

1 **BILL NO. S-25-01-07**

2
3 SPECIAL ORDINANCE NO. S-_____

4 **AN ORDINANCE** APPROVING PROFESSIONAL
5 SERVICES AGREEMENT, SUPPLEMENTAL
6 AGREEMENT NO. 1, BLUFFTON ROAD OVER ST.
7 MARY'S BRIDGE REPLACEMENT, WORK ORDER
8 #0371X – (\$120,500.00 - Total Not to Exceed raised to
9 \$718,600.00) – between USI CONSULTANTS, INC.
AND THE CITY OF FORT WAYNE, INDIANA, by and
through its Board of Public Works.

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

12 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT,
13 SUPPLEMENTAL AGREEMENT NO. 1, BLUFFTON ROAD OVER ST. MARY'S
14 BRIDGE REPLACEMENT, WORK ORDER #0371X – BETWEEN USI
15 CONSULTANTS, INC. and the City of Fort Wayne, Indiana, by and through its
16 Board of Public Works, is hereby ratified, and affirmed and approved in all
17 respects, respectfully for:
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20 Rehabilitation of the Bridge Superstructure – 80% Federally funded;
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22
23 involving a total cost of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED
24 AND 00/100 DOLLARS - (\$120,500.00), (Total Not to Exceed raised to \$718,600.00).
25 A copy said Contract is on file with the Office of the City Clerk and made available for
26 public inspection, according to law.
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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

~ SUPPLEMENTAL AGREEMENT NO. 1 ~

This Supplemental Agreement is made and entered into on Oct 29, 2024 by and between **USI CONSULTANTS, INC.** and City of Fort Wayne, Indiana, Board of Public Works (hereinafter referred to as the **LOCAL PUBLIC AGENCY**). WHEREAS, **USI CONSULTANTS, INC.** (hereinafter referred to as **CONSULTANT**) has been selected to provide professional engineering services to the **LOCAL PUBLIC AGENCY**, for the project hereinafter described:

Des. No.: 1902834

Project Description: City of Fort Wayne Bridge #358: Bluffton Road over Saint Mary's River – PE, RWE

W I T N E S S E T H

WHEREAS, on September 15, 2020, the **DESIGN CONSULTANT** and the **LOCAL PUBLIC AGENCY** did enter into an Agreement for the above referenced project and

WHEREAS, the road and bridge design were more complex than originally scoped; and

WHEREAS, the **LOCAL PUBLIC AGENCY** desires to add Pedestrian Maintenance of Traffic scope of services; and

WHEREAS, the **LOCAL PUBLIC AGENCY** desires to add structural analysis of the existing bridge for Maintenance of Traffic; and

WHEREAS, the **LOCAL PUBLIC AGENCY** desires to add design and detail for all curb ramps due to added Indiana Department of Transportation requirements; and

WHEREAS, the **LOCAL PUBLIC AGENCY** desires to the multi-use trail to be replaced because it doesn't satisfy The Americans with Disabilities Act standards; and

WHEREAS, additional environmental services became necessary; and

WHEREAS, in order to provide for completion of the services, it is necessary to amend and supplement the Contract dated Tuesday, September 15, 2020.

WHEREAS, in order to provide for completion of the services, it is necessary to amend and supplement the Contract in the amount of \$120,500.00.

NOW, THEREFORE, it is agreed by and between the parties that the following Sections are amended as follows:

1. The last sentence provided in **SECTION IV** is amended to read as follows:

The maximum amount payable under this Contract shall not exceed \$718,600.00.

2. Section 1. of **APPENDIX D** is amended to read as follows:

The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee of **\$ 718,600.00** (\$598,100.00 original plus \$120,500 for this Supplement No. 1) unless a modification of this agreement is approved in writing by the LOCAL PUBLIC AGENCY.

