

BILL NO. S-26-01-13

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – PASER STUDY ASPHALT - WORK ORDER #0913P – LUMP SUM FEE OF \$159,000 - between PaveX, LLC 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 PROFESSIONAL SERVICES AGREEMENT - PASER STUDY ASPHALT - WORK ORDER #0913P – between PaveX, LLC 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:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary TO RATE THE CONDITION OF ALL OF THE STREETS WITHIN THE CITY LIMITS USING AI AND PROPRIETARY SOFTWARE TO COME UP WITH A CONDITION RATING TO BE USED TO CHOOSE FUTURE PROJECTS;

involving a lump sum fee of ONE HUNDRED FIFTY-NINE THOUSAND AND 00/100 DOLLARS - (\$159,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

PROFESSIONAL SERVICES AGREEMENT

Work Order #0913P

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
200 E Berry St, Suite 210
Fort Wayne, IN 46802

and

PaveX, LLC ("ENGINEER")

97 Gardenia Dr.
West Lafayette, IN 47906
765-237-9424

Who agree as follows:

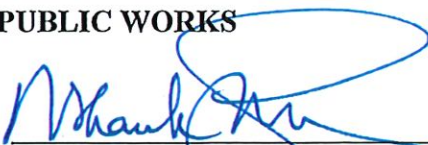
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part IV - Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement and written authorization to proceed from CITY. CITY and ENGINEER agree that these signature pages, together with Parts I-V and attachments referred to therein, constitute the entire Agreement ("AGREEMENT") between them relating to the PROJECT.

APPROVALS

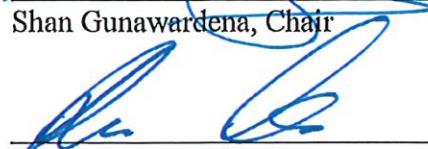
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

BY:


Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:

12.16.2025

APPROVED as to legality and form

APPROVED FOR ENGINEER

BY:

Mohammad Jahanshahi, President
(Print Name, Title)



ATTEST:

Zahra Tehrani, Clinical Associate Professor
(Print Name, Title)



DATE:

12/09/2025

PART I

SCOPE OF PROJECT

1. Assessment Preparation

- **Data Acquisition:**
Obtain the current shapefile from the City of Fort Wayne, which includes past PASER scores and road segment information.
- **Coordination:**
Coordinate with Fort Wayne's Department of Public Works to finalize scheduling, access requirements, and project logistics.

2. Data Collection

- **Data Capture:**
Use high-resolution imaging, depth-sensing, and GPS-enabled data collection systems to capture surface condition details of each designated asphalt road. This approach will allow a comprehensive, multi-dimensional assessment of the pavement surface condition.
- **AI Processing:**
PaveX's advanced AI system will process the collected RGB, depth, and GPS data to identify surface distresses, including cracking, rutting, potholing, and other degradation factors, ensuring objective and consistent condition assessment.

3. PASER Score Assignment

- **Objective Assessment:**
Assign PASER scores (1-10 scale) for each road segment based on standardized criteria. PaveX's AI-assisted system will apply PASER guidelines.
- **Shapefile Integration:**
Populate each road segment in the provided shapefiles with the new PASER scores for streamlined integration with the City's GIS systems.

4. Data Reporting and Delivery

- **Updated Shapefiles:**
PaveX will deliver the updated shapefile with PASER scores for each road segment, ready for City integration and visualization.
- **Final Review Meeting:**
A final review meeting will be scheduled to present findings, address questions, and ensure all project deliverables meet the City's satisfaction.

PART II

INFORMATION AND SERVICES TO BE FURNISHED

The CITY shall furnish the ENGINEER with the following:

- Current road inventory and map of asphalt roads in shapefile format.
- Assignment of a point of contact for regular communication and access to necessary records.
- Approval the final report upon satisfactory completion.

The ENGINEER shall furnish the CITY with the following:

- Provide assessments according to PASER standards, utilizing RGB, depth, and GPS data processed by AI.
- Updated shapefile as specified.
- Communication of any issues or delays promptly to the City's point of contact.

PART III

SCHEDULE

ENGINEER will have met project requirements upon successful collection and delivery of PASER scores for the full 2,354-mile scope by April 30, 2026, with all documentation and data finalized to the satisfaction of Fort Wayne's Department of Public Works.

PART IV

COMPENSATION

The ENGINEER shall receive as payment for the work performed under this Agreement a LUMP SUM fee of \$159,000.00.

**PART V
STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

11. **INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and ENGINEER business, requirements. Certificates evidencing such coverage will be provided to CITY within 30 days of the execution of the agreement. For projects involving construction, CITY agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER coverages referenced above shall, in such case, be excess over contractor's primary coverage.

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

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

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

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

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

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

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

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

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

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: 0913P

Title of Ordinance: Professional Services Agreement between the City of Fort Wayne and PaveX, LLC. for PASER Study Asphalt

Amount of Contract: Lump Sum fee of \$159,000.00

Description of Project (Be Specific): Rate the condition of all of the streets within the city limits using AI and proprietary software to come up with a condition rating to be used to choose future projects.

What Are The Implications If Not Approved: City staff would have to rerate streets during winter months – and pull them away from other necessary tasks, such as surveying and engineering.

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

Additional Comments: N/A