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BILL NO. S-14-05-25

SPECIAL ORDINANCE NO. S-57-14

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT FOR THE TAYLOR-HALE SEWER SEPARATION PHASE II - W.O. #75954 between A&Z ENGINEERING and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT FOR THE TAYLOR-HALE SEWER SEPARATION PHASE II - W.O. #75954 by and between A&Z ENGINEERING and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

Professional engineering services to provide design, bid assistance and construction engineering services for the Taylor-Hale Sewer Separation Phase II project:

involving a total cost of ONE HUNDRED SEVENTEEN THOUSAND, EIGHT HUNDRED TWENTY AND 00/100 DOLLARS - (\$117,820.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.


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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



Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

**TAYLOR-HALE SEWER SEPARATION
PHASE 2**

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
Citizens Square
200 East Berry, Suite 240
Fort Wayne, IN 46802

and

A&Z ENGINEERING, LLC ("ENGINEER")
9017 Coldwater Road Ste 500
Fort Wayne IN 46825
260-485-7077
260-485-7071 fax

Who agree as follows:

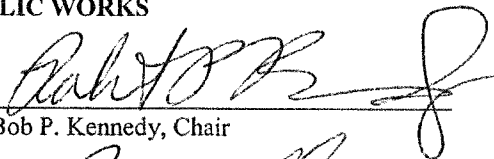
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services") and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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

APPROVALS

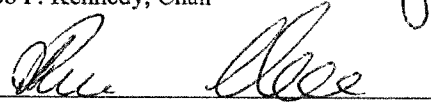
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Bob P. Kennedy, Chair

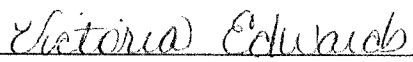
BY:


Kumar Menon, Member

BY:


Mike Avila, Member

ATTEST:

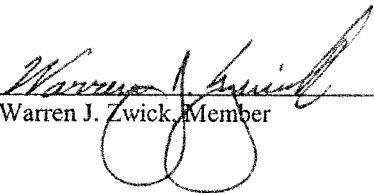

Victoria Edwards, Clerk

DATE:

May 21, 2014

APPROVED FOR ENGINEER

BY:


Warren J. Zwick, Member

DATE:

MAY 15, 2014

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

ENGINEER shall provide the CITY with professional engineering services in all phases of the Project to which this scope of services applies. These services will include serving as the CITY's professional representative for the Project, providing professional engineering consultation and advice, furnishing civil engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

This Project will be a sewer separation project for the Subbaisn J03012 which contributes to Outfall 007 and 056. This project is part of the Long Tern Control Plan CSO Control Measure #6 to complete partial sewer separation projects that are cost effective for Subbasins tributary to the Parallel Interceptor (PI). The Taylor-Hale Sewer Separation Phase II project contains approximately 4,295 feet of piping that will convey runoff from portions of Taylor St., Brown St., Paul St. and Brooklyn Ave to the St. Mary's River via a new storm water outfall. This proposed storm sewer system will consist of approximately 950 lf of 12" RCP, 1,075 lf of 18" RCP, 410 lf of 24" RCP, 390 lf of 42" RCP and 1,470 lf of 48" RCP. **Note: The final layout, lengths and sizes are estimates only & final quantities shall be determined under this PSA.** The new storm sewers will pick up inlets/catch basins and parking lots that are currently connected to the combined system. Green infrastructure may be required, such as rain gardens, stormwater tree boxes or other stormwater BMPs, to be incorporated into the project to meet water quality standards for the newly separated storm water.

C. SCOPE OF SERVICES

The duty of the ENGINEER is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The ENGINEER shall develop and provide the following services:

Task 2A – Preliminary Design Field Survey

Field survey shall establish a site and topographic survey of the Project area (or areas which are relevant to the design of the Project (i.e. roadway, right-of-way) and appropriate information. ENGINEER shall:

- 2A.1 Plan, coordinate, monitor and document Project-surveying activities.
- 2A.2 Recommend necessary right-of-way, easement, property and section corner information from local and State agencies.
- 2A.3 Send out survey notices and coordinate with utility companies to locate underground utilities in field and to obtain utility plans. CITY'S will provide a signed property owner notice to send out to property owners. Surveying is not to begin until notices are sent out and has been coordinated with City Utilities Engineering or its Representatives.
- 2A.4 Perform field survey in sufficient detail to obtain the following information, at a minimum:
 1. Survey limits shall include the limits of the right-of-way and 15' on either side of the right-of way and adjacent ground elevations.
 2. Parking lots within the project limits to pick up existing inlets/catch basins within the lot and/or the drainage of the lot.

