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2 **BILL NO. S-16-10-04**

SPECIAL ORDINANCE NO. S-96-16

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4 AN ORDINANCE approving PROFESSIONAL
5 SERVICES AGREEMENT - MORTON STREET
6 FORCEMAIN - W.O. #76280 - (\$330,136.00)
7 between AECOM TECHNICAL SERVICES, INC.
8 and the City of Fort Wayne, Indiana, in connection
9 with the Board of Public Works.

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

12 **SECTION 1.** That the PROFESSIONAL SERVICES
13 AGREEMENT - MORTON STREET FORCEMAIN - W.O. #76280 -
14 (\$330,136.00) by and between AECOM TECHNICAL SERVICES, INC. and
15 the City of Fort Wayne, Indiana, in connection with the Board of Public Works,
16 is hereby ratified, and affirmed and approved in all respects, respectfully for:

17 All labor, insurance, material, equipment, tools, power,
18 transportation, miscellaneous equipment, etc., necessary for
19 Professional Engineering Services to provide the design, bid
20 assistance, and design services during construction for the
21 Morton Street Forcemain:

22 involving a total cost of THREE HUNDRED THIRTY THOUSAND ONE
23 HUNDRED THIRTY-SIX AND 00/100 DOLLARS - (\$330,136.00). A copy of
24 said Contract is on file with the Office of the City Clerk and made available for
25 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

MORTON STREET FORCEMAIN

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

AECOM Technical Services, Inc. ("ENGINEER")
One Indiana Square Suite 2100
Indianapolis, IN 46204-2010

Who agree as follows:

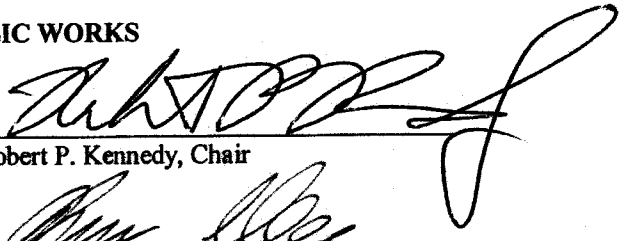
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services") and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement 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.

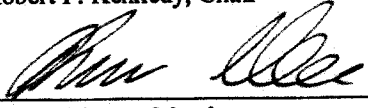
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APPROVALS

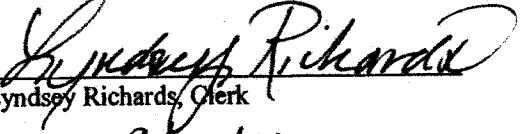
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chair

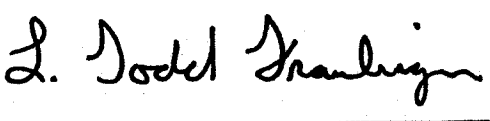
BY: 
Kumar Menon, Member

BY: 
Mike Avila, Member

ATTEST: 
Lyndsey Richards, Clerk

DATE: 9/21/16

APPROVED FOR ENGINEER

BY: 
L. Todd Frauhiger, P.E.
Associate Vice President, Water Business Line
AECOM Technical Services, Inc.

DATE: September 15, 2016

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 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 includes design of a forcemain from the Morton Street PS to the screening facility at the Wet Weather Ponds. This project is part of the Long Tern Control Plan CSO Control Measure 10 to provide conveyance to the WPCP in order to achieve the performance criteria of zero overflow events per typical year along the Maumee River.

This project includes design for approximately 4,000 lineal feet of 60-inch forcemain (depending on selected final routing) that will divert wet weather flows from the Morton Street pump station to Wet Weather Pond 1. These flows will enter the screening facility at Wet Weather Pond 1. This project will also evaluate replacement or rehab of the 24-inch sanitary lift station gravity sewer, and may also include replacement of an existing water line in Cody Avenue, and coordination of the placement of a sludge line in Cody Avenue, being designed by the CITY.

C. SCOPE OF SERVICES

Task 1 – Project Schedule, Review Meetings and Project Management

- 1A.1 Prepare project design schedule. ENGINEER shall send an email update by the end of the day each Friday as to what work was performed that week and what work is projected for the upcoming week.
- 1A.2 Attend a Kickoff meeting with City staff at City's office.
- 1A.3 Attend up to three (3) review meetings – proposed to occur after the City's 30%, 60% and 95% design drawings. These meetings are to be held in the City's offices.
- 1A.4 Keep the meeting minutes of the Kickoff and Progress Meetings and distribute these minutes within 7 days of the respective meetings. A maximum of four (4) meetings are included in the scope of work.
- 1A.5 Project Management including monthly project summaries, project cash flow analysis and Risk Development and Management analysis. Risk Development and Management shall entail preparation of potential project risks that may be encountered during project design and construction. The list of risks will be shared with the CITY for review and input. The ENGINEER and the CITY will rank and develop mitigation measures for high-risk items. The identified mitigation measures will be incorporated in the overall project tasks, schedule and budget.

Task 2A – Preliminary Design Field Survey Coordination

Field survey shall establish a site and topographic survey of the project area for the final selected piping route(s) (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 Obtain available 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. PROGRAM MANAGER 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. 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).
 - 3. Storm sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 - 4. Sanitary sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 - 5. Individual trees larger than 6-inch diameter.
 - 6. Tree groups, shrubs, gardens, decorative rocks or stones.
 - 7. Fences.
 - 8. Edges of pavement for all neighborhood streets and sidewalks within the survey limits.
 - 9. Limits of all buildings, appurtenances, structures located adjacent to the facility within the survey limits.
 - 10. Limits of existing channel banks, centerline and bottom of channel, ponds, lakes and streams and water's edge elevations.
 - 11. Locations and elevations of on-site benchmarks.
 - 12. Property lines, lot lines, right-of-way lines and easement lines.
 - 13. Street signs (including names), traffic signals, curbs, signs and driveway.
 - 14. Headwalls or retaining walls, and bridges and culverts.
- 2A.5 Engineer shall establish a minimum of fifteen (15) -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).
- 2A.6 Engineer shall provide survey data in electronic format with 8 1/2" x 11" printouts of the points, and provide PROGRAM MANAGER with electronic copies of field notes and plats.

Task 2B – Preliminary Design Soil Investigation

- 2B.1 ENGINEER shall provide soil-boring/testing services for a maximum of twelve (12) soil borings for proposed sewer pipe routing(s). The Services shall include furnishing all labor, materials, and equipment necessary for the complete and satisfactory taking soil borings for the Project.
- 2B.2 ENGINEER shall submit names of local subconsultants for geotechnical work to Program Manager 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, including but not limited to complete boring logs, pipe and/or structure foundation recommendations, trench stability/support recommendations and groundwater construction management recommendations, with preliminary plans for review. Soil boring data shall be included on drawings and with contract bid documents.
- 2B.4 All pavement cores shall be performed by CITY Transportation Department and coordinated through Program Manager.

Task 2C – 30% Preliminary Design

- 2C.1 Notify Program Manager of potential environmental permits required for the project (i.e. IDEM Rule 5 Submission, IDNR Construction in a Floodway, IDEM Sanitary Permit, etc.). Engineer shall prepare and distribute letters to the US Fish and Wildlife Service and IDNR to verify if project site contains any threatened or endangered species or cultural resources. In addition, the ENGINEER should inform the Program Manager of potential wetlands within or adjacent to the project limits. Analysis for wetlands will be performed via desktop. Delineation, if required, will be performed under Optional Additional Services.
- 2C.2 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.3 Identify major utilities and their approximate location from utility maps. This will include identifying size and type of material of the utility main. Coordination with other utilities such as NIPSCO, AEP, Verizon, Frontier, etc. will be necessary.
- 2C.4 Check conflicts with any other proposed projects in the immediate area.
- 2C.5 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2C.6 Coordinate with Lift Station designer and CITY regarding the 24 inch gravity sewer downstream of the Morton Street sanitary lift station, the existing water line in Cody Avenue that may be replaced and the placement of the sludge line.
- 2C.7 If rehab is recommended for the existing 24" sewer pipe, the rehab design shall be performed by the City and will not be part of this project.
- 2C.8 30% Preliminary construction drawings shall include:
 - A. Cover sheet with Project title, Project work order number, location map, and description of the Project limits, signature blocks, sheet index, 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, and cross sections.
- C. The following information should 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 with stationing 0+00 at the beginning of the Project;
 - o north arrow in the upper, right hand corner of the drawing and graphic 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 existing structures for sanitary, storm, and water main using CITY ID's that correspond to the CITY's GIS maps
(GIS maps can be found at the following locations:
http://maps.cityoffortwayne.org/map_library/mapbook_sewer/zz_index.asp &
http://maps.cityoffortwayne.org/map_library/mapbook_water/zz_index.asp);
 - 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; and
 - o show pipe materials as applicable.
- D. Determine preliminary locations and sizing for air relief valves.

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

2C.10 Conduct transient analysis (potential for surge control).

2C.11 Submit an outline of technical specifications to be developed by 60% design.

2C.12 Furnish two complete sets (1 hard copy and 1 pdf) of the 30% Preliminary Design Submittals to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.

Preliminary Design Submittals: (2 Complete Sets)

- Technical Memorandum – Best value gravity sewer pipe and transient analysis (potential for surge control); recommended location and sizing of Air Relief Valves.
- 30% Preliminary Design Drawings
- Project Quantities w/estimated construction costs
- Table of Contents of Specifications

2C.13 The 30% Preliminary Design Drawings and support documentation submitted for review shall be marked with "Not for Construction" and "First Submittal".

2C.14 Incomplete submittals will not be accepted and/or reviewed by the Program Manager.

Task 2D – 60% Preliminary Design

- 2D.1 Resolve any utility conflicts.
- 2D.2 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2D.3 60% Preliminary Design Drawings. Incorporate all design improvements presented in 30% review meeting.
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	3
Plan and Profile Sheets (FM Only)	7
Erosion Control Plan Sheet	3
Restoration Plan Sheets	3
Structure Data Table	2
Special Detail Sheets	3
TOTAL	24

The following information should be included in the Plan and Profile sheets:

- label the alignment with 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;
- 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 all 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 all signs and mailboxes to be removed and reset;
- label all castings to be adjusted;
- label all trees to be protected or removed;
- show the north arrow and drawing scale;
- update construction limits; and
- show proposed legend in plan view.

- 2D.4 Prepare draft specifications for the improvements, including bid schedule, measurement and payment specifications, special provisions and necessary details to supplement City Standards.

- 2D.5 Compute Project quantities and estimate of construction costs.
- 2D.6 Submit draft 60% Preliminary Design Submittals to Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.
- 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.7 Upon approval of 60% Preliminary Design Drawings, submit one copy for “routings” along with a list of all projected affected entities. Program Manager will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to ENGINEER at the review meeting.
- 2D.8 The 60% Preliminary Design Drawings and support documentation submitted for review shall be marked with “Not for Construction” and “Second Submittal”.
- 2D.9 Incomplete submittals will not be accepted and/or reviewed by the Program Manager.
- 2D.10 Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Any permit fees shall be paid for by the ENGINEER and reimbursed at cost by the CITY. The City of Fort Wayne is a self-permitting agency through IDEM. Assist the Program Manager as reasonably requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending up to two (2) meetings with reviewing agencies. Services shall include preparation, submittal to required agencies and coordination of the project’s SWPP and construction in a floodway permit. Wetland delineation and restoration plans, if required, for permitting will be performed under Optional Additional Services.

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 Drawings). These meetings are held at the Program Manager’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 Design & 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 Program Manager 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 Design & 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 Design & Final Design Submittals to Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.

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

- 95% Preliminary Design & Final Design Drawings
- 95% Preliminary Design & Final Project Quantities
with estimated construction costs.
- 95% Preliminary Design & Final Bid form
- 95% Preliminary Design & Final Project Specifications

- 3A.8 The Preliminary Design Drawings and support documentation submitted for review shall be marked with "Not for Construction" and "Third Submittal".

- 3A.9 Upon approval of 95% Preliminary Design Drawings and Project Specifications, prepare and submit Final Design Drawings with one (1) set of sealed paper bond drawings, two (2) electronic versions of sealed detail technical specifications (1 Microsoft Word and 1 pdf) and two (2) electronic copy of Project Drawings (AutoCAD 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'S Program Manager will issue the Addenda.
- 3B.3 Conformed to Contract Documents
The ENGINEER will 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 two (2) electronic versions of CTC project drawings in both PDF and DWG file format or latest version (AutoCAD) and two (2) electronic copies of the CTC project specifications (Microsoft Word & pdf).

Task 4 – Property Acquisition

Property acquisition will be required for the Project. Services shall conform to GR7 Easements in the City Utilities Design Standards Manual
([http://www.cityoffortwayne.org/utilities/images/stories/designman/GR7_Easements - Draft.pdf](http://www.cityoffortwayne.org/utilities/images/stories/designman/GR7_Easements_-_Draft.pdf)):

- 4.1 Prepare a summary of required property acquisition as described under GR7.02.
- 4.2 Complete easement descriptions and easement plats as described under GR7.06 and GR7.07. (Assumed property acquisition required for 6 parcels)
- 4.3 Develop a property acquisition summary sheet as described under GR7.11.

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 Program Manager, 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 Program Manager. 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 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 Work. ENGINEER shall not be responsible for the failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 5.6 ENGINEER shall prepare Final Record Drawings using the guidelines under the City Utilities Standards Manual Final Record Drawings GR10. City Utilities Engineering will provide two sets of project drawings designated for recording changes and deviations from the original project drawings to the contractor. Record drawings will be produced based on the record of work provided by the contractor and Resident Project Representative (RPR) to City.

D. SCHEDULE

The Project shall be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by October 31, 2016 and receiving prompt review and approvals from City agencies and Program Manager.

<u>SCHEDULE</u>	<u>DATE</u>
Task 2A: Preliminary Design Field Survey Coordination	December 2, 2016
Task 2B: Preliminary Design Soil Investigation	December 2, 2016
Task 2C: 30% Preliminary Design	January 6, 2017
Task 2D: 60% Preliminary Design	February 21, 2017
Task 3A: 95% Preliminary Design & Final Design	April 18, 2017
Task 3B: Bidding Phase (Advertise)	TBD after completion of Tasks 3A and Task 4
Task 4: Property Acquisition (1)	TBD (within 55 days from completion of 2D)
Task 5: Construction Phase	TBD

(1) Initiate Task 4 upon approval of Task 2D: 60% Preliminary Design
(2) Scheduled provides for 14 days for the City review of the 30%, 60%, and 95% submittals.

E. OPTIONAL ADDITIONAL SERVICES

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

SUBSURFACE UTILITY EXPLORATION

ENGINEER shall obtain the services of a qualified subconsultant to perform test holes on predetermined utilities and locations. The exploration 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.

OTHER CONTINGENCY TASKS (but not specifically limited to):

- Attend additional meetings as needed to review and discuss the Project.
- Perform site visits to assist CITY'S Program Manager in resolution of design or construction problems.
- Perform a Phase I Environmental Assessment.
- Design for the Lime sludge FM replacement in parallel routes.
- Design for the Cody Street sanitary sewers (both 24 inch and 12 inch) and storm sewer replacement
- Design for the water line replacement in Cody Avenue
- Develop wetland mitigation and/or restoration plans. Design of miscellaneous utility replacement pipes within project area as directed by the CITY.

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. DESIGN PHASE

- Coordinate with other City projects and approvals.
- Approve soil boring location plan.
- Submit permit applications.
- Provide recent City of Fort Wayne bid tabulations for similar projects.
- Land acquisition services.
- Prepare front-end specifications/bid documents.
- Provide internal CCTV video of existing 12 inch sanitary sewer for lateral location.

C. BID PHASE

- Reproduce and distribute bid documents during bid phase.
- Prepare and distribute Pre-Bid Meeting Minutes.
- Prepare and distribute Addenda
- Review and evaluate the bids received and prepare bid tabulation.

D. CONSTRUCTION PHASE

- Provide training on City's Project Management Information System (PMIS)

E. 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 Wendy Reust, P.E (CITY'S Program Manager).

F. 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.

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 \$ 330,136, including contingency, 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 – Employee Hourly Rate Schedule. All reimbursable costs incurred for the Project will 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/utilities/images/stories/docs/consent_decree/Consent_Decree.pdf

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

Task 1 – Project Schedule, Review Meetings, and Project Management	\$ 41,387
Task 2 – Preliminary Design	\$ 168,204
Task 3 – Preliminary and Final Design	\$ 40,676
Task 4 – Property Acquisition	\$ 3,658
Task 5 - Construction Phase	\$ 26,211
Contingency and Other Optional Services	\$ 50,000
<hr/>	
TOTAL NOT TO EXCEED FEE:	\$ 330,136

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

1. Payment of actual hourly rates for services rendered by AECOM employees working directly on the Project. Hourly rates will be in accordance with the following schedule:

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Project Principal	\$231
Project Manager	\$238
Project Engineer	\$115
System Modeling Engineer	\$140
Engineer Tech	\$ 78
Senior CADD	\$105
CADD	\$ 84
Technical Adviser	\$265
QA/QC Reviewer	\$220
Administrative	\$ 95

Rates are in effect for 2016 and may be adjusted annually to reflect labor cost increases.
Rates are applicable to normal work week.

2. Payment for reimbursable costs will be invoiced at cost. These items may include, but not limited to: shipping charges; printing services; or traveling and lodging expenses, as required, performing project duties. Mileage for travel will be billed at the IRS business rate per mile for automobile.

CITY OF FORT WAYNE, INDIANA

AECOM Technical Services, Inc.

(Vendor Name)

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% | <input type="checkbox"/> | AECOM Technical Services, Inc. is a wholly owned indirect subsidiary of AECOM, a publicly held corporation, traded as "ACM". The 10-K for AECOM is available online at www.aecom.com or http://www.sec.gov . |
| (ii) Distributable income share exceeding 5% | <input type="checkbox"/> | |
| (iii) Not Applicable (If N/A, go to Section 2) | <input type="checkbox"/> | |

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 _____

- 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 _____

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:
Yes _____ No _____

- c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:
Yes _____ No _____

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).

City Utilities Morton Street Forcemain Routing Study: W.O. #76184

Executed July 13, 2016. Contact: Wendy Reust

b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X No _____

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).

City Utilities 3RPORT Construction Management Services: RFQ 2016-01.

Pending proposal: preliminary cost proposal submitted on 9/15/16.

Contact: T.J. Short

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:

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.). No.

Company / Name / Payment Terms: _____

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;
* See Note below.

- 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

AECOM Technical Services, Inc.	One Indiana Square #2100, Indpls, IN 46204
_____ (Name of Vendor)	_____ Address
	(317) 532-5400
	_____ Telephone
	Todd.Frauhiger@aecom.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) <u>Larry Todd Frauhiger</u>	Title <u>Associate Vice President</u>
Signature <u><i>L. Todd Frauhiger</i></u>	Date <u>9/20/16</u>

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

* AECOM Technical Services Inc., is unable to certify to the question presented in Section 4, sub-paragraph 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"). With respect to that item, please note the following: In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that it has terminated its contract with ATS for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS is vigorously defending the City's claims and the matter remains pending.

Interoffice Memo

Date: **October 5, 2016**
To: Common Council Members
From: Paul Powers, Program Manager, City Utilities Engineering
RE: Contract Title: Morton Street Forcemain W.O. #76280

Consultant Selected: AECOM Technical Services, Inc.

Contract Value: \$330,136.00

The consultant shall provide: Professional engineering services to provide the design, bid assistance, and design services during construction for the Morton Street Forcemain.

Project Description: The Morton Street Force Main is part of the Long Term Control Plan (LTCP) CSO Control Measure No. 10 to provide conveyance to the Waste Water Pollution Control Plant (WPCP) Wet Weather Ponds for temporary storage until the wet weather event is over. This project includes approximately 4,000 linear feet of 60-inch forcemain to divert wet weather flows and will be designed in parallel with the improvements planned for the Morton Street lift station. This is part of efforts to reduce untreated CSOs to local waterways. After implementation of this project, no discharges will be allowed into the Maumee River via CSO 48 in a typical year.

Implications of not being approved: This force main project is an integral part of compliance with the Consent Decree, to reduce combined sewer overflows to the Maumee River.

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 three shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on the RFQ and RFP's. RFP scoring was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected Wessler 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 September 21, 2016.

Funding: The Professional Services Agreement (PSA) will be funded by 2016 Sewer SRF Bond.

Council Introduction Date: October 11, 2016

CC: Matthew Wirtz
Diane Brown

BILL NO. S-16-10-04

REPORT OF COMMITTEE ON CITY UTILITIES

October 18, 2016

Jason Arp Chair



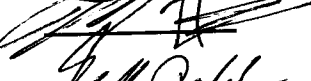



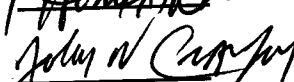
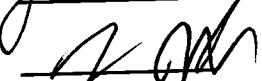
Geoff Paddock Co-Chair

All Council Members


An Ordinance approving Professional Services Agreement - Morton Street
Forcemain - W.O. #76280 - between AECOM TECHNICAL SERVICES, INC. and
the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$330,136.00

**COMMITTEE ON FINANCE 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>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman ARP
Read the second time by title and referred to the CITY UTILITIES
Committee. Read the third time in full and on motion by Councilman
ARP, 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>	_____	_____	_____
ARP	<u>✓</u>	_____	_____	_____
BARRANDA	<u>✓</u>	_____	_____	_____
CRAWFORD	<u>✓</u>	_____	_____	_____
DIDIER	<u>✓</u>	_____	_____	_____
ENSLEY	<u>✓</u>	_____	_____	_____
FREISTOFFER	<u>✓</u>	_____	_____	_____
HINES	<u>✓</u>	_____	_____	_____
JEHL	<u>✓</u>	_____	_____	_____
PADDOCK	<u>✓</u>	_____	_____	_____

DATED: 10/25/16 Lana R. Keesling
LANA R. KEESLING, 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. 5-16-10-04 on the 25TH day of
OCTOBER, 2016

ATTEST: Lana R. Keesling
LANA R. KEESLING, CITY CLERK
[Signature]
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26TH day
of OCTOBER, 2016, at the hour of 10:15 O'clock AM E.S.T.

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 26TH day of OCTOBER
2016, at the hour of 5:00 O'clock Pm E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR