetration testing (SPT) and retain representative soil samples in accordance with Section 3.6.1 of the IGM. Continuous sampling will be performed to a depth of 4.5-feet below the existing pavement structure in the roadway borings (RB-1 through RB-26), and at 2.5-foot intervals to the boring termination depths in the lane widening borings (B-1 through B-68). Split spoon and SPT testing will be performed at 2.5-foot intervals to a depth of 20.0 or 30.0 feet, and at 5.0-foot intervals thereafter to the boring termination depth for the structure borings (TB-1 through TB-8 and CB-1 through CB-3).
4. Groundwater observations will be recorded during the drilling process and upon completion. A 24-hour water level reading will be obtained at select borings following completion and removal of the augers. Due to the unknown composition of the subsurface soils, this proposal considers that a slotted PVC pipe will need to be installed in the boreholes to keep the boring open should any granular soil layer, that may cave-in or heave into the borehole be encountered during drilling.
5. In addition to the soil borings, it is proposed to obtain pavement cores within the mainline driving lanes. Therefore, a total of fourteen (14) pavement cores will be obtained along the project corridor. The pavement cores will be collected with a portable pavement core machine using a 4.0-inch diameter thin-walled core barrel.
6. Undisturbed Shelby tube sample shall be obtained from the roadway borings (RB-1 through RB-26) and the lane widening borings (B-1 through B-68) for in-situ Resilient Modulus ( $M_R$ ) testing in accordance with Section 3.6.2.1 of the IGM. Additionally, undisturbed (Shelby tube) soil samples within the remaining borings will be obtained within cohesive soil layers in accordance with Section 3.6.2 of the IGM for use in performing shear strength testing, if encountered. For the purpose of this proposal, up to forty-three (43) undisturbed (Shelby tube) soil samples will be obtained.

7. Further, as per the INDOT guidelines, bag samples shall be collected from the subgrade for moisture/density testing in accordance with Section 3.6.4 of the IGM. Therefore, for the purpose of this proposal, a total of fifteen (15) 25-pound bag samples will be retained of representative subgrade soils for moisture/density.
8. The boreholes will be backfilled in accordance with Section 3.16 of the IGM and INDOT Aquifer Protection Guidelines. Care will be taken to ensure that the boreholes do not settle and create dangerous voids. The pavement will be patched with an equivalent thickness of quickset concrete or cold patch asphalt to match the existing pavement composition.
9. Additionally, a up to thirty-eight (38) samples of existing topsoil will be collected within the project corridor for topsoil testing in accordance with Sections 3.6.6 and 5.21 of the IGM.
10. CONSULTANT field crews will exercise caution to minimize ground damage and will make reasonable efforts to restore the ground to the original condition. Any ground and vegetation damage incurred while gaining access to boring locations will be documented and reported.
11. Should subsurface conditions be encountered during test drilling that indicate additional or special drilling and/or special testing or analysis are required, we will contact your office for approval prior to proceeding.
12. During drilling, CONSULTANT will provide traffic control during the execution of the drilling program in accordance with the INDOT Worksite Traffic Control Manual. Lane closures will be required during execution of the field work. Therefore, traffic control will be provided using a combination of signs, cones, flaggers and arrow boards, as required. This proposal considers that there will be no time restrictions associated with the required permitting and that traffic control and drilling operations can be performed within full 8-hour work days.

### **C. Testing Program**

In the laboratory, all samples will be visually classified and tested in accordance with Chapter 5 of the IGM. Laboratory testing of representative samples will be performed in accordance with ASTM/AASHTO procedures to classify existing soils according to the AASHTO Classification System and to estimate engineering properties of importance for pavement and foundation design and construction considerations. The expected tests to be performed and the estimated quantities are presented in the attached fee schedule. In addition, the pavement cores will be visually described and photographed.

The soil samples and pavement cores will be retained for a period of sixty (60) days after the completion of the geotechnical report, unless otherwise directed.

### **D. Geotechnical Report**

Engineering evaluation and analysis shall be performed, and a report prepared and delivered (electronic PDF files) to include the following:

1. Geology of the site including geological surface features, a description of topography, drainage conditions and surface vegetation.
2. Boring depicting the site characteristics as well as the boring locations.
3. Descriptions of field exploration and laboratory testing programs.
4. Boring logs and laboratory test results, including groundwater observations made during drilling operations.
5. Summary of the retained pavement cores, including pavement core data sheets with photographs.
6. Estimated soil conditions and characteristics of the soil encountered in the borings and expected at the various locations.
7. Pavement subgrade design parameters, consisting of design modulus values for soil subgrade, based on the resilient modulus testing, as well as all other design parameters, as required in the INDOT guidelines. Recommendations will be given for the expected need for subgrade treatment, based on the conditions encountered during this drilling program, and the most suitable (effective) method (if necessary).
8. Recommendations for bridge foundation design in Load and Resistance Factor Design (LRFD) format, including bearing capacity and settlement values. Recommendations will be provided for a drive pile foundation using the appropriately sized piles per INDOT specifications.
9. Recommendations for culvert headwall foundation design in LRFD format, including bearing capacity and settlement values. Recommendations will be provided for a shallow foundation per AASHTO LRFD and INDOT specifications, including the need for subgrade stabilization (if necessary).
10. A description of the soils expected to be encountered (as encountered in the borings) during excavation and at the pipe invert elevation for proposed storm sewers.
11. Evaluation of settlement and slope stability where embankment widening or cut slopes are required to achieve the proposed pavement section and cross section.
12. Soil related construction considerations, including fill specifications and excavation requirements.
13. Any potential problematic soil conditions that might be troublesome during construction.

14. Groundwater considerations and the need for groundwater control will be discussed, based on groundwater conditions encountered and construction procedures proposed.

15. Groundwater infiltration / percolation test report along with the test diagram.

This proposal considers that soil profile sheets will not be required for the project. However, a subsurface section showing the bridge structure and subsurface conditions for the proposed pedestrian bridge will be provided.

#### **E. Falling Weight Deflectometer (FWD) Testing**

CONSULTANT will conduct field work consisting of Falling Weight Deflectometer (FWD) testing along the 3.1-mile alignment of the existing Ardmore Avenue pavement. The pavement section has one lane in each direction and both lanes will be tested.

CONSULTANT will use FWD data to calculate stiffness-related parameters of the pavement structure. The moduli of individual pavement layers in a multi-layer system will be calculated based on surface deflections induced by the FWD machine and the pavement layer thicknesses. These moduli provide critical information regarding the pavement's structural condition. The subgrade Resilient Modulus, MR, will be determined and can be used in pavement design.

The FWD tests will be conducted in accordance with ASTM D4694 "Standard Test Method for Deflection with Falling-Weight-Type Impulse Load Device", ASTM D4695 "Standard Guide for General Pavement Deflection Measurements", and AASHTO 1993 procedure "AASHTO Guide for Design of Pavement Structures". These tests will be performed at staggered intervals of approximately 250 feet in both directions of the roadway. Testing will be conducted at a target load level of 10,000 lbs and eight deflection sensors will be used with offsets at 0, 12, 18, 24, 36, 48, 60, and 72 inches from the center of the load plate. Three loadings will be applied at each test location, and at a particular force level. The first loading will be considered a seating load and the results will be disregarded. The second and third loadings should produce similar results. Results from the third loading should be used in the evaluation unless inconsistencies are noticed, in which case, the second loading would be preferred.

CONSULTANT will exercise due caution to ensure the safety of the public during the testing procedures. The FWD testing will be conducted as a moving operation. Rii will arrange for traffic control during the testing. For FWD data to be more effective, all work will be performed on dry pavement at an ambient air temperature above 40°F.

#### **F. Ground Penetrating Radar (GPR) Testing**

CONSULTANT will perform Ground Penetrating Radar (GPR) testing along the project alignment. The pavement section has one lane in each direction and both lanes will be tested using GPR. GPR provides continuous thicknesses of the different

pavement layers and can locate any subsurface anomalies, pavement section changes, and estimate the level of moisture in the base and subgrade layers.

GPR has been used for nearly three decades as a tool for transportation system investigation, particularly to study pavement layer thicknesses, find voids under pavement, evaluate moisture or density variations, detect asphalt stripping zones, and assess the condition of pavements. CONSULTANT uses an automated survey vehicle to collect continuous GPR data on pavement layer thicknesses. The type of GPR system used to evaluate the pavement conditions utilizes the non-contact horn antenna with a center frequency of 1 GHz, which is suspended 19 inches over the surface of the pavement and which can perform surveys at the posted speed limit. This system has the advantage of providing near-surface information, and under typical conditions, the depth of signal penetration reaches 24 inches.

Rii will perform data analysis for this project and will provide a comprehensive report including the following results:

- The raw deflection data, as measured in the field, in mils
- The back-calculated elastic modulus of the pavement layers and the subgrade soil, in psi
- The subgrade resilient modulus, MR, in ksi (AASHTO 1993)
- The California Bearing Ratio, CBR, in % (AASHTO 1993)
- The pavement layer thickness data, in inches
- The level of moisture in the base and in the subgrade
- Any substructure anomalies or pavement section changes

#### **IV. Engineering Assessment:**

An Engineering Assessment will be completed in accordance with IDM Chapter 5 to evaluate the improvement alternatives for the roadway widening. The assessment will include determination of the project need and purpose, gathering information, performing a field investigation, perform data analysis within the design criteria, develop and evaluate alternatives, ensure alternatives will fit the site conditions, and write an Engineering Assessment Report with a recommended alternative. Assessment items include:

- Preliminary Site Visit
- Include Preliminary Site Visit Minutes
- Document project conditions
- Document right-of-way impacts
- Selection of preferred alternative
- Preliminary Construction Cost Estimate
- Maintenance of Traffic

The Engineering Assessment will incorporate information from the previously completed engineering study completed by CONSULTANT. Along with this engineering study, the Engineering Assessment will include scoping meeting minutes and additional coordination with LPA. There will be no traffic analysis, modeling, or RoadHat analysis associated with this Engineering Assessment.

## V. **Pavement Engineering:**

The objective of the pavement design will be to evaluate the site conditions and provide recommendations for a new pavement section for the added travel lanes along the entire project alignment, as well as pavement evaluation along the existing mainline lanes of Ardmore Avenue. A pavement design report will be provided in accordance with Part 6 (Pavement Design) of the INDOT Design Manual (IDM).

CONSULTANT will review all available information provided for the subject project, which may include pavement history, design plans, traffic data, geotechnical report, FWD testing and GPR testing results, as applicable.

CONSULTANT will perform a site visit to conduct a patching survey and assess the current pavement condition. The patching survey will determine where partial depth and full depth patching will be needed for structural purposes. Distresses will be logged and recommendations provided for patching based on the observed distress types and severities in accordance with Chapter 603 of the IDM.

A pavement design report to include the recommendations for full depth pavement along the added travel lanes, as well as for the pavement improvements as needed along the Ardmore Avenue mainline lanes, will be prepared in accordance with the requirements outlined in Part 6 of the IDM.

CONSULTANT will provide a report that incorporates the following elements per the Design Manual:

- Executive summary
- Project description
- Pavement history (if available)
- Selection methodology
- Current pavement condition assessment and patching details
- Pavement design and recommendations
- Cost analysis on a per lane per mile basis
- Construction and maintenance issues
- Design life
- Appendices with:
  - Project documents
  - Patching summary
  - Patching typical details
  - AASHTOWare Pavement ME Design trials output
  - Cost analyses

## **VI. Environmental Document:**

The scope of work includes professional services required for the areas surrounding the project area on Ardmore Ave, from Covington Road to Lower Huntington Road.

### **Responsibilities/Deliverables**

- National Environmental Policy Act (NEPA) Documentation: Categorical Exclusion (CE) Level 4 Document assumed.
- Full Red Flag Investigation.
- Public Meeting/Open House attendance.
- Environmental Justice (EJ) Analysis.
- Public Hearing Coordination, Preparation, and Presentation.
- Preliminary Field Check (PFC) meeting attendance.

### **Activity**

- Monthly client/team meetings.
- One site investigation to document existing conditions.
- Early coordination with environmental review agencies and local stakeholders.
- Full red flag investigation and associated coordination.
- One public meeting/open house attendance during the early design/project development process.
- Coordination, preparation, and presentation of a public hearing. This includes:
  - Hearing Date/Time/Location coordination with designers and client.
  - Development and coordination of the public hearing notice in the local newspaper (to run twice per INDOT policy).
  - Printing and mailing of the public notice and project maps to adjacent/affected property owners.
  - Printing and shipment of the hard copy CE draft for public display at a public location such as a local library per INDOT policy.
  - Coordination and development of the agenda and handouts for attendees.
  - Set up of hearing presentation and recording equipment and displays.
  - Presentation of project details to hearing attendees in accordance with INDOT guidelines and expectations.
  - Hearing transcription coordination for public record and inclusion in public involvement certification documents and the CE environmental document.
  - Coordination with client and public regarding comments and concerns.
  - Coordination of a summary spreadsheet of all written and oral public comments and concerns.
  - Public hearing documentation coordination and certification submission to INDOT.
  - Public involvement activities and documentation incorporation into the final draft CE.
- CE Level 4 coordination with INDOT and FHWA.
- Project commitments database spreadsheet- completed and sent to client for review and forwarding to INDOT for upload.

**Assumptions**

- A CE Level 4 document is anticipated due to permanent traffic pattern alterations. This will require review and approval by FHWA in addition to INDOT.
- There are several hazardous materials sites of concern along the proposed alignment. This scope assumes additional coordination and research of the sites and project commitments that will be incorporated into final documents.
- One public meeting/open house and one public hearing will be held.
- There will be no relocations of businesses or residents and no disproportionate adverse impacts to minority and/or low-income populations.
- Farmland mitigation will not be required.

**Items Specifically Not Included**

- Any newly identified resources requiring additional documentation that could only be discovered after field investigation and could not be identified during the cursory desktop review.
- Any changes to the scope after documentation/fieldwork has been initiated and/or completed may require a supplemental fee.
- An Environmental Assessment (EA) or Environmental Impact Statement (EIS). It is assumed that this project will meet the criteria for a CE.
- Additional public hearing and/or meeting presentations and/or attendance.
- Onsite meetings with property owners and/or stakeholders.
- Large public display boards and plan sets for the public hearing; this scope assumes those items will be provided by others.

**VII. Cultural Resources:****Responsibilities/Deliverables**

- Section 106 Documentation: Full Section 106 Review with Adverse Effect & Mitigation
- Archaeological Phase Ia Reconnaissance Survey and Report

**Activity**

- Section 106 consultation, as required by the National Historic Preservation Act (NHPA) of 1966, will be completed prior to submittal of the CE document for approval. It is anticipated that the project will follow the procedures as outlined in the INDOT Cultural Resources Office (CRO) Manual.
- Due to the proposed scope, Full Section 106 Review is anticipated.
  - The Full Section 106 review assumes the survey of previously identified properties as well as un-surveyed properties to evaluate for the National Register of Historic Places (NRHP).
  - CONSULTANT will prepare a Section 106 early coordination letter (ECL).
    - The client will provide SJCA with a KMZ file/Shapefile of the proposed project area (projected study area).
  - CONSULTANT will prepare an HPR.
    - SJCA will prepare a Report Distribution Letter (RDL) that will accompany the HPR and/or Archaeology report and will address any consulting party correspondence.

- GIS shapefiles of the project area, APE, any historic property boundaries will be submitted to INDOT CRO.
  - CONSULTANT will prepare an email template.
- If NHRP-eligible properties are recommended and confirmed, then an Effects Report will be completed.
  - If an Effects Report is required, an RDL and email template will accompany the report to be submitted to INDOT CRO.
  - If a consulting party meeting is required, then CONSULTANT will prepare a Powerpoint presentation, in consultation with the project engineer, and submit to INDOT CRO for review.
  - CONSULTANT will host the consulting party meeting and prepare minutes to distribute afterward.
- CONSULTANT will prepare a finding of “No Historic Properties Affected/No Adverse Effect/Adverse Effect” for the Effect Finding 800.11 Documentation.
  - CONSULTANT will prepare an RDL, legal notice, and email template to accompany this documentation to be submitted to INDOT CRO for review.
  - It is anticipated that mapping will need to be revised to accurately reflect the project area as shown on the plans.
  - CONSULTANT will prepare a memorandum of agreement (MOA) and e106 form as a result of a finding of “Adverse Effect.”
- An Archaeological Records Review will be completed for the proposed project area to identify resources that may have been previously documented. A Phase Ia archaeological reconnaissance survey will be completed within the limits of disturbance of the preferred alternative to ensure no subsurface features of historic, or pre-historic, significance will be impacted by the proposed project. This report will be submitted to INDOT CRO for review and approval as part of the Full Section 106 review process.
  - Per INDOT guidance in both the Categorical Exclusion (CE) and Cultural Resources Manual (CRM) manuals, the client will provide CONSULTANT with a copy of the Notice of Entry letters that were sent to the property owners. If more than six months have passed, then CONSULTANT will resend Notice of Entry letters to property owners before archaeological fieldwork can be conducted.
  - CONSULTANT will prepare an Archaeology Report.

### Assumptions

- The Full Section 106 review assumes the survey of previously identified properties as well as un-surveyed properties to evaluate for the National Register of Historic Places (NRHP).
  - Three site visits are included (onsite PFC meeting and two-day site investigation).
  - Aerial desktop review revealed that there are the following properties that are over 50 years of age within the anticipated Area of Potential Effects (APE) and will require survey in the Historic Property Report (HPR):
    - 1 surveyed potentially eligible house (IHSSI No. 003-215-28004), located at 5310 Ardmore Rd., on the west side of the road.
    - 7 un-surveyed farmsteads and residential properties on both sides of Ardmore Ave.
    - 3 mid-century neighborhoods along Ardmore Ave.
      - at Engle Rd., built in the 1950s and 1960s.

- at Elmcrest Addition, built in the 1950s and 1960s.
  - at Elmhurst Drive, built in the 1950s and 1960s.
  - 1 the southeast corner of Knoll Rd. and Ardmore Ave. there appears to be a former schoolhouse converted into a residential property.
- This report assumes that up to 5 properties could require a National Register of Historic Places (NRHP) eligibility evaluation and could be NRHP-eligible.
  - Due to the proposed scope, if properties are deemed eligible, then the widening of the roadway could be considered a visual adverse effect upon historic properties. Therefore, a MOA and CP meeting are included in the project activities.
  - CONSULTANT will work with the designer to minimize right-of-way acquisition on any identified historic property to avoid a Section 4(f) use to result in “de minimis” or less.
- Other buildings less than 50 years of age, including the existing rest area building will be documented for the purposes of the review.
- Based on the current project description, CONSULTANT assumes the Phase Ia survey will focus on areas of temporary right-of-way for the proposed road reconstruction.
  - Costs assume that background research will be completed using the Indiana State Historic Architectural and Archaeological Research Database (SHAARD) and SHAARD GIS records.
  - The survey will be conducted on private property. No federal or state permits are anticipated.
  - Before mobilizing the field survey, property owner access will be granted to the project area.
  - CONSULTANT assumes the Phase Ia field survey methodology will be determined according to ground conditions at the time of the survey. Based on a review of current land use (agricultural fields, woodland, residential lots, and commercial lots), ground cover, and topography, CONSULTANT assumes 65 percent shovel testing, 25 percent visual inspection, and 10 percent pedestrian survey of the project area.
  - CONSULTANT assumes the excavation of approximately 600 initial shovel probes to complete the survey.
  - No archaeological sites are located within or adjacent to the project. Prehistorically, Allen County contained a high frequency of archaeological sites, although few were recorded within Wayne Township. The sensitivity of the project area for precontact cultural material is presumed low based on the proximity of the project area to the existing roadway and modern development.
  - A review of historic maps and aerial imagery indicates that the historical land use of the area surrounding the project is extensive. Several demolished 19<sup>th</sup> and 20<sup>th</sup> century residences are located near the project, which will likely manifest as archaeological sites. As such, the likelihood of encountering historic-era archaeological deposits or features is considered high.
  - CONSULTANT assumes that the Phase Ia field survey can be completed by two archaeologists in 18 days, not including mobilization time.
  - CONSULTANT assumes that 15 new archaeological sites will be identified within the project area, and no more than 50 artifacts for each site will require

- analysis.
- Costs assume the write-up of an archaeological full report.

#### **Items Specifically Not Included**

- Any changes to the scope after documentation/fieldwork has been initiated and/or completed may require a supplemental fee.
- A Section 4(f) Individual Evaluation document.
- Any special study requested by INDOT CRO or the Indiana State Historic Preservation Officer (SHPO).
- Costs do not include a geomorphological assessment or deep testing. If needed, these will be provided in a separate scope and cost.
- Costs do not include Phase II NRHP Testing or Phase III Data Recovery.
- Costs do not include any agency (state or federal) meeting.

### **IX. Waters of the US Report:**

#### **Responsibilities/Deliverables**

- Waters of the US Report.
- Findings coordination with client.

#### **Activity**

- CONSULTANT will conduct a field investigation of the site for jurisdictional streams, wetlands, and other potential Waters of the US. Staff will also investigate structures for the presence or suspected presence of migratory birds or wildlife that may be using structures as a crossing.
- A Waters of the US Report will be prepared to document site conditions that were noted during the field investigation.
- A Preliminary Jurisdictional Determination (PreJD) will be prepared for water resources identified within the project area.
- A copy of the Waters of the US Report and any CAD or Shapefiles will be provided to the engineer for inclusion in the project plans for permitting.

#### **Assumptions**

- The field investigation will last four days with four staff on site.
- CONSULTANT will be provided with project boundaries that will cover all work that will occur off of the existing roadway prior to completing the field investigations.
- Any changes to the project footprint that extend beyond the assumed project boundaries at the time of the field investigation will require additional field work and a supplement agreement.
- A water retention pond or area will be identified and included in the project work area.

#### **Items Specifically Not Included**

- Any onsite field meetings with regulatory agencies.
- Preparation and coordination of an Approved Jurisdictional Determination (AJD).

**X. Small Structure and Bridge Hydraulics Design:**

**Responsibilities**

- Prepare hydraulic analysis for the existing waterway and existing small structure at the Trentman Drain.
- Prepare hydraulic analysis for the proposed structure replacement at the Trentman Drain.
- Prepare hydraulic analysis for the existing waterway and existing bridge structure at the Junk Ditch.
- Prepare hydraulic analysis for the proposed pedestrian bridge at the Junk Ditch.

**Deliverables**

- The deliverables will consist of PDF files of the hydraulic report and electronic files of the hydraulic modeling.
- A Small Structure Hydraulic Report in accordance with Chapter 203-3.0 of the 2013 Indiana Design Manual.
- A Hydraulic Memo in accordance with Chapter 203-3.0 of the Indiana Design Manual, as well as direction from the INDOT Hydraulics web page.
- All HY-8 files used for the creation of the Small Structure Hydraulic Report.

**XI. Roadway Design:**

The CONSULTANT shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project. The Project roadway design elements shall be in accordance with the following reference documents in effect at the time the roadway plans are submitted:

1. Indiana Design Manual, as published by the Indiana Department of Transportation (INDOT)
2. Standard Specification and Recurring Special Provisions, as published by the Indiana Department of Transportation (INDOT)
3. Indiana Design Memoranda, as published by the Indiana Department of Transportation (INDOT)
4. 2011 Indiana Manual on Uniform Traffic Control Devices, as published by the Indiana Department of Transportation (INDOT)
5. A Policy on Geometric Design of Highways and Streets (Green Book), as published by the American Association of State Highway and Transportation Officials (AASHTO).
6. Roadside Design Guide, as published by the American Association of State Highway and Transportation Officials.
7. Right-of-Way Engineering Manual, as published by the Indiana Department of Transportation (INDOT)
8. Americans with Disabilities Act, as published by the United States Department of Justice

In the event that any design standards within the aforementioned reference documents are changed during the design process, the CONSULTANT shall be entitled to additional compensation as necessary to incorporate design standard changes into the project design.

The CONSULTANT shall prepare an Engineering Assessment Report. The report shall describe the project, existing conditions, planned improvements, statement of probable construction costs and different alternatives analyzed in developing the design of the project. Statements on right-of-way costs will be “best guess” estimates based upon available, existing information.

The cost estimate and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.

The CONSULTANT shall prepare and submit pavement design requests to INDOT with all necessary supporting information.

The CONSULTANT shall identify the permits required and supply completed permit application forms with all documentation necessary to obtain the permits. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with all required permits. The CONSULTANT shall track the status of permits and permit expiration dates to assure that valid permits will be available for the current project construction schedule.

The responsible registrant shall affix his/her seal to all plans, specifications and reports.

The CONSULTANT shall develop all roadway, traffic (excluding traffic signals) and erosion control plans in accordance with the aforementioned reference documents and prepare all submissions in accordance with the Indiana Design Manual and LPA Guidance Document, Latest Revisions as follows:

1. Prepare Stage I Plans for LPA Review Only, unless a Level 1 Design Exception is required at which point Stage I Plans shall be submitted to INDOT upon receipt of comments from LPA.
2. Schedule and Hold a Preliminary Field Check Meeting at the Project Site.
3. Following the Preliminary Field Check Meeting, The Consultant shall Prepare Stage II Plans for LPA Review Only.
4. Schedule a Design Hearing Request, if required, in order to obtain design approval.
5. Prepare and submit Stage III Plans for LPA review. Upon receipt of review comments from LPA, submit Stage III Plans for INDOT review. The Stage III submittal shall include all the necessary items as required by the Indiana Design Manual, including but not limited to the following: construction plans, forms, certifications, estimates and special provisions (both recurring and unique). Stage III Plans shall convey all construction details for proposed improvements (both permanent and temporary), proposed and existing right-of-way and all other necessary plan elements as required by the Indiana Design Manual
6. Upon approval of Stage III Plans, CONSULTANT shall prepare Final Tracings for three (3) individual bidding and construction phases.

The CONSULTANT shall complete the following as-needed services in accordance with the Indiana Design Manual and LPA Guidance Document, Latest Revisions.

## **XII. Lighting:**

### **Prepare Lighting Plans**

The preparation of design plans and documents task includes the following items:

1. Plan, coordinate, monitor and document the Stage 1, PFC, Stage 2, Stage 3, FFC, and FT design activities.
2. Obtain, collect, and review available data related to existing lighting, existing roadway plans, available reports, existing topo, proposed roadway plan and cross sections.
3. Obtain, and plot existing and proposed roadway geometry to prepare existing and proposed lighting plans with legends includes removals, locate ornamental light standards, locate service point, and wiring per current INDOT Standards.
4. Obtain and review ornamental light poles and luminaires specifications from the City of Fort Wayne.
5. Prepare design data and perform preliminary illumination design on Visual Software.
6. Adjust light pole spacings based on illumination design criteria, driveways, and drainage structures to update proposed lighting design plans.
7. Perform conflicts check against overhead and underground utilities with proposed poles and adjust location and illumination design.
8. Coordinate with project utility coordinator for the service point location and voltage requirements.
9. Prepare Stage 1 quantities and cost estimates for lighting design and coordinate with roadway designer.
10. Perform QA/QC check and submit Stage 1 lighting design plans.
11. Review Stage 1 review comments; revise plans per roadway and lighting review comments for PFC submittal.
12. Prepare typical sections for ornamental ground mounted light poles using INDOT Standard foundation.
13. Prepare miscellaneous details and luminaires schedule tables.
14. Update quantities and cost estimates for Stage 2 lighting design and coordinate with roadway designer.
15. Prepare special provisions.
16. Prepare proprietary material request with exhibits.
17. Perform QA/QC check and submit Stage 2 lighting design plans.
18. Review Stage 2 review comments; revise plans per roadway and lighting review comments for FFC submittal.
19. Prepare schematic diagram and perform voltage drop calculations.
20. Update quantities and cost estimates for Stage 3 and update special provisions.
21. Perform QA/QC check and submit Stage 3 lighting design plans.
22. Review Stage 3 comments and finalize design plans, typical sections, luminaries schedule, quantities, cost estimates, and specifications per revised design for phase 1.
23. Perform QA/QC check and submit Final Tracings and documents for Phase 1.
24. Review Stage 3 comments and finalize design plans, typical sections, luminaries schedule, quantities, cost estimates, and specifications per revised design for phase 2.
25. Perform QA/QC check and submit Final Tracings and documents for Phase 2.
26. Review Stage 3 comments and finalize design plans, typical sections, luminaries schedule, quantities, cost estimates, and specifications per revised design for phase 3.
27. Perform QA/QC check and submit Final Tracings and documents for Phase 3.

## **Excluded Items**

1. Structural analysis and foundation design for light structures.

## **XIII. Traffic Signal Design:**

CONSULTANT shall prepare traffic signal design and modifications at four (4) intersections within the project limits as necessary to provide PROWAG compliance (including audible signals with APS push buttons) and amber flashing arrows (4 section heads) where protected permissive movements exist. The following are the locations along Ardmore Avenue:

1. Covington Road at Ardmore Avenue – traffic signal modification as needed with pedestrian crossings.
2. Engle Road at Ardmore Avenue – new traffic signal replacement with pedestrian crossings.
3. Sandpoint Road at Ardmore Avenue – Identify future traffic signal layout for controller and strain pole locations. Design conduit installation for future signal construction.
4. Lower Huntington Road at Ardmore Avenue – new traffic signal replacement with pedestrian crossings.

## **XIV. Storm Sewer and Detention Design:**

### **Responsibilities**

- Prepare hydrologic calculations for the existing roadway corridor, identify possible outfall locations, and identify any waterway restrictions for each outfall location.
- Prepare hydraulic analysis for the roadway drainage and storm sewer system.
- Prepare hydraulic modeling in accordance with the Indiana Department of Transportation Design Manual (IDM), City of Fort Wayne Stormwater Design Manual, and Indiana Department of Natural Resources (IDNR) modeling requirements.

### **Deliverables**

- The deliverables will consist of PDF files of the hydraulic report and electronic files of the hydraulic modeling and storm sewer layout; the files will be emailed upon completion to the CLIENT for their use.
- Drainage Area and Discharge Determination Documentation in accordance with IDM Chapter 202.
- Drainage and Design Computations for the Roadway Storm Sewer in accordance with Chapter 203-4.0 of the Indiana Design Manual.
- Drainage and Design Computations for Stormwater Management and Detention in accordance with Chapter 203-5.0 of the Indiana Design Manual and the City of Fort Wayne Stormwater Design Manual.

### **Assumptions**

- It is assumed that roadside ditches (infiltration swales) or a regional detention basin will be the primary means for stormwater detention.

**Items Specifically Not Included**

- Development of an Operations and Maintenance Manual.

**XV. Permitting:****Responsibilities/Deliverables**

- US Army Corps of Engineers (USACE) and Indiana Department of Environmental Management (IDEM) IDEM/USACE Section 401/404 Individual Permit Applications.
- IDNR Construction in a Floodway (CIF) Permit.
- Local floodplain permit coordination.
- IDEM Construction Stormwater General Permit (CSGP).

**Activity**

- CONSULTANT will prepare the necessary 401/404 Permit applications and will submit them to USACE and IDEM.
- CONSULTANT will prepare the necessary CIF application, including mitigation recommendations.
- CONSULTANT Inc will prepare the CSGP and Notice of Intent documentation and will submit that documentation to IDEM.
- CONSULTANT will coordinate the local floodplain permit with the responsible local agency.

**Assumptions**

- One USACE Individual Permit and one IDEM Individual Permit are assumed because there may be unmapped water resources that will be impacted by the project.
- Two IDNR CIFs will be required due to the presence of two floodplains, one at the northern end of the project alignment and one at the southern end. It is assumed that only one CIF permit will be required for the roadway work and the proposed pedestrian bridge at the northern end of the project.
- One CSGP permit will be required for the entire project alignment.
- A local floodplain permit will be required. This scope assumes that the IDNR CIFs will be sufficient to meet local requirements.
- If wetland, tree, and/or stream mitigation is required, the client will utilize the state in-lieu fee programs and mitigation plans and monitoring will not be required.

**Items Specifically Not Included**

- Development of a consultant-designed mitigation site plan for permits.
- Planning and/or monitoring of any mitigation sites determined to be necessary during the permitting process.
- An approved AJD. It is assumed that there will be no isolated wetlands within the project area.
- Any other federal, state, or local permits that are identified after project commencement.

## **XVI. Utility Coordination:**

CONSULTANT shall provide utility coordination following the 105 IAC 13 Utility Relocation Guidance and current INDOT Design Manual, Chapter 104, "Utility Coordination" to secure appropriate certifications and approvals necessary for construction of the project. Utility coordination includes: notifying all affected utilities in the project corridor, coordination and meetings with affected utilities during design, reviewing relocation plans, managing the schedule for utility relocation work, report the weekly progress of utility relocation work to the LPA. Construction observation services is not part of this scope of work. The utility coordination process will span across three (3) separate construction phases which may include three (3) separate utility coordination processes to secure appropriate certifications and approvals necessary for each separate construction phase of the project.

### **Subsurface Utility Engineering:**

#### **Investigation Limits:**

CONSULTANT shall provide Subsurface Utility Engineering (SUE) services for the roadway extending from 100 feet south of the Ardmore Ave. & Lower Huntington Road intersection to 100 feet north of the Ardmore Ave. & Covington Road intersection. The width of investigation shall be from right-of-way to right-of-way and generally 50 linear feet along intersecting streets.

#### **Purpose:**

CONSULTANT's SUE investigation will help identify whether the previously identified underground utilities within the project limits are a correct representation of those existing in the field. CONSULTANT shall attempt to horizontally designate (Utility Quality Level B) the specific, existing, underground utilities within the project limits, followed by vertically locating (Utility Quality Level A) select utilities at specific conflict points within the project limits for use during the design process.

#### **Standards:**

The CONSULTANT shall conduct utility investigations in general accordance with ASCE 38-22: "Standard Guideline for Investigating and Documenting Existing Utilities." Identifying and mapping underground utilities and other appurtenances is a result of gathering evidence from various sources and exact utility locations are not confirmed unless visually exposed and surveyed, and then only at those specific exposed locations. The CONSULTANT shall meet the prevailing standard of care for services provided and does not guarantee that all utilities can or will be identified, detected or precisely mapped.

#### **Geophysical Surface Utility Designating- Quality Level B:**

CONSULTANT shall use appropriate surface geophysical techniques to search for the existence and approximate location of specific subsurface utilities within the limits of the project. Utilities to be investigated shall include the following: gas, water, steam, electric, communication, fiber optic cable, CATV, force main (if "toneable"), lighting, traffic signal and petroleum pipelines.

CONSULTANT estimates a maximum of approximately 65,000 lft of underground utilities may be present within the footprint of the entire length of the project (including services) based on a review of the IN-811 Design Ticket, a review of field conditions utilizing Google Earth, and past experience on similar projects. This length includes 50 lft of designating at each test hole location, which is to be performed during test hole layout.

**Air/Vacuum Subsurface Utility Locating – Utility Quality Level A (QLA):**

The CONSULTANT will perform test holes at locations where design conflicts are anticipated with existing utilities. The maximum number of holes to be performed is 60, based on the anticipated number of initial conflict points at known control locations.

**Deliverables:**

The following shall be provided as part of the Subsurface Utility Engineering services:

- Paint Marks & Flags
- Field Sketches depicting the designated utilities
- Review of electronic survey file; followed by finished plan view of topographic survey, in addition to electronic points file
- SUE Plan Sheets and Test Hole Data Forms / Utility Matrix, sealed by a Professional Engineer licensed in the State of Indiana
- Electronic copies of field data

**XVII. Railroad Coordination:**

CONSULTANT shall provide railroad coordination following the current INDOT Design Manual, Chapter 105, "Railroad Coordination" to secure appropriate agreements and approvals necessary to facilitate railroad improvements for construction of the project. Railroad coordination will include coordination with the Norfolk Southern Railway Corporation (NSRC) and its Consultant during the development of the project at the Ardmore Avenue crossing (650 feet south of Engle Road). Initiate contact with NSRC and provide plan information during different stages of design, coordinate the project and attend site meetings with NSRC, INDOT, LPA, and VS Engineering (VS) (estimate 3 meetings), manage the schedule for railroad work, report the progress of railroad coordination work to VS and LPA.

**XVIII. Title Research and Right-of-Way Plan Development:**

CONSULTANT shall provide Title Research and Right-of-Way Plan Development services as described below:

**Title Research Services:**

CONSULTANT shall conduct a 20-year chain of title search and prepare T&E Reports and also (if applicable) Title Updates in accordance with INDOT 12.2 Classification requirements.

**Right-of-Way Plan Development Services:**

CONSULTANT shall prepare final right-of-way plans, legal descriptions, right-of-way plats, acquisition instruments, and other materials to be used in the acquisition of right-of-way, and maintain LRS in accordance with the INOT 11.1 Classification requirements, INDOT Right-of-way Engineering Procedure Manual, and 864 I.A.C. 1-12.

**Right-of-way Staking:**

CONSULTANT shall stake proposed Right-of-way at all Design Bend Points and at Property Lines with a 12-inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

*Additional work or, variance from the above services set can be addressed via an addendum to this proposal.*

**XIX. Appraisal Problem Analysis Services:**

All parcels will require the preparation of an Appraisal Problem Analysis (APA) prior to the preparation of the valuation report or appraisal. The CONSULTANT shall obtain all necessary approvals prior to the assignment of a parcel to the valuation service provider or appraiser. The CONSULTANT will undertake all correspondence, complete all forms, and retain copies of all documentation that is needed to demonstrate that the valuation process was completed in accordance with the RED Manual, state law, and federal law.

**XX. Appraising Services:**

The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website).

The CONSULTANT agrees to furnish INDOT all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished INDOT.

The Appraiser agrees to furnish appraisals in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.

The appraisal will conform to statutory and judicial determinations regarding noncompensable items as set forth and discussed in "The INDOT Appraisal Manual" and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by INDOT, the CONSULTANT shall inform INDOT, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The CONSULTANT agrees to updating reports at the request of INDOT and/or testify on behalf of INDOT, on any parcels should he/she be required to do so by INDOT.

**XXI. Review Appraisal Services:**

The CONSULTANT is required to have the review appraisal done independently from the appraisal and by a firm other than the one providing the initial appraisals.

The CONSULTANT agrees to furnish INDOT all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished INDOT.

The CONSULTANT agrees to furnish reviews in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.

The CONSULTANT agrees to make the Review Appraisal Report / Appraisal Problem Analysis Report of each and every parcel.

The Review Appraisal Report / Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by INDOT, the CONSULTANT shall inform INDOT, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The CONSULTANT agrees to updating reports at the request of INDOT and/or testify in court on behalf of INDOT, on any parcels should he/she be required to do so by INDOT.

**XXII. Preconstruction Meeting:**

CONSULTANT shall prepare for and attend the preconstruction meeting, to be held in Fort Wayne, Indiana. CONSULTANT shall also perform any updates or follow-up items as a result of discussions or discissions made at the preconstruction meeting. A total of three (3) preconstruction meetings is anticipated, one for each phase of construction.

**XXIII. Bidding Phase Services:**

Following approval of the tracings, the CONSULTANT shall follow INDOT procedures regarding the bidding process such as answering questions posed by INDOT staff and contractors, issuing addenda to the contract documents as needed, and reviewing/certifying the INDOT-developed Contract Information Book (CIB). Following the bidding process, the CONSULTANT will be responsible for attending the Pre-Construction Meeting.

**XXIV. Construction Phase Services:**

The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website).

The CONSULTANT agrees to furnish INDOT all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished INDOT.

The Appraiser agrees to furnish appraisals in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.

The appraisal will conform to statutory and judicial determinations regarding noncompensable items as set forth and discussed in "The INDOT Appraisal Manual" and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by INDOT, the CONSULTANT shall inform INDOT, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The CONSULTANT agrees to updating reports at the request of INDOT and/or testify on behalf of INDOT, on any parcels should he/she be required to do so by INDOT.

## **APPENDIX "B"**

### **INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing bridge within the project limits
4. All written views pertinent to the location and environmental studies that are received by INDOT
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
7. Available data from the transportation planning process
8. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. Aerial Survey information
11. Existing water quality data
12. Laboratory tests for pavement investigation
13. Pavement design analysis
14. Geotechnical investigation, if applicable

**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:

|                                     |                   |
|-------------------------------------|-------------------|
| Anticipated Notice to Proceed       | October 30, 2024  |
| Initiate Utility Coordination       | October 30, 2024  |
| Initiate Environmental Early Coord. | November 15, 2024 |
| Survey Complete                     | April 28, 2025    |
| Stage I Plans                       | January 15, 2026  |
| Preliminary Field Check             | June 24, 2026     |
| Geotech. Investigation Complete     | October 28, 2026  |
| Pavement Design Complete            | December 16, 2026 |
| Stage II Plans                      | March 1, 2027     |
| Right of Way Engineering Complete   | May 1, 2028       |
| Environmental CE Complete           | May 1, 2028       |
| Right of Way Clear                  | February 1, 2030  |
| Stage III Plans                     | February 15, 2030 |
| Phase I: Submit Final Tracings      | June 17, 2030     |
| Phase I: Letting                    | October 9, 2030   |
| Phase II: Submit Final Tracings     | June 21, 2032     |
| Phase II: Letting                   | October 14, 2032  |
| Phase III: Submit Final Tracings    | June 18, 2034     |
| Phase III: Letting                  | October 11, 2034  |

**APPENDIX "D"**

1. The CONSULTANT shall receive as payment for the work performed under this Agreement a **Total Fee Not to Exceed of \$6,973,055.00**, unless a modification of agreement is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule except as noted in the items below:

| <b>DES. NO. 2300603 - Ardmore Avenue Widening</b>   |                       |
|-----------------------------------------------------|-----------------------|
| <b><u>LUMP SUM ITEMS</u></b>                        |                       |
| <b>Topographic Survey</b>                           | <b>\$315,500.00</b>   |
| <b>Design</b>                                       | <b>\$4,412,955.00</b> |
| Project Administration                              | \$198,400.00          |
| Engineering Assessment                              | \$19,900.00           |
| Pavement Engineering                                | \$36,200.00           |
| Roadway Design                                      | \$2,983,300.00        |
| Lighting Design                                     | \$203,400.00          |
| Traffic Signal Design                               | \$71,300.00           |
| Small Structure and Ped Bridge Hydraulics           | \$44,200.00           |
| Storm Sewer and Detention Design                    | \$339,100.00          |
| Utility Coordination                                | \$172,300.00          |
| Subsurface Utility Engineering                      | \$270,555.00          |
| Railroad Coordination                               | \$43,800.00           |
| Bidding Phase Services                              | \$30,500.00           |
| <b>Environmental Documentation &amp; Permitting</b> | <b>\$325,700.00</b>   |
| Environmental Document                              | \$85,500.00           |
| Section 106                                         | \$61,000.00           |
| Phase 1a Archaeological Report                      | \$67,600.00           |
| Waters of the US Report                             | \$50,000.00           |
| Permitting                                          | \$64,800.00           |
| <b>Right-of-Way Engineering Plans</b>               | <b>\$56,200.00</b>    |
| <b>Geotechnical Engineering</b>                     | <b>\$78,900.00</b>    |

| <b><u>UNIT PRICE ITEMS</u></b>                           |                     |
|----------------------------------------------------------|---------------------|
| <b>Right-of-Way Engineering Parcel Packets</b>           | <b>\$828,000.00</b> |
| <b>Land Acquisition</b>                                  | <b>\$696,700.00</b> |
| Appraisal Problem Analysis                               | \$29,700.00         |
| Appraisals                                               | \$449,100.00        |
| Appraisal Reviews                                        | \$217,900.00        |
| <b>Geotechnical Fieldwork &amp; Lab. Analysis</b>        | <b>\$204,700.00</b> |
| <b><u>HOURLY RATE ITEMS</u></b>                          |                     |
| <b>Construction Phase Services</b>                       | <b>\$51,200.00</b>  |
| Preconstruction Meeting                                  | \$18,000.00         |
| Construction Phase Services                              | \$33,200.00         |
| <b><u>PE SERVICES TOTAL</u>    <u>\$6,973,055.00</u></b> |                     |

Toll telephone calls, printing, mailing, FAX costs required for the permits enumerated hereinabove will not be reimbursable expenses and the costs thereof are included in the itemized costs as shown herein in Appendix "D", Section A.2.

\*The cost of reimbursable expenses (subconsultants, permit application fees, mileage, publications costs and/or regulatory fees) will be paid for by the LPA as a reimbursable fee at actual cost incurred by the CONSULTANT and permissible by the current IDOA rates, but not exceed the final amount shown in the table above.

The CONSULTANT shall not be paid for any services performed by the LPA or not required to develop this project.

#### A. Method of Payment for Design Services

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

Philip LaBrash, P.E.  
Traffic Engineer  
Citizens Square  
200 East Berry Street, Suite 210  
Fort Wayne, IN 46802  
(260) 427-2693  
philip.labrash@cityoffortwayne.org

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher.

2. LPA, for and in consideration of the rendering of the services provided for in Section "A.2", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
  - a. Upon approval by LPA, after submittal of the completed work, sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.
  - b. The CONSULTANT shall only bill for work completed on the above items. If any item is eliminated then no additional billing will be allowed. If a portion of work is completed for an item then the CONSULTANT shall bill only for that work completed. The LPA shall have no obligation to make advance payments to the CONSULTANT for services not yet performed and/or completed.
3. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Contract or the CONSULTANT's last known address.

## Attachment No. 1



Ardmore Avenue – Fort Wayne, Indiana

Survey Limits

## **DIGEST SHEET**

Department: Transportation Engineering

Resolution Number: 0777F

Title of Ordinance: Ardmore Ave Widening Project: Covington Rd to Lower Huntington Rd

Amount of Contract:

\$6,973,055.00 Professional Services Agreement with VS Engineering Inc.

Description of Project (Be Specific): Widening of Ardmore Ave between Lower Huntington Rd and Covington Rd including additions of a shared-use path, sidewalk, and curb and gutter, in Allen County.

What Are The Implications If Not Approved: Project will not be designed, traffic congestion will increase over time, pedestrians will not be provided a safe pathway along the corridor

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

Additional Comments: Project is a federally funded project. The contract is for design services. The City's matching funds will be 20% of the contract over the life of the contract, anticipated to conclude in 2032.