3. All located utilities, including towers, poles, pedestals, manhole covers, vault lids, valve box covers, meter box covers, service box covers, cleanouts, and fire hydrants (including size, locations, material and depth if known).
 4. Storm sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 5. Sanitary sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 6. Individual trees larger than 6-inch diameter.
 7. Tree groups, shrubs, gardens, decorative rocks or stones.
 8. Fences.
 9. Edges of pavement for all neighborhood streets and sidewalks within the survey limits.
 10. Limits of all buildings, appurtenances, structures located adjacent to the facility within the survey limits.
 11. Limits of existing channel banks, centerline and bottom of channel, ponds, lakes and streams and water's edge elevations.
 12. Locations and elevations of on-site benchmarks.
 13. Property lines, lot lines, right-of-way lines and easement lines.
 14. Street signs (including names), traffic signals, curbs, signs and driveway.
 15. Headwalls or retaining walls, and bridges and culverts.
- 2A.5 ENGINEER shall establish a minimum of ten (10) additional onsite temporary benchmarks in the form of capped rebars to be used for horizontal and vertical control during construction (1983 State Plan Coordinate System, Indiana 1301, Eastern Zone and 1988 National Geodetic Vertical Datum). The benchmark that was used to set these temporary benchmarks shall also be provided.
- 2A.6 ENGINEER shall provide survey data in electronic format with 8 1/2" x 11" printouts of the points, and provide CITY with electronic copies of field notes and plats.
- 2A.7 ENGINEER shall stake existing easements in the project area as directed by Program Manager.

Task 2B – Preliminary Design Soil Investigation & Pavement Cores

- 2B.1 ENGINEER shall provide soil-boring/testing services for a maximum of ten (10) borings, 6 for proposed storm sewer and 4 for green infrastructure, to include furnishing all labor, materials, and equipment necessary for the complete and satisfactory construction of the Project. The soil investigation will also include the soil borings and/or testing for the green infrastructure that will be proposed for the Project. Green infrastructure soil borings and/or testing shall conform to the Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document.
- 2B.2 ENGINEER shall submit names of local subconsultants for geotechnical work to CITY for approval prior to issuing a notice-to-proceed.
- 2B.3 Soil borings shall be staked for location by ENGINEER prior to boring. ENGINEER shall deliver complete geotechnical report of all soil boring data with preliminary drawings for review. Soil boring data shall be included on drawings and with contract bid documents.
- 2B.4 All pavement cores shall be performed by the City of Fort Wayne Transportation Department and coordinated through CITY.

Task 2C – 30% Preliminary Design

- 2C.1 Attend up to three (3) design meetings with CITY to discuss preliminary design issues which may include cost effective sewer separation, storm sewer level of service, general design issues, etc.
- 2C.2 Attend a review meeting – *proposed* to occur at the end of 30% Preliminary Design. These meetings are held at the CITY's office.
- 2C.3 Keep the minutes of the design meetings and 30% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the meeting.
- 2C.4 Topographic survey should be complete by this submittal.
- 2C.5 Notify CITY of potential environmental permits required for the project (i.e. IDEM Rule 5 Submission, IDNR Construction in a Floodway, IDEM Water Permit, etc.). In addition, the ENGINEER should inform the CITY of wetlands within or adjacent to the project limits.

If any permit applications are required for the Project, it will be completed under contingency items. All contingency items require authorization by the CITY and shall have prior approval of fees prior to commencement.
- 2C.6 Research CITY documents for existing mapping, utility information, record drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
- 2C.7 Identify major utilities and their approximate location from utility maps. Coordination with other utilities such as NIPSCO, AEP, Verizon, Frontier, etc. may be necessary.
- 2C.8 Check conflicts with any other proposed projects in the immediate area.
- 2C.9 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2C.10 Review the proposed storm sewer system (see Exhibit A: Taylor-Hale Phase 2 Sewer Separation for potential storm sewer layout). Provide CITY with a technical memorandum summarizing all calculations and verifications from items below. If a conflict arises, the ENGINEER shall propose an alternate recommendation.
 - 1. Establish the final layout of the storm sewer system using the survey data from Task 2A.
 - 2. Complete a delineation of the storm sewer shed using the survey data and incorporate into the final layout of the storm sewer system.
 - 3. Estimate a level of service for each of the new storm sewer branches.
 - 4. Incorporate picking up inlets/catch basins and/or drainage within the proposed system.
 - 5. Verify all sizes (pipe capacity), lengths and constructability (sewer must be able to maintain minimum cover) for the storm sewer layout.
 - 6. Determine the final lengths and sizes using the final layout.
 - 7. The final layout will need to be verified and coordinated with City Utilities Engineering.
- 2C.11 Evaluate alternative best management practices, BMPs, addressing water quality standards and requirements per Unit II, Chapter 5 of the Development Criteria /

Standards Manual. Determine the possible type and location of stormwater BMPs using green infrastructure (i.e. bioretention, swales, infiltration trenches, tree boxes, etc.). A technical memorandum and map shall be submitted of proposed type(s), location(s) and sizing calculations. Upon the CITY's acceptance of proposed type(s) and location(s) for Green Infrastructure BMP's, design services shall be completed under OPTIONAL ADDITIONAL SERVICES (Section E of this Agreement).

2C.12 If easements and right of entry permission are required, the ENGINEER shall submit an estimate of the number of parcels affected and a brief justification for the encroachments. If property acquisition is require, it will be completed under contingency items. All contingency items require authorization by the CITY and shall have prior approval of fees prior to commencement.

2C.13 30% Preliminary construction plans should include:

- A. Cover sheet with Project title, Project number, location map, description of the Project limits, signature blocks, index of plan sheets, list of utility owners and addresses, and north arrow.
- B. Typical cross sections, if necessary for the Project, should show basic configuration, design features such as pavement restoration type, curbs, sidewalk, cross slopes, and construction centerline.
- C. The following information shall be included in the plan and profile sheets:
 - o show the preliminary proposed design information;
 - o show the existing topography and site conditions;
 - o label the existing street names;
 - o show the beginning and ending stations for the project in plan and profile view;
 - o north arrow and scale;
 - o label the existing right-of-way, property lines, and easements;
 - o label the horizontal/construction line alignment with stationing;
 - o show the existing ground under the horizontal/construction line alignment (profile) with existing and proposed elevations clearly labeled;
 - o label all crown and invert elevations, pipe size, and flow direction for existing structures (sanitary, storm, or water main);
 - o identify the existing trees and existing ADA ramps to be affected by proposed design;
 - o show the preliminary dimensions for pavement widths and radii at street intersections;
 - o proposed construction methods and pipe materials as applicable;
 - o proposed type of BMP's for the Project and the location shall also be included on the drawings.

2C.14 Compute Project quantities and estimate of construction costs.

2C.15 Furnish two complete sets (1 hard copy and 1 pdf) of the 30% Preliminary Design Submittals to the CITY for review and approval. After a review meeting with the CITY incorporate any necessary changes.

Preliminary Design Submittals: (2 Complete Sets)
Technical Memorandum – Storm Sewer & Green Infrastructure Design
30% Preliminary Design Drawings
Project Quantities w/estimated construction costs
Table of Contents of Specifications.

2C.16 The preliminary construction plans and support documentation submitted for review should be marked with “Not for Construction” and “First Submittal”.

2C.17 Incomplete submittals will not be accepted and/or reviewed by the CITY.

Task 2D – 60% Preliminary Design

2D.1 Attend up to two (2) design meetings with CITY and a field walk through of the Project to discuss design issues which may include storm sewer routing, utility conflicts, general design issues, etc.

2D.2 Attend a review meeting – *proposed* to occur at the end of 60% Preliminary Design. These meetings are held at the CITY’s office.

2D.3 Keep the minutes of the 60% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the review meeting.

2D.4 Geotechnical report should be completed by the end of this task.

2D.5 Resolve utility conflicts.

2D.6 Determine the final location of the proposed improvements and temporary or permanent easement requirements.

2D.7 60% Preliminary Design Drawings. Incorporate design improvements presented in “First Submittal”.

The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	1
Survey Control Data Sheet	1
Traffic Control Sheet	2-3
Plan and Profile Sheets	9
Erosion Control Plan Sheet	2
Greenscape Design	2
Restoration Plan Sheets	2
Structure Data Table	1
<u>Special Detail Sheets</u>	<u>7</u>
TOTAL	28-29

The following information shall be included in the plan and profile sheets:

- label the construction centerline/alignment with bearings, curve information, and stationing along the construction line with tic marks every 100 feet;
- verify that the beginning and ending stations for the Project in plan and profile view have not changed;
- show the dimension widths of pavement lane(s), curb and gutter, parkway strip, and sidewalk;
- show the limits of reconstruction for public road approaches and driveways;
- label the driveway centerline station and width;
- show the proposed ditch grading in profile view;
- show the new sidewalks, curb, and ADA ramps;
- show the limits of the proposed easement and property owner’s names and addresses (if applicable);

- show the proposed storm sewer, sanitary sewer, and water main locations with outlet locations clearly identified in the plan and profile views;
- label crown and invert elevations, pipe size, flow direction and coordinates for existing and proposed storm sewer and sanitary sewer in profile view;
- show the existing and proposed locations for water mains in profile view;
- label structures with stationing and offset distance from the construction line in plan view for proposed and existing storm sewer(s) and sanitary sewer(s);
- show the survey control points and benchmarks;
- label signs and mailboxes to be removed and reset;
- label castings to be adjusted;
- label trees to be protected or removed;
- show the north arrow and drawing scale;
- update construction limits; and
- show proposed legend in plan view.

2D.8 Prepare a draft of Project specifications in 2004 Master Format. ENGINEER shall coordinate with CITY to incorporate City Standard Specifications into outline.

2D.9 Compute Project quantities and estimate of construction costs.

2D.10 Submit draft 60% Preliminary Design Submittals to CITY for review and approval.

Preliminary Design Submittals: (2 Complete Sets)

60% Preliminary Design Drawings

Updated Project Quantities w/estimated construction costs

Draft of Project Specifications in 2004 Master Format

2D.11 Upon approval of 60% Preliminary Design Drawings, submit one copy for “routings” along with a list of all projected affected entities. CITY will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to ENGINEER at the review meeting.

2D.12 The preliminary construction drawings and support documentation submitted for review should be marked with “Not for Construction” and “Second Submittal”.

2D.13 Incomplete submittals will not be accepted and/or reviewed by the CITY.

Task 3A – 95% Preliminary Design & Final Design

3A.1 Attend a review meeting – *proposed* to occur at the end of 95% Preliminary Design (95% Draft Plans). These meetings will be held at the CITY’s office.

3A.2 Keep the minutes of the 95% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

3A.3 Prepare the 95% preliminary & final specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement CITY standards. ENGINEER shall coordinate with CITY to incorporate CITY Standard Specifications into the Project’s specifications.

3A.4 Complete a quality control review of the draft Contract Documents.

- 3A.5 Prepare 95% preliminary & final design drawings. Incorporate comments received during the review meetings and routings.
- 3A.6 Update summary of project quantities with estimated construction costs for both the 95% preliminary & final specifications.
- 3A.7 Submit 95% Preliminary & Final Design Submittals to CITY for review and approval.

95% Preliminary Design & Final Design Submittals: (2 Complete Sets)

95% Preliminary Design & Final Design Drawings

95% Preliminary Design & Final Project Quantities
w/estimated construction costs.

95% Preliminary Design & Final Bidform

*Using 2004 Master Format completed with the CUE's required format

95% Preliminary Design & Final Project Specifications in 2004 Master Format

- 3A.8 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "Third Submittal".
- 3A.9 Upon approval of 95% Preliminary drawings and specifications, prepare and submit Final Design Drawings with one (1) set of stamped paper bond drawings, two (2) electronic versions of the Project specifications (1 Microsoft Word and 1 pdf) and two (2) electronic copy of Project drawings (1 dwg version 2007-2012 and 1pdf).

Task 3B - Bidding Phase

The bidding phase Services shall include the following:

- 3B.1 Attend pre-bid meeting.
- 3B.2 Assist with addenda, as needed, to interpret, clarify or expand bidding documents. CITY will issue the Addenda.
- 3B.3 Conformed Contract Documents
The ENGINEER shall prepare a complete set of Contract Documents (drawings and specifications) incorporating all issued addenda after execution of the Construction Agreement by the CITY and Contractor. These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda, full counterpart copies of the addenda and accepted bid proposal. Submit one (1) electronic version of CTC Project drawings in both PDF and DWG file format or latest version (AutoCAD 2010 or latest version) and one (1) electronic copy of the CTC Project specifications (Microsoft Word).

Task 4 – Property Acquisition

Please refer to Contingency Tasks under E. Optional Additional Services.

Task 5 - Construction Phase

- 5.1 ENGINEER shall attend the pre-construction meeting.
- 5.2 ENGINEER shall visit project sites during construction as needed to answer questions from CITY, CITY's resident project representative, or Contractor, for a

maximum of five (5) construction site visits.

- 5.3 ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the Contractor. The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Review Contractor-submitted shop drawings for compliance with Contract Documents, as requested by CITY. Review shall be to assess if the items covered by the submittals will, after installation or incorporation, conform to the Contract Documents and be compatible with the overall design intent. Review and approval will not extend to means, method, techniques, sequences or procedures of, or to safety precautions, procedures, or programs incident thereto. ENGINEER shall be available to answer questions as they pertain to the drawings and specifications throughout construction of the Project.
- 5.4 ENGINEER shall utilize the City of Fort Wayne's Project Management Information System (PMIS) document management system for construction management.
- 5.5 ENGINEER shall not be responsible for the acts or omissions of the Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Contractor's Work. ENGINEER shall not be responsible for the failure of the Contractor to perform or furnish the Contractor's Work in accordance with the Contract Documents.

D. SCHEDULE

The Project shall be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by June 13, 2014 and receiving prompt review and approvals from City of Fort Wayne agencies and CITY.

<u>SCHEDULE</u>	<u>DATE</u>
Task 2A: Preliminary Design Field Survey	06/13/2014 to 07/14/2014
Task 2B: Preliminary Design Soil Investigation	06/13/2014 to 12/17/2014
Task 2C: 30% Preliminary Design	06/13/2014 to 09/11/2014
Task 2D: 60% Preliminary Design	09/12/2014 to 12/17/2014
Task 3A: 95% Preliminary Design & Final Design	12/18/2014 to 04/07/2015
Task 3B: Bidding Phase	TBD
Task 4: Property Acquisition	06/13/2014 to 04/07/2015
Task 5: Construction	TBD

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by the CITY and after approved of negotiated fees, ENGINEER may provide the following additional services:

GREEN INFRASTRUCTURE DESIGN:

ENGINEER shall design selected Green Infrastructure and incorporate into the project documents.

- Green infrastructure design shall conform to Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document.
- Green infrastructure may include, but not limited to bioretention, swales, rain gardens, pervious pavement, infiltration trenches, tree boxes, stormwater quality units, etc.

SUBSURFACE UTILITY EXPLORATION

ENGINEER shall obtain the services of a qualified sub-consultant to perform test holes on predetermined utilities and locations. The testing will provide three-dimensional mapping of the utilities and related structures to facilitate proper design of the new underground piping and to minimize/eliminate unforeseen utility conflicts.

CONTINGENCY TASKS (but not specifically limited to):

Contingency items are authorized by the CITY and shall have prior approval of fees before commencement.

- Attend additional meetings as needed to review and discuss the Project.
- Perform site visits to assist CITY in resolution of design or construction problems.
- Upon written authorization from CITY, and negotiation of satisfactory fees:
 - A. Prepare summary of required property acquisition.
 - B. Submit summary to agent/company qualified to research title history to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that will be subject to easement or right-of-way acquisition.
 - C. Based on findings of title work done in B above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. This task shall be prepared in conformance to the City of Fort Wayne Design Standards Manual General Requirements, Chapter 6.
- **Permit Applications**
 1. Furnish to the CITY all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies.
 2. Assist the CITY, as requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending meetings with reviewing agencies.

PART II

CITY'S RESPONSIBILITIES

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

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

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

Provide ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available at Citizen's Square.

Provide ENGINEER with electronic copies of ortho aerial photography, GIS base map information (AutoCAD format) on right-of-way and lot information, and GIS information on existing water and sewer lines (AutoCAD format).

B. REPRESENTATIVE

Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define CITY's requirements and make decisions with respect to the Services. The CITY representative for this Agreement will be Jonathan Ondracek, E.I (CITY Program Manager).

C. DECISIONS

Provide all criteria and full information as to CITY's requirements for the Services and make timely decisions on matters relating to the Services.

D. PROPERTY OWNER NOTIFICATION

Property owner survey notification letter will be prepared by the CITY, but will be sent by ENGINEER.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$ 117,820.00 as summarized in Attachment # 1.

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

Payment for outside consulting and/or professional services such as geotechnical, utility location services, registered land surveyor for easement preparation, or legal services shall be performed by a subconsultant at actual cost to ENGINEER plus 10 percent for administrative costs. The ENGINEER will obtain written CITY approval before authorizing these Services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. ENGINEER shall invoice CITY monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.
- b. CITY shall pay ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the 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 shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its

Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802

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.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

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.

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:
<http://www.cityoffortwayne.org/index.php/content/view/1494/1566/>

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the CITY, ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the service contemplated by the Agreement.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

<u>Preliminary Design Field Surveying – (Task 2A)</u> For Services outlined in Task 2A, a not to exceed fee of:	\$	12,140.00
<u>Preliminary Design Soil Investigation – (Task 2B)</u> For Services outlined in Task 2B, a not to exceed fee of:	\$	7,340.00
<u>30% Preliminary Design – (Task 2C)</u> For Services outlined in Task 2C, a not to exceed fee of:	\$	24,260.00
<u>60% Preliminary Design – (Task 2D)</u> For Services outlined in Task 2D, a not to exceed fee of:	\$	20,350.00
<u>95% Preliminary Design & Final Design – (Task 3A)</u> For Services outlined in Task 3A, a not to exceed fee of:	\$	15,440.00
<u>Bidding Phase – (Task 3B)</u> For Services outlined in Task 3B, a not to exceed fee of:	\$	5,590.00
<u>Construction Phase – (Task 5)</u> For Services outlined in Task 5, a not to exceed fee of:	\$	12,700.00
OPTIONAL ADDITIONAL SERVICES		
<u>Green Infrastructure Design</u> For Services outlined in Section E, a not to exceed fee of:	\$	10,000.00
<u>Contingency</u> For Services outlined in Section E, a not to exceed fee of:	\$	10,000.00
TOTAL NOT TO EXCEED FEE:	\$	117,820.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

A&Z ENGINEERING, LLC

Sr. Project Manager / Principal	\$115
Sr. Project Engineer / Sr. Consultant	\$98
Senior Engineer / Senior Designer	\$90
Engineer / Designer	\$80
Senior Technician / Inspector	\$75
Technician / Inspector	\$65
Admin / Clerical	\$60

CITY OF FORT WAYNE, INDIANA

A&Z Engineering, LLC
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

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

Section 1. Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

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

Name: Jamal T. Anabtawi

Name: Warren J. Zwick

Address: 6927 Pintail Drake Ct Fort Wayne IN 46845 Address: 12226 Wood Glen Dr Fort Wayne IN 46814

b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship () stock () partnership interest () units (LLC) () other (explain) _____

c. For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent):
ownership interest: 50 %

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

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

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

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes _____ No. X
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes _____ No. X
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes _____ No X

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).

Six Mile Creek Trail – Trail Design	PO 90640103-000	Dawn Ritchie	11-04-2009
Maplecrest Rd – Roadway Design	PO 10640019-000	Shan Gunawardena	02-17-2010
On-call Surveying & Drafting	PO 14905032-000	Nathan Baggett	02-11-2014
On-call Inspection	PO 13905042-000	Mike Kiester	04-17-2013
Taylor-Hale Phase I – Sewer Design	PO 12905105-000	Kelly Bajic	10-25-2012
Covington Rd Trail – Inspection	PO 13640012-000	Dawn Ritchie	03-04-2013
SRTS State/Lahmeyer - Inspection	PO 13640011-000	Dawn Ritchie	03-04-2013
2014 Water Main Design – Pkg #2	PO 13905092-000	Andrew Schipper	06-28-2013
St Joe River CSO - Sewer Design	WO 75876	Kelly Bajic	06-28-2013
Blackhawk – Conc Pvmt Repair	WO 12381	Shan Gunawardena	11-13-2013
Maplecrest Rd Ph II – Rdwy Design	PO 14640024-000	Shan Gunawardena	04-24-2014

- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No. X
- If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

Section 4. CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure

Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

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

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

A&Z Engineering, LLC
(Name of Vendor)

9017 Coldwater Rd Ste 500 Fort Wayne IN 46825
Address
260-485-7077
Telephone
warren@az-engineering.net
E-Mail Address

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

Name (Printed) Warren J. Zwick Title Member

Signature  Date 04/30/2014

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

Interoffice Memo

Date: **May 14, 2014**
To: Common Council Members
From: Jonathan Ondracek, Engineering Associate, City Utilities Engineering
RE: **Contract Title: Taylor-Hale Sewer Separation Phase II
W.O. #75954**

Council District # 5

Consultant Selected: A&Z Engineering

Contract Value: \$117,820.00

The consultant shall provide: Professional engineering services to provide design, bid assistance and construction engineering services for the Taylor-Hale Sewer Separation Phase II project.

Project Description: The Taylor Hale Sewer Separation Phase II project is the second phase of a sewer separation project that will be designed in the southwest part of the City within the Westfield Neighborhood. This new storm sewer will pick up wet weather flows that are currently connected to the combined sewer system in order to reduce CSO volume. This project will consist of the design of approximately 4,295 linear feet of 12 through 48-inch storm sewer along Brown Street, Brooklyn Avenue, Paul Street and Taylor Street. A new outfall into the St. Mary's River will be designed as part of this project. This is a preliminary route and the final route will be coordinated with other City departments and affected business owners as the design progresses. "Green" (or sustainable) infrastructure such as rain gardens and/or bioswales will also be incorporated into the project to provide water quality for the newly separated storm water. City Utilities Engineering will promote a public meeting to be held for these neighborhoods to discuss any green infrastructure near or close by a resident's property prior to the completion of the design.

Implications of not being approved: This sewer project is an integral part of compliance with the Consent Decree, to reduce combined sewer overflows to the St. Mary's River.

If Prior Approval is being Request, Justify: N/A

Selection and Approval Process: The consultant was selected through the Competitive Sealed Proposal (CSP) process based on their prior experiences and qualifications. The Request of Qualification (RFQ) announcement was sent to approximately 146 firms, and 15 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. A Request for Proposals (RFP) was then developed and sent to all shortlisted firms. All four shortlisted firms submitted Competitive Sealed Proposals and a scoring matrix was used to score all firms based on the RFQ and RFP scores. RFP scoring was based on prior work experiences, qualifications, proposed

scope of services and cost. Using this procedure, Utilities Engineering selected A&Z Engineering for this project and also finds their not-to-exceed fee to be the best value. The Board of Public Works approved the contract on May 21, 2014.

Funding: The Professional Services Agreement (PSA) will be funded by Sewer Revenue Bond.

Council Introduction Date: May 27, 2014

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Geoff Paddock
Read the second time by title and referred to the City Utilities
Committee. Read the third time in full and on motion by Councilman
Paddock, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>
BENDER	<u>✓</u>	_____	_____	_____
CRAWFORD	_____	_____	_____	<u>✓</u>
DIDIER	<u>✓</u>	_____	_____	_____
HARPER	<u>✓</u>	_____	_____	_____
HINES	<u>✓</u>	_____	_____	_____
JEHL	<u>✓</u>	_____	_____	_____
PADDOCK	<u>✓</u>	_____	_____	_____
SHOAFF	<u>✓</u>	_____	_____	_____
SMITH	<u>✓</u>	_____	_____	_____

DATED: 6-10-14 Sandra E Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. S-59-14 on the 10th day of
June, 2014

ATTEST:
Sandra E Kennedy
SANDRA E. KENNEDY,
CITY CLERK

Marshall A. Bender
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day
of June, 2014, at the hour of 11:00 o'clock AM. E.S.T.

Sandra E Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of June
2014, at the hour of 10:30 o'clock AM. E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BILL NO. S-14-05-25

REPORT OF COMMITTEE ON CITY UTILITIES

JUNE 3, 2014

*Geoff Paddock, Chair
John Shoaff, Co, Chair
All Council Members*

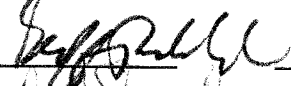

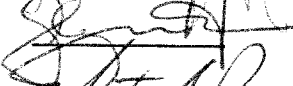
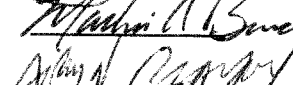



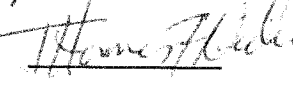
AN ORDINANCE approving Professional Services Agreement for the Taylor - Hale Sewer Separation Phase II - W.O. #75954 between A&Z Engineering and the City of Fort Wayne, Indiana, in connection with the Board of Public Works. **COMMITTEE ON CITY UTILITIES HAVE HAD SAID** Ordinance under consideration and beg leave to report back to the Common Council that said ordinance

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**SANDRA E. KENNEDY
CITY CLERK**