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**BILL NO. S-15-02-03**

SPECIAL ORDINANCE NO. S-17-15

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT FOR THE DUPONT ROAD SANITARY EQUALIZATION FACILITY - WORK ORDER 76075 between HAZEN AND SAWYER, P.C. 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 DUPONT ROAD SANITARY EQUALIZATION FACILITY - WORK ORDER 76075 by and between HAZEN AND SAWYER, P.C. 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:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for professional engineering services to provide the design, bid assistance, and design services during construction for the Dupont Road Sanitary Equalization Facility Project:

involving a total cost of THREE HUNDRED SEVENTY-NINE THOUSAND, EIGHT HUNDRED SIXTY-NINE AND 00/100 DOLLARS - (\$379,869.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

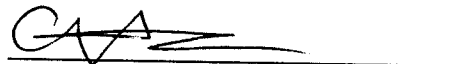
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**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**

76075

**Dupont Road Sanitary Equalization Facility ("PROJECT")**

This Agreement is by and between

**CITY OF FORT WAYNE ("City")**

by and through its

Board of Public Works  
City of Fort Wayne  
200 E. Berry Street, Suite 240  
Fort Wayne, IN 46802

and

Hazen and Sawyer, P.C.  
7870 E. Kemper Road  
Suite 300  
Cincinnati, OH 45249 ("Engineer")

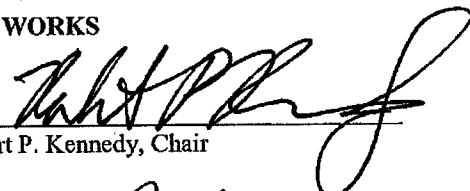
Who agree as follows:

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.

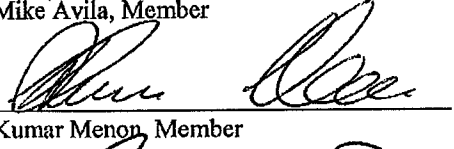
APPROVALS


APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:   
Robert P. Kennedy, Chair

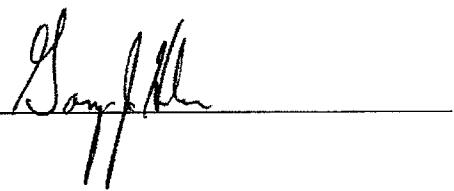
BY:   
Mike Avila, Member

BY:   
Kumar Menon, Member

ATTEST:   
Lyndsey Richards, Clerk

DATE: 1/28/15

APPROVED FOR ENGINEER

BY: 

DATE: 1-22-2015

## PART I

### SCOPE OF BASIC ENGINEERING SERVICES

#### A. GENERAL

Engineer shall provide the City professional engineering services in all phases of the Project to which this scope of Services applies. These Services will include serving as 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

Installation of the Dupont Road Equalization Facility to be located along the Beckett Run Interceptor at West Dupont Road. The facility will consist of demolition of existing structures on selected site, diversion of peak wet weather flows, submersible pump station and force main to lift diverted flow into storage, storage basin able to hold at least 0.86 million gallons, gravity drain to return flow to interceptor, access drive for operation and maintenance activities, odor control, small electrical building, redundant power/ and telemetry.

#### C. SCOPE OF SERVICES

The duty of the Engineer is to develop final construction drawings. The final construction documents shall be sealed 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 1 - Project Schedule and Review Meetings

- 1.1 Prepare Project design schedule.
- 1.2 Attend three (3) review meetings -- proposed to occur at the start of the project (kickoff meeting), at the end of Preliminary Design Part I and after completion of Preliminary Design Part II. These meetings are held at the City's office.
- 1.3 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

##### Task 2 - Preliminary Design

###### Phase I (30%)

- 2.1 Identify and evaluate alternatives for storage at the proposed site. Consider prestressed concrete tanks, cast-in-place concrete tanks, and pipe/conduit storage as options. Compare buried, partially buried and above ground options. Evaluate construction cost, future O&M cost and non-economic factors including aesthetics for the alternatives.
- 2.2 Review alternative locations for diversion of flow from the interceptor. Compare advantages/disadvantages of each.
- 2.3 Summarize storage evaluation and selected alternative along with diversion location in technical memorandum (TM). Submit draft TM to City. Finalize TM including City comments.
- 2.4 Research City documents for existing mapping, utility information, as-built drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
- 2.5 Identify major utilities and their approximate location from Utility maps.
- 2.6 Check conflicts with any other proposed projects in the immediate area.
- 2.7 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)

- 2.8 Engineer shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.
- 2.9 Prepare preliminary site drawings. Engineer shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and City GIS base maps (right-of-way, lot information). The drawings at this phase need only enough detail for the Engineer to accurately determine the recommended alignment and preliminary layout of proposed facilities and convey it to the City.
- 2.10 Draft or "Red Line" the Engineer's recommended horizontal route and layout onto the preliminary site drawings.
- 2.11 Perform hydraulic modeling of the Beckett's Run Interceptor to confirm sizing required to eliminate overflows for a 5-year 6-hour design storm. Modeling will consist of:  
Utilizing calibrated model provided by City Utilities  
Initial run to verify model integrity  
Model construction of Dupont EQ Facility for facility sizing  
Optimization of Dupont EQ Facility and Beckett's Run Interceptor for the design event  
Operational evaluation and optimization using a 3-month period from the typical year period  
Providing operational set points for filling and dewatering of EQ facility  
Generation of a technical memorandum to summary hydraulic modeling
- 2.12 Compute project quantities and estimate construction costs (30%).
- 2.13 Prepare outline for specifications.
- 2.14 Furnish one copy of the Preliminary Design – Phase I Drawings, specifications outline and cost estimate to the City for review and approval. After a review meeting with the City incorporate any necessary changes.

**Phase II (60%)**

- 2.15 **Geotechnical Investigation** - Perform all associated coordination and services to obtain a geotechnical sub-consultant to perform soil borings and conduct geotechnical evaluation relative to pipe bedding, trench backfill, bedrock depth, subsurface conditions at tunneling or boring and jacking sites, dewatering and sheeting/shoring issues all in accordance with good engineering practices. Engineer shall provide to the City a boring area plan indicating required soil borings along pipe alignment and any areas of special interest prior to performing any geotechnical work. All work and the proposed location plan shall be approved by the City prior to commencement. Assumed seven (7) holes with six (6) at 30 ft deep and one (1) at 20 ft deep.
- 2.16 Resolve any utility conflicts.
- 2.17 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.18 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. Incorporate findings of hydraulic modeling into design of facilities.  
The drawings will generally include: (estimated)
- |                                 | <u>Sheets</u> |
|---------------------------------|---------------|
| Title Sheet                     | 1             |
| General Notes, Index and Legend | 5             |
| Plan (and Profile) Sheets       | 30            |
| <u>Special Detail Sheets</u>    | <u>4</u>      |
| TOTAL                           | 40            |
- 2.19 Prepare draft technical specifications.
- 2.20 Update Project quantities and estimate of construction costs (60%).

- 2.21 Submit draft Preliminary Design Documents to City for review and approval.  
Preliminary Design Submittal (2 Complete Sets):  
Preliminary Design Drawings  
Summary of Project Quantities w/estimated construction costs.  
Draft technical specifications
- 2.22 Upon approval of 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.

**Task 3 - Final Design (95%)**

- 3.1 Update specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards. Incorporate comments received at review meetings.
- 3.2 Complete a quality control review of the draft Contract Documents.
- 3.3 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 3.4 Update summary of project quantities and estimate of construction costs (95%).
- 3.5 Furnish to the City all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the City, as requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending meetings with reviewing agencies.
- 3.6 Submit draft Final Design Documents to City for review and approval.  
Final Design Submittal (2 Complete Sets):  
Final Design Drawings  
Summary of Project Quantities w/Estimated Construction Costs.  
Bid form  
Project Technical / Supplemental Specifications.  
Permits
- 3.7 Upon approval of Final Design drawings and Project specifications, prepare and submit one (1) set of sealed paper bond drawings, one (1) electronic version of the Project specifications (Microsoft Word) and one electronic copy of project drawings (ACAD2006).
- 3.8 Perform confirmatory model run simulating the designed system and controls to verify performance for the 5-year 6-hour design storm.

**Task 4 - Bidding Phase.** The bidding phase services shall include the following:

- 4.1 Attend Pre-bid Meeting.
- 4.2 Engineer shall prepare and assist City with issues of the addenda, as needed to interpret, clarify or expand bidding documents.
- 4.3 Conformed to Contract Documents  
The Engineer shall prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC Project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC Project specifications (Microsoft Word).

**Task 5 – Construction Phase.** The construction phase shall include the following:

- 5.1 Attend a Pre-Construction Meeting.
- 5.2 Review of Contractor shop drawings (estimate 40 submittals) for materials and equipment required for the project to assess if they conform to the Contract Documents and are compatible with the overall design intent. This includes training and utilization of City's Project Management Information System (PMIS). Assist in resolution of any questions or construction issues (estimate 30 RFIs). Review and approval will not extend to means, method, techniques, sequences or procedures of, or safety precautions, procedures, or programs incident thereto.
- 5.3 Perform five site visits to assist Program Manager in resolution of design or construction problems.
- 5.4 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 Work. Engineer shall not be responsible for the failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 5.5 Prepare digital and paper copy Record Drawings based upon red-line mark-ups from the Contractor and Owner.

**D. SCHEDULE**

The Project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by March 5, 2015 and receiving prompt review and approvals from City (2-weeks per review are included in the schedule).

<u>SCHEDULE</u>	<u>DATE</u>
Preliminary Design Phase I	June 1, 2015
Preliminary Design Phase II	August 31, 2015
95% Submittals	November 16, 2015
Final Design Phase	December 28, 2015

**E. OPTIONAL ADDITIONAL SERVICES**

Upon separate written authorization by City and negotiated fees, Engineer shall provide the following additional contingency services:

**Contingency Tasks**

Contingency tasks are authorized by the City and shall have prior approval of fees prior to commencement of services.

- 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:
  1. Prepare summary of required property acquisition.
  2. 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.
  3. Based on findings of title work done in 2 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's Design Manual.
- Other design and construction related tasks to be determined.

## 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 in the Citizens Square Building.

Provide Engineer with electronic copies of ortho aerial photography, GIS base map information (AutoCAD format) on right-of-way and lot information, 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 Nathan Baggett, P.E.

#### 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 letters will be prepared and mailed by the City.

**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 \$ 379,869 as summarized in Attachment 1.

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

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, Registered Land Surveyor for easement preparation, or Legal Services performed by a subconsultant shall be made 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 will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

## PART IV STANDARD TERMS AND CONDITIONS

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

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

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

4. **DELAYS.** If events beyond the control of Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or 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 St., Suite #480  
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/utilities/clean-river-team/32-consent-decree-.html>

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 services contemplated by the Agreement.

**ATTACHMENT #1**

**SUMMARY SHEET**

**SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL**

<b><u>Design Phase</u> – (Tasks 1 through 3)</b> For Services outlined in Tasks 1 through 3, a not to exceed fee of:	<b>\$277,507</b>
<b><u>Bidding Phase</u> - (Task 4)</b> For Services outlined in Task 4, a not to exceed fee of:	<b>\$13,841</b>
<b><u>Construction Phase</u> - (Task 5)</b> For Services outlined in Task 5, a not to exceed fee of:	<b>\$58,521</b>
<b>SUBTOTAL:</b>	<b>\$349,869</b>
<b><u>Contingency Tasks</u> - As authorized by City</b> For additional Services and tasks required during the performance of the Project, but not specifically described herein, a not to exceed fee of:	<b>\$30,000</b>
<b>TOTAL NOT TO EXCEED FEE:</b>	<b>\$379,869</b>

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION

RATE

<b>Service Description</b>	<b>Rate</b>
Project Director	\$230.93
Permits/Regulatory	\$222.61
Project Manager	\$212.63
Technical Advisor	\$172.37
Technical Advisor	\$201.88
Asst Project Manager	\$165.38
Hydraulics Lead	\$163.55
Lead Structural Engr	\$162.63
Lead HVAC Engineer	\$163.80
Lead Electrical Engr	\$155.39
Lead I&C Engineer	\$121.75
Conveyance Lead	\$113.59
Project Engineer	\$101.84
Administrator	\$90.44
Designer/CAD	\$110.63

**CITY OF FORT WAYNE, INDIANA**

**Hazen and Sawyer, P.C.**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

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

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

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

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

**Section 1: Disclosure of Financial Interest in Vendor**

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

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

sole proprietorship       stock   
partnership interest       units (LLC)   
other (explain) \_\_\_\_\_

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

Name: \_\_\_\_\_ %

Name: \_\_\_\_\_ %

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:  
Yes \_\_\_\_\_ No X
- b. City employment of "Member of Immediate Family" (defined herein as: spouse, 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
- c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:  
Yes \_\_\_\_\_ No X

**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

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

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

Project: On Call Green Infrastructure Design 2013 - 200 E. Berry Green Roof Evaluation P.O.#: 13905035-000 Contract date: 03/25/2013 Contact: Anne Marie Smrchek (260) 427-5679
Project: Rolling Mills Regulator Improvements W.O.#: 75811 Contract date: 01/15/2014 Contact: Kelly Bajic (260) 427-2614
Project: Plant 3 Filter Underdrain Replacement W.O.#: 66325 Contract date: 06/25/2014 Contact: Chris Watt
Project: Carbon Dioxide Tank Replacement W.O.#: 66260 Contract date: 06/25/2014 Contact: Chris Watt

b. 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).

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

Yes \_\_\_\_\_ No X

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

Name / Position / Payment Terms:

\_\_\_\_\_ N/A \_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

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

Company / Name / Payment Terms: N/A \_\_\_\_\_

Company / Name / Payment Terms: \_\_\_\_\_

**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

Hazen and Sawyer, P.C.  
(Name of Vendor)

7870 East Kemper Drive, Suite 300  
Cincinnati, OH 45249  
Address

(513) 469-2750  
Telephone

Gary Haubner-ghaubner@hazenandsawyer.com  
E-Mail Address

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

Name (Printed) Gary J. Haubner Title Vice President

Signature  Date 1-22-2015

**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: **January 28, 2015**  
To: Common Council Members  
From: Nathan Baggett, Program Manager, City Utilities Engineering  
**RE: Contract Title: Dupont Road Sanitary Equalization Facility W.O. #76075**

Consultant Selected: Hazen and Sawyer P.C.

Contract Value: \$379,869.00

The consultant shall provide: Professional engineering services to provide the design, bid assistance, and design services during construction for the Dupont Road Sanitary Equalization Facility Project.

Project Description: Diversion of peak wet weather flows from the Beckett's Interceptor to a 0.86 million gallon storage structure until the interceptor sewer level recedes, at which time the storage structure will drain and convey flows to the Water Pollution Control Plant. The facility will consist of a diversion structure, lift station, forcemain, storage tank, gravity piping, and a small electrical and controls building.

Implications of not being approved: This project will reduce surcharging in the sanitary sewage system thus reducing the likelihood of basement backups for customers in this area .

If Prior Approval is being Requested, 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 RFQ announcement was sent to over 100 firms, and 7 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 was then developed and sent to all shortlisted firms. All four shortlisted firms were interviewed and submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on the RFQ, RFP's, and interview scores. RFP scoring was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected Hazen and Sawyer 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 January 28, 2015.

Funding: The Professional Services Agreement (PSA) will be funded by 2014 Sewer SRF Bond.

**Council Introduction Date: February 10, 2015**

CC: BOW  
Matthew Wirtz  
Diane Brown  
Chrono  
File

Public Hearing Date, if applicable \_\_\_\_\_

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

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</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: 2-24-15 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. 3-17-15 on the 24<sup>th</sup> day of  
February, 2015

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

John N. Crawford  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25<sup>th</sup> day  
of February, 2015, at the hour of 1:45 O'clock P.M. E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27<sup>th</sup> day of FEBRUARY  
2015, at the hour of 9:30 O'clock AM E.S.T.

Thomas C. Henry  
THOMAS C. HENRY, MAYOR

**BILL NO. S-15-02-03**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**FEBRUARY 17, 2015**

*Martin Bender, Chair  
Thomas Smith, Co-Chair  
All Council Members*

**AN ORDINANCE** approving Professional Services Agreement for the Dupont Road Sanitary Equalization Facility - Work Order 76075 between Hazen and Sawyer, P.C. 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

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
<i>Martin A. Bender</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____

**SANDRA E. KENNEDY  
CITY CLERK**