3. The schedule provided in Section 2. of **APPENDIX D** is amended to read as follows:

1.	Topographic Survey Data Collection.....	\$ 49,300.00	\$ 46,750.00	Hourly NTE
2.	Bridge Design and Plan Development.....	\$ 286,900.00	\$ 439,400.00	Hourly NTE
3.	Public Hearing (if Needed)	\$ 15,000.00	\$ 3,850.00	Hourly NTE
4.	Additional Meeting(s) (if Needed).....	\$ 5,000.00	\$ 4,650.00	Unit NTE
5.	Utility Coordination Services.....	\$ 38,500.00	\$ 17,800.00	Hourly NTE
6.	Geotechnical Services (Terracon) including.....	\$ 39,800.00	\$ 39,700.00	Unit NTE
	- Soil Borings/ Corings / Report			
	- Pavement Design			
	- Asbestos Investigation			
7.	Waters of US Report (incl. Wetland Delineation) (SJCA)	\$ 4,000.00	\$ 4,100.00	Hourly NTE
8.	IDEM 401/USACE 404 Regional General Permit.....	\$ 7,200.00	\$ 10,800.00	Hourly NTE
9.	IDNR CIF (Replacement-in-Kind)	\$ 10,000.00	\$ 10,550.00	Hourly NTE
10.	FAA Permit.....	\$ 2,500.00	\$ 1,750.00	Hourly NTE
11.	Other Misc. Permits (i.e. Allen Co. Drainage Permit, etc.).....	\$ 5,000.00	\$ 6,000.00	Hourly NTE
12.	Environmental Document Preparation (SJCA).....	\$ 32,000.00	\$ 32,100.00	Hourly NTE
	- CE Document (CE-4)			
	- Full Section 106 Review			
	- Phase 1a Archaeology			
13.	Environmental Document Review and Management.....	\$ 6,300.00	\$ 12,800.00	Hourly NTE
14.	Phase II Environmental Assessment (SESCO)		\$ 4,450.00	NTE
15.	Special Investigations (if needed).....	\$ 30,000.00	\$ 26,250.00	Hourly NTE
	- SUE (Mason)			
	- SUE (USI Survey)			
	- Section 106 Revisions (SJCA)			
	- Additional Section 4(f) de minimis (SJCA)			
16.	Right-of-Way Plan Development			
	a. R/W Verification/Certification.....	\$ 1,800.00	\$ 3,300.00	Hourly NTE
	b. Title & Encumbrance Reports (6@ \$350/each)	\$ 2,100.00	\$ 0.00	Unit NTE
	c. Plats, Descriptions, Transfer Doc (2@ \$2,050/each)	\$ 4,100.00	\$ 0.00	Unit NTE
	d. Final R/W Plans.....	\$ 3,700.00	\$ 0.00	Hourly NTE
	e. R/W Engineering Management.....	\$ 2,100.00	\$ 1,450.00	Hourly NTE
	f. Appraisal Problem Analysis (2@ \$250/each)	\$ 500.00	\$ 0.00	Unit NTE
	g. R/W Staking	\$ 2,300.00	\$ 2,900.00	Hourly NTE
17.	Construction Phase Services (302 hrs).....		\$ 50,000.00	Hourly NTE
	TOTAL FEE.....	\$ 598,100.00	\$ 718,600.00	NTE

4. Section 2. of APPENDIX D is amended to add the following:

Hourly Not-to-Exceed (Hourly NTE) beyond ~~\$ 598,100.00~~ up to \$ 718,600.00

For services rendered that exceed the total amount of \$598,100.00, the CONSULTANT will be paid the following negotiated labor rate multiplier basis, which have no profit built in them, for the services with hourly NTE fees:

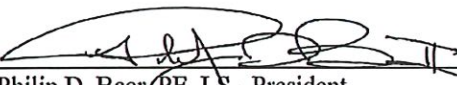
CLASSIFICATION	7/1/2023	7/1/2024	7/1/2025
	thru	thru	thru
	6/30/2024	6/30/2025	6/30/2026
CADD Technician	\$74.56	\$76.35	\$78.18
Clerical	\$76.23	\$78.06	\$79.93
Construction Project Manager I	\$83.74	\$85.75	\$87.81
Construction Project Manager II	\$111.49	\$114.17	\$116.91
Construction Project Manager III	\$134.82	\$138.06	\$141.37
Construction Project Manager IV	\$154.35	\$158.05	\$161.84
Construction Project Manager V - Dept Manager	\$180.95	\$185.29	\$189.74
Designer/Detailer I	\$146.16	\$149.67	\$153.26
Designer/Detailer II	\$170.78	\$174.88	\$179.08
Engineer Intern	\$98.12	\$100.47	\$102.88
Engineer I - Project Engineer/Non-PE PM	\$113.33	\$116.05	\$118.84
Engineer II - Project Manager	\$136.79	\$140.07	\$143.43
Engineer III - Senior Project Engineer	\$174.43	\$178.62	\$182.91
Engineer IV - Senior Project Manager	\$197.05	\$201.78	\$206.62
Engineer V - Department Manager	\$217.80	\$217.80	\$217.80
Engineer VI - Principal Engineer*	\$217.80	\$217.80	\$217.80
Environmental Specialist	\$142.86	\$146.29	\$149.80
Intern	\$54.19	\$55.49	\$56.82
Right of Way I - ROW Technician	\$72.24	\$73.97	\$75.75
Right of Way II - Agent	\$110.51	\$113.16	\$115.88
Right of Way III - ROW Engineer	\$137.11	\$140.40	\$143.77
Surveyor I - Survey Technician I	\$60.10	\$61.54	\$63.02
Surveyor II - Survey Technician II	\$76.36	\$78.19	\$80.07
Surveyor III - Party Chief I	\$97.54	\$99.88	\$102.28
Surveyor IV - Party Chief II	\$116.59	\$119.39	\$122.26
Surveyor V - Project Surveyor	\$133.99	\$137.21	\$140.50
Surveyor VI - Construction Survey Manager	\$170.78	\$174.88	\$179.08
Surveyor VII - Design Survey Manager	\$206.09	\$211.04	\$216.10
Utility Coordinator	\$156.83	\$160.59	\$164.44

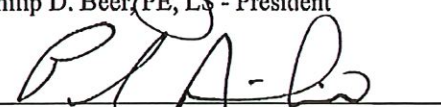
5. Except as herein modified, changed and supplemented, all terms of the original contract dated Tuesday, September 15, 2020 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1.

DESIGN CONSULTANT

USI CONSULTANTS, INC.

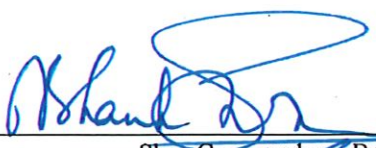
BY: 
Philip D. Beer, PE, LS - President

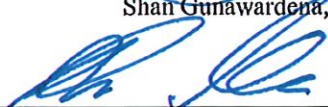
BY: 
Paul R. Aikins, PE, PS, - Vice President

DATE: July 31, 2024

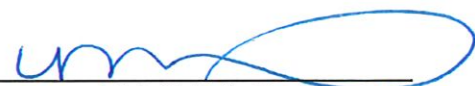
LOCAL PUBLIC AGENCY

City of Fort Wayne, Indiana, Board of Public Works

BY: 
Shan Gunawardena, Board Chair

BY: 
Kumar Menon, Member

BY: 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

Date: 10.29.2024

July 31, 2024

City of Fort Wayne – Board of Public Works
Attention: Mr. Patrick Zaharako, PE, MBA – City Engineer
Citizens Square Building
200 E Berry St, Ste 210
Fort Wayne, IN 46802

RE: Allen County Bridge Number 358: Bluffton Road over Saint Mary's River
Federal Aid Bridge Rehabilitation Design
INDOT DES No. 1902834
Supplement No. 1 Fee Justifications

Dear Patrick,

I hope this message finds you well. Following our previous discussions, I wanted to provide an update and outline some necessary adjustments to our project's scope and contract.

As we have now finished the project design and are heading towards Letting, it has become evident that additional efforts were required to achieve the desired outcomes. This includes addressing some aspects that were not fully anticipated in our initial scope, as well as expanding certain areas where the required work was beyond our original estimates. Below, you will find a detailed of these extra efforts:

1. **Level 1 Calculations:** More calculations were required for the Maintenance of Traffic (MOT) and pedestrian paths than originally expected.
2. **Level 2 Design Exceptions:** Additional exceptions were necessary as issues were unidentified until design phase.
3. **Multi-use Path Design Exception:** Required due to unforeseen design constraints.
4. **Substructure Analysis:** Additional analysis due to MOT phasing and as requested by INDOT on other projects for similar situations.
5. **Client Meetings and Reports:** Increased time for monthly meetings, progress reports, and quarterly meetings were necessary.
6. **Wingwall Replacement:** Curved geometry necessitated additional replacements at end bents and all wing walls.
7. **Railings Detailing:** Curved bridge and pier geometry required custom railings detailing, adding 26 new plan sheets.
8. **Semi-circular Overlooks:** Additional design and detailing were required due to unique geometry.
9. **Approach Slabs:** Additional detailing was necessary for curved geometry and superelevation transitions.
10. **Approach Roadway Design:** Replacement and additional detailing, including replacement of all ADA curb ramps, needed within superelevation and tapered curb limits.

Des 1902834

Bridge 358

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11. **INDOT TAC Coordination:** Numerous rounds of revisions requested by the INDOT Technical Advisory Committee (TAC) for the detailed curb ramps at Vesey Ave and Broadway intersections as well as the associated pedestrian MOT design for each of the ramps. Requests were well beyond the original scope.
12. **Superelevation and Horizontal Curve:** Additional time required for detailed calculations and diagrams.
13. **Multi-use Trail Replacement:** Replacement necessitated by substandard ADA criteria, identified in Stage 2.
14. **Additional CE Documentation:** Increased oversight and management of Categorical Exclusion documentation necessary.
15. **Phase II Environmental Site Assessment:** Needed due to additional site complexities, including possible PCB tissues in streambed.
16. **Additional Parcels for HPR:** Additional parcels required for Historic Properties Report review.
17. **Additional Public Information Meeting:** Original fees assumed one public information meeting would be held, to be invoiced under "Additional Meeting(s) (If Needed)". Two public information meetings were held.

Attached is supplement no. 1 for your review and, if approved, execution. As we discussed, the additional amount includes 0% profit.

Thank you for considering this necessary modification to our agreement and for your recognition of our efforts to accelerate the project schedule. We are at your disposal to discuss this further and ensure that we continue to align our efforts with your expectations.

Sincerely,

USI CONSULTANTS, INC.



Brandon M. Arnold, PE
Bridge Department Manager



Philip D. Beer II, PE, PS, F.ACEC
President

Electronic Attachments:

- Draft Supplement No. 1 Agreement

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: #0371X

Title of Ordinance: Bluffton Road over St Marys Bridge Replacement

Amount of Contract:

Supplemental Agreement #1 of Professional Services Agreement with USI Consultants Inc for \$120,500.00 (Total Not to Exceed raised to \$718,600.00)

Description of Project (Be Specific):

Rehabilitation of the Bridge Superstructure – 80% Federally funded

What Are The Implications If Not Approved:

Will make completing the project improbable.

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

Additional Comments: