

1 **BILL NO. S-19-04-01**

2 SPECIAL ORDINANCE NO. S-4519

3 AN ORDINANCE approving PROFESSIONAL
4 SERVICES AGREEMENT - PIERSON DRAIN
5 IMPROVEMENTS AT LAKE AVENUE -
6 RESOLUTION/WORK ORDER #83610 -
7 (\$261,980.00) between DLZ INDIANA, LLC and the
8 City of Fort Wayne, Indiana, in connection with the
9 Board of Public Works.

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

12 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT -
13 PIERSON DRAIN IMPROVEMENTS AT LAKE AVENUE - RESOLUTION/WORK
14 ORDER #83610 - by and between DLZ INDIANA, LLC and the City of Fort Wayne,
15 Indiana, in connection with the Board of Public Works, is hereby ratified, and
16 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 consultation and advice, and other
20 customary services incidental thereto. Pierson Drain
21 Improvements at Lake Avenue project consists of stormwater
22 improvement along portions of Pierson Drain from Lake Avenue
23 to its confluence with the Maumee River to reduce flood impacts
24 in the watershed. Improvements include replacement of the
25 existing 54" culverts at Lake Avenue, regrading and stabilizing
26 the open channel between Lake Avenue and Old Maysville
27 Road, installation of a bypass culvert and open channel ditch
28 along Reed Road, and replacing the existing culverts under the
29 River Greenway Trail at the confluence with the Maumee River,
30 as well as constructing a small berm near the Lakeside Golf
Clubhouse;

involving a total cost of not to exceed TWO HUNDRED SIXTY-ONE THOUSAND
NINE HUNDRED EIGHTY AND NO/100 DOLLARS - (\$261,980.00). A copy of
said Contract is on file with the Office of the City Clerk and made available for
public inspection, according to law.

PROFESSIONAL SERVICES AGREEMENT

Pierson Drain Improvements at Lake Avenue ("PROJECT")

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Stormwater Management
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

DLZ Indiana, LLC (ENGINEER)
825 S. Barr Street
Fort Wayne, IN 46802

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 STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

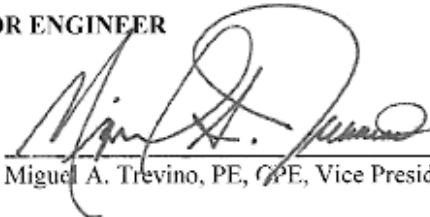
BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DATE: _____

APPROVED FOR ENGINEER

BY:  _____
Miguel A. Trevino, PE, CPE, Vice President

DATE: March 27, 2019

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

The project consists of stormwater improvements along portions of Pierson Drain from Lake Avenue to its confluence with the Maumee River to reduce flood impacts in the watershed. Improvements include replacement of the existing 54" culverts at Lake Avenue, regrading and stabilizing the open channel between Lake Avenue and Old Maysville Road, installation of a bypass culvert and open channel ditch along Reed Road, and replacing the existing culverts under the River Greenway Trail at the confluence with the Maumee River, as well as constructing a small berm near the Lakeside Golf Clubhouse.

C. SCOPE OF WORK

The duty of the Engineer is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer is to adhere to the requirements of the Design Standards Manual and relevant exhibits available on the City of Fort Wayne Website. 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) project update meetings and two (2) review meetings – *proposed* to occur at the end of Preliminary Design Part I and after completion of Preliminary Design Part II. These meetings are held at the Program Manager's office.
- 1.3 Keep the minutes of the Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.
- 1.4 Attend up to two (2) public meetings.
- 1.5 Attend up to two (2) coordination meetings with Lakeside Golf Club.
- 1.6 Attend up to one (1) coordination meeting with Fort Wayne Transportation Engineering.
- 1.7 Attend up to one (1) coordination meeting with Fort Wayne Greenways.

Task 2 - Preliminary Design

Phase I (30% submittal)

- 2.1 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.
- 2.2 Identify major utilities and their approximate location from Utility maps.
- 2.3 Check conflicts with any other proposed projects in the immediate area.

- 2.4 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2.5 Geotechnical Investigation: Engineer shall establish location, depth and type of testing services to be performed by a geotechnical consultant. Engineer shall stake all soil borings locations prior to geotechnical field work. Program Manager shall select geotechnical consultant and provide all soil-boring/testing services for the geotechnical evaluation relative to subsurface conditions, pipe and structure foundation recommendations, trench stability/support recommendations, dewatering and sheeting/shoring for the Project.
- 2.6 Subsurface Utility Exploration (SUE): Engineer shall establish locations for subconsultant to perform test holes on predetermined utilities and locations. Program Manager shall select utility location firm and provide all subsurface exploration for three-dimensional mapping of the utilities and related structures to facilitate design of the drain improvements and incidental utility relocations. Engineer shall be responsible for coordinating SUE results to the improvements.
- 2.7 Engineer shall coordinate the number and approximate locations of pavement cores. All pavement cores shall be performed by City Transportation Department and coordinated through Program Manager.
- 2.8 Engineer shall complete the field survey to verify horizontal location of all marked utilities, including water service locations and sanitary building sewers, as well as depths of existing storm and sanitary sewers. The survey limits include the following general areas:
- a. Pierson Drain:
 1. from approximately 100 feet north of Lake Avenue to Old Maysville Road
 2. from Reed Road to northern golf cart bridge at the Former Lakeside Golf Course
 3. at confluence with the Maumee River
 - b. Reed Road
 1. from Old Maysville Road to Valley View Drive
 - c. Former Lakeside Golf Course:
 1. along Reed Road from Valley View Drive to Pierson Drain
 2. approximately 100 feet upstream and downstream of each of two (2) existing golf cart bridges
 3. from the outfall of Pierson Drain to a point approximately 200 feet upstream of the existing greenway trail stream crossing
 4. along existing Greenway Trail approximately 200 feet east and west of drain outfall

Survey shall include the following:

- Establish a minimum of five (5) temporary benchmarks (TBM). Each TBM will have an established elevation to the nearest 0.01 feet referenced to NAVD 1988 datum. The description and elevation of the TBM shall be clearly stated and referenced on the plans.
- Define a minimum of five (5) horizontal control points along the project route. Each control point will be referenced to the Indiana State Plane Coordinate System, Zone East. The description of each control point shall be clearly stated and referenced on the plans.
- Establish existing site contours at 1-foot intervals, with intermediate contours established every 5-feet.
- Collect spot elevations within the project site at a maximum spacing of approximately 50-feet.
- Collect spot elevations of all adjacent roadways and streets, including intersections, at an approximate 50-foot square grid pattern.
- Establish 100-foot wide ditch cross sections at all deflections and a maximum of 50-foot intervals.
- Elevations on paving or other hard surfaces shall be to the nearest 0.05 feet, on other surfaces to the nearest 0.10 feet.
- Collect the location of structures, manmade improvements (e.g. paved areas) and natural features (e.g., wood lines) that are observable.

- Obtain the north rim elevation of all sewer manholes, catch basins, and inlets within the survey limit and the next structure upstream/downstream. The scope of work assumes that 27 storm and sanitary sewer structures will be located and detailed.
 - Locate existing buildings and structural improvements on the property within the survey limits.
 - Collect the finish floor elevations of the buildings within the survey limits.
 - Locate existing individual broadleaf trees that have a trunk diameter of 4" or greater. Locate existing conifer trees that have a drip line of 2 feet or greater. Densely vegetated areas shall only be delineated.
 - Existing parcel lines and right-of-way lines will be imported and represented from Allen County GIS data. Existing easements will be represented per the recorded subdivision plats.
 - Collect the location of existing utilities based on valves, hydrants, structures, poles, equipment, and utility markings (by others) as observed at the time of the field work.
 - Delineate the approximate limits of wetlands per the National Wetland Inventory Maps and flood hazard zones per FEMA Flood Insurance Rate Maps.
- 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).
- 2.10 Draft or "Red Line" the Engineer's recommended horizontal route onto the preliminary site drawings.
- 2.11 Inspect two (2) existing golf cart bridges crossing Pierson Drain at the Former Lakeside Golf Course, including physical inspection of bridge condition, load rating determination, and inspection of adjacent areas for erosion. Prepare findings and recommendation in technical memo. Refer to **Attachment 3** for full description of services associated with this Task.
- 2.12 Provide Schematic Design of 100-year floodway protection Berm for Lakeside Golf Clubhouse and provide analysis of probable project generated fill material for Berm. The Schematic Design shall be based on Allen County GIS contour data and current FEMA flood map. No hydraulic impacts of berm will be performed.
- 2.13 Perform analysis of Reed Road Bypass Culvert size and alignment, upstream impacts, and utility relocation options.
- 2.14 Prepare **channel improvement options** including vegetative bank stabilization and toe of slope protection for the Pierson Drain for the following areas within project limits:
- Approximately 100 feet north of Lake Avenue to Old Maysville Road
 - From 200 feet north of River Greenway Trail crossing of Pierson Drain No. 2 to the confluence of the Maumee River
- Prepare design options for proposed Reed Road **Bypass Channel** and proposed alignment from the proposed Reed Road Bypass Culvert outfall to the Pierson Drain on the Former Lakeside Golf Course property.
- Prepare **culvert design** along Pierson Drain for:
- Replacement of culvert at Lake Avenue
 - New bypass culvert along Reed Road
 - Refer to **Attachment 4** for full description of services associated with culvert design.
- 2.15 Prepare FULL replacement **culvert design** at River Greenway trail and design of **re-routed River Greenway** trail extending 200' east and west of culvert. Culvert design and River Greenway Trail shall be minimum of 10 feet wide and shall support the loading of a full-size vehicle; refer to **Attachment 4** for full description of services associated with culvert design. Includes coordination, as may be necessary, with any River Greenway Trail master planning.

- 2.16 Prepare a list of specifications to be considered for incorporation into the Project Manual.
- 2.17 Furnish one electronic copy of the Preliminary Design – Phase I Drawings in PDF and DWF format to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.
- 2.18 Prepare a list of permits which will be required prior to Bidding Phase and initiate early coordination meeting onsite. It is anticipated that the permits required will be:
 - Rule 5 SWPPP,
 - IDEM 401/USACE 404 Water Quality Permit,
 - Indiana Department of Natural Resources Flood Control Act Permit,
 - US Fish and Wildlife Service Impacted Species Review,
 - Allen County Floodplain Permit.
- 2.19 Prepare an Engineer’s Estimate of Probable Construction Cost.

NOTE: It is anticipated to design for only three (3) headwall/wingwalls to box culverts, on either the upstream or the downstream ends.

Phase II (60% submittal)

- 2.20 Resolve any utility conflicts.
- 2.21 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.22 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	2
Traffic Control Sheets	2
Erosion Control Sheets	2 to 3
Plan (and Profile) Sheets	4 to 6
Plan (and Profile) Sheets (relocations)	1 to 2
Cross Sections	6 to 8
Typical Detail Sheets	3 to 4
<u>Special Detail Sheets</u>	<u>3 to 5</u>
TOTAL	24 to 33

- 2.23 Prepare draft specifications in MF04 format.
- 2.24 Compute project quantities and estimate of construction costs in MF04 format.
- 2.25 Update the hydraulic model (provided by owner) with the proposed improvements.
- 2.26 Furnish to the Program Manager all completed permit applications and supporting documentation for signature. Any permit fees shall be paid for by the Engineer and reimbursed at cost by the City under the *Allowance*. Engineer shall submit permit applications and coordinate with agencies to answer questions or provide additional information.
- 2.27 Submit one electronic copy of draft Preliminary Design Documents to Program Manager for review and approval.
 Preliminary Design Submittal:
 - Preliminary Design Drawings (2 Complete Sets)
 - Summary of Project Quantities w/estimated construction costs
 - Draft Specifications
 - Completed Permits.

- 2.28 Upon approval of 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.

Task 3 - Final Design (95% submittal)

- 3.1 Prepare specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards. Standard front-end documents not noted above will be provided by the Program Manager.
- 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.
- 3.5 Submit one electronic copy of draft Final Design Documents to Program Manager for review and approval.
Final Design Submittal
 - Final Design Drawings (2 Complete Sets)
 - Summary of Project Quantities w/estimated construction costs.
 - Bidform
 - Project Technical / Supplemental Specifications.
- 3.6 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings in PDF and CAD format utilizing the CAD standards in Book 6 of the Fort Wayne Design Standards Manual.
- 3.7 Incorporate into the drawings and specifications any necessary permit conditions or requirements.

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

- 4.1 Attend Pre-bid Meeting.
- 4.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents.
- 4.3 Conformed Contract Documents
The Engineer will 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 will 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 services shall include the following:

- 5.1 Attend one (1) Pre-Construction Meeting.
- 5.2 ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the Contractor (assumed 10 RFIs). The review process for each shop drawing or RFI shall be completed within a one (1) week time period. Review Contractor submitted shop

drawings (assumed 20 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. Engineer shall also evaluate and determine the acceptability of substitute materials proposed by the Contractor utilizing the City's Project Management Information System ("PMIS").

- 5.3 Engineer shall be available for a maximum of five (5) site visits during construction and shall assist City in answering contractor questions. Additional site visits shall be made only at the request of the City and as Engineer's budget allows and shall be paid for using contingency allowance.
- 5.4 Engineer shall be available for a maximum of ten (10) Construction Progress Meetings. Additional construction progress meeting shall be only at the request of the City and shall be paid for using contingency allowance.
- 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 Record Documents
The Engineer shall prepare a final record drawing for the project based on information from the Contractor and Resident Project Representative. The drawing shall be prepared in accordance with the City Utilities Design Manual CADD Standards Chapter 3 – Submittals. Engineer shall submit one (1) electronic version of Record Project Drawings in both PDF and Autodesk file format.

Task 6 – Additional Field Survey of the Former Lakeside Golf Course and Former Driving Range

APPROACH: DLZ is familiar with the project area, as we recently completed the boundary survey of the former Lakeside Golf Course for the City of Fort Wayne – City Utilities Engineering. We have an extensive knowledge of the complexity of the site, and the existing boundaries of the golf course have been physically walked by DLZ survey personnel. The sites present challenges pertaining to the existence of dense vegetation / woods, the Pierson Drain #2, and the Maumee River that meanders through or along the boundaries of the sites. DLZ feels that the most efficient and economical way to perform the requested topographic surveys is a combination of conventional survey methods, such as total station and GPS, and aerial survey / mapping. DLZ will supplement the aerial survey with conventional survey of the Pierson Drain #2, wooded areas, and the areas along the Maumee River. Random quality control checks of existing ground elevations on paved and unpaved areas throughout the sites will be collected in order to verify the aerial survey elevations. For the aforementioned approach to work, the onsite and aerial components of the topographic survey will need to be complete before the vegetation and leaves begin to bloom in the spring.

Additional Field Survey of the Former Lakeside Golf Course and Former Driving Range shall include the following:

- 6.1 Aerial Topographic Survey
 - DLZ will utilize Williams Aerial Mapping to provide the aerial photography, planimetric, and topographic mapping for the former Lakeside Golf Course and former Driving Range utilizing manned fixed wing aircraft (see attached Exhibit "A" for survey limits).
 - DLZ will establish a minimum of 12 control points / aerial targets throughout the survey limits for the aerial survey component of the project. Horizontal control will be based on the Indiana Coordinate System of 1983, East zone (NAD83). Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).

- Planimetric and topographic mapping will meet or exceed National Map Accuracy Standards for a 1" = 50' scale map with 1-foot contours.

6.2 Conventional Topographic Survey

- The survey limits include the following areas (see **Exhibit "A"** for the survey limits):
 - Area 1 - 4,000 LF of Pierson Drain #2
 - Area 2 - 6 acre +/- wooded area
 - Area 3 - 3 acre +/- wooded area
 - Area 4 - 2 acres +/- wooded area
 - Area 5 - 3,200 LF of River Greenway and Maumee River
 - Area 6 - 1,000 LF of River Greenway and Maumee River
 - Area 7 - 2 acres +/- wooded area
- The topographic survey data collected will include the same items described in Task 2.8 along with the additional items described below:
 - Horizontal control points will be placed at those locations necessary to perform the requested survey.
 - A minimum of **ten (10)** temporary onsite bench marks will be provided with an established elevation to the nearest 0.01 ft.
 - Obtain the north rim elevation of all sewer manholes, catch basins, and inlets within the survey limit and the next structure upstream/downstream. The scope of work assumes that **45** storm and sanitary sewer structures will be located and detailed.
 - Establish 100-foot wide ditch cross sections at all deflections and a maximum of 50-foot intervals.
 - Locate the top of bank and edge of water for the Maumee River.
 - Determine the elevation of water present in any river, lake, pond, stream, ditch, and/or body of water within the survey limits.

6.3 DELIVERABLES: DLZ will provide the following deliverables:

- One base topographic survey in Autodesk Civil3D format (full scale 1:1)
- One LandXML file of the existing conditions surface model
- Digital Orthophoto Imagery will be supplied in (.tif) or (.jpg) file format with an accompanying world file (.tfw) allowing for correct geospatial positioning of the imagery
- A bare earth classified point cloud will be produced in (.las) format, along with quality report listing ground control residuals
- Structure Data Sheets and pictures

6.4 SCHEDULE: DLZ will deliver an electronic copy of the requested topographic survey on or before **8 weeks** after written notice to proceed has been received. The onsite and aerial components of the topographic survey will need to be complete before the vegetation and leaves begin to bloom in the spring. The surveying field work is weather dependent and subject to change based on inclement weather (rain, snow, extreme temperatures, etc.). DLZ will provide notification of any schedule changes due to the weather.

6.5 Clarification of Services:

- Any storm and sanitary sewer structures located and detailed above the number indicated in Task 5.2 for each project will be considered additional services.
- Locating tee boxes is not anticipated or identified in the Request for Quote.
- Locating sprinkler heads and irrigation system components is not anticipated or identified in the Request for Quote.
- No river cross sections are anticipated or identified in the Request for Quote.
- The topographic survey limits for the former Lakeside Golf Course will be the south back of curb for Valley View Drive, west edge of pavement for Reed Road, northerly edge of water for Maumee River, and the east edge of pavement for Coliseum Boulevard North, the south and east back of curb for Pine Valley Drive, as shown on attached Exhibit "A".
- The topographic survey limits for the former driving range area will be the west edge of pavement for Coliseum Boulevard North, northerly edge of water for Maumee River, the east

top bank of the ditch along the west property line of the subject parcel, and as shown on attached Exhibit "A".

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by May 1, 2019 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

<u>SCHEDULE</u>	<u>DATE</u>
Preliminary Design Phase I (30%) Deliverables	September 28, 2019 (150 days)
Preliminary Design Phase II (60%) Deliverables	January 6, 2020 (250 days)
Final Design Phase Deliverables	April 5, 2020 (340 days)

E. OPTIONAL ADDITIONAL SERVICES

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

CONTINGENCY TASKS (but not specifically limited to):

Contingency items are authorized by the Program Manager and shall have prior approval of fees prior to commencement.

- Attend additional meetings as needed to review and discuss the project.
- Permit reimbursement fees
- Perform additional site visits to assist Program Manager in resolution of design or construction problems.
- Survey, Permitting, and Final Design of Clubhouse berm including analysis of potential floodplain impacts.
- Provide non-destructive testing for bridges.

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 2007 format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 2007 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 Anne Marie Smrcek, 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 \$ 261,980.00 as summarized in attached **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 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, and shall include the employee name and title of all staff billing to project.
- 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.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

<u>Design Phase – (Tasks 1 through 3)</u> For Services outlined in Tasks 1 through 3 a not to exceed fee of:	\$ 177,645.00
<u>Bidding Phase - (Task 4)</u> For Services outlined in Task 4 a not to exceed fee of:	\$ 5,845.00
<u>Construction Phase – (Task 5)</u> For Services outlined in Task 5 a not to exceed fee of:	\$ 28,100.00
<u>Additional Field Survey – (Task 6)</u> For Services outlined in Task 6 a not to exceed fee of:	\$ 33,390.00
<u>Optional Services - As authorized by PM</u>	
<u>Contingency Allowance - As authorized by PM</u> For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of:	\$ 17,000.00
TOTAL NOT TO EXCEED FEE:	\$ 261,980.00

NOTE: It is anticipated to design for only three (3) headwall/wingwalls to box culverts, on either the upstream or the downstream ends.

ATTACHMENT #2
EMPLOYEE HOURLY RATE SCHEDULE

DLZ INDIANA, LLC STANDARD FEE STRUCTURE FOR CFW HOURLY RATES 2019		
<i>Activity Code</i>	<i>Employee Classification</i>	<i>2019 Hourly Rate</i>
49	Division Manager	\$195.00
50	Department Manager	\$175.00
80	Senior Project Manager	\$159.00
SPM	Senior Project Manager – On Site	\$152.00
55	Registered Land Surveyor	\$132.00
21	Project Manager	\$135.00
53/58	Engineer III/Architect III/Landscape Architect III/ Planner III/Scientist III/Geologist III	\$116.00
52/57	Engineer II/Architect II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II	\$106.00
51/56	Engineer I/Architect I/Landscape Architect I/ Planner I/ Designer II/Scientist I/Geologist I	\$91.00
126	Construction Observer Manager	\$98.00
152	Construction Observer	\$76.00
28	Designer I	\$78.00
29	Technician	\$65.00
43	Clerical	\$59.00

	<i>Crew Classification</i>	<i>2019 Hourly Rate</i>
142B/99	Topographic Survey Crew	\$140.00
143/99/99	3 – person Survey Crew	\$160.00

Rates are subject to revision on January 1, 2020.
 Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

ATTACHMENT #3

Scope Associated with Task 2.11 – Bridge Inspection

GENERAL INFORMATION

The existing bridges are currently not in the County or City's bridge inventory. It is assumed no design plans exist for the two structures; consequently, we will perform a baseline inspection of the two pedestrian bridges following the guidelines of an "Initial Inspection" as described in the Indiana Bridge Inspection Manual Part 1, Section 3.3. An initial inspection is the baseline inspection that needs to be completed on a structure that has not been previously inventoried. As part of the initial inspection, all observed deficiencies will be identified, and the geometric data of the structure will be verified.

The inspection of the two pedestrian bridges will include the following:

1. Record all Structure Inventory and Appraisal (SI&A) data in compliance with the current edition of the *Federal Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges* (also referred as the Coding Guide) and the *INDOT Indiana Bridge Inspection Manual*.
2. Complete an inspection and evaluation of all required data identified in the Coding Guide and in accordance with the Indiana Bridge Inspection Manual.
3. Assess the scour susceptibility of all substructure units in the water.
4. Gather relevant information required to maintain an accurate file of each structure.
5. Determine and evaluate the baseline structural condition.
6. Determine proposed improvements for each structure.
7. Determine recommended maintenance needs for each structure.
8. If the City requests DLZ to complete a Basic Channel Survey, in accordance with Indiana Bridge Inspection Manual Part 1, Section 3.10, it shall be considered additional services.
9. The City shall provide existing plans of the structures. If existing plans are not available DLZ will utilize a subconsultant to perform non-destructive testing on the beams to determine the existing steel in the beams. The non-destructive testing shall be an additional service.

All bridge inspections will be supervised by a prequalified Indiana Department of Transportation (INDOT) bridge inspection "Team Leader," (a Professional Engineer with a NHI bridge inspection certification). All work will be performed in accordance with the National Bridge Inspection Standards (NBIS) and Reports, the current American Association of State Highway and Transportation Officials (AASHTO) Manual for Condition Evaluation of Bridges, and the current Recording and Coding Guide for the Structure Inventory and Appraisal (SI&A) of the Nation's Bridges.

SCOPE OF SERVICES

DLZ will furnish the services of qualified professional engineers and technicians, as required, to perform the following tasks:

1. Consult with the City of Fort Wayne to obtain current available inventory and existing plans of the bridges prior to initiating field inspections.
2. Perform field inspections of two bridges to determine structure data, condition ratings, appraisal

analysis and the proposed improvements required. As part of the field inspections, DLZ shall obtain the latitude and longitude of each bridge using a GPS device.

3. Prepare a letter of findings. The letter of findings can be supplemented or enhanced as required to meet the needs of the City. However, the letter shall, as a minimum, contain the following items:
 - (a) Computerized SI&A report will be provided for each structure prepared in compliance with the Coding Guide and the Indiana Bridge Inspection Manual.
 - (b) Bridge load capacity calculations will be prepared for each structure.
 - (c) Legible current digital photographs of the bridge alignment, elevation and areas showing deficiencies.
 - (d) A list of safety improvements needed (i.e., bridge end markers, narrow bridge signs, etc.).
 - (e) A list of recommended improvements and/or repairs.
 - (f) A list of recommended maintenance needs (i.e., brush cutting, debris removal, etc.).

ATTACHMENT #4

Scope Associated with Task Nos. 2.14, 2.15, 2.22, and 3.3 – Culvert Design

GENERAL INFORMATION

DLZ will prepare plans and details for the construction of headwalls and wingwalls at the following locations:

- Downstream end (south side of Lake Ave)
- Upstream end (north side of Old Maysville Rd)
- Upstream end at River Greenway

NOTE: It is anticipated to design for only three (3) headwall/wingwalls to box culverts, on either the upstream or the downstream ends.

It is anticipated that the headwalls and wingwalls will be either Precast concrete or reinforced concrete. DLZ will evaluate the grading required at the ends of each culverts and determine the lengths, elevations and heights required for the wingwalls and headwalls. From this information DLZ shall prepare 3-line diagrams of the required limits of the wingwalls and headwalls for use by the fabricator to perform the concrete design of the elements and to perform the stability checks for Sliding, overturning and allowable bearing pressure.

Plans shall include a plan view showing the wingwall and headwall limits, a generic elevation view of the headwall and wingwalls, a table for each headwall and wingwall of controlling lengths and elevations, a generic typical section through the wingwall showing limits of excavation and backfill and a table of geotechnical parameters for each structure.

DLZ shall prepare quantity calculations for the wall areas, excavation and backfill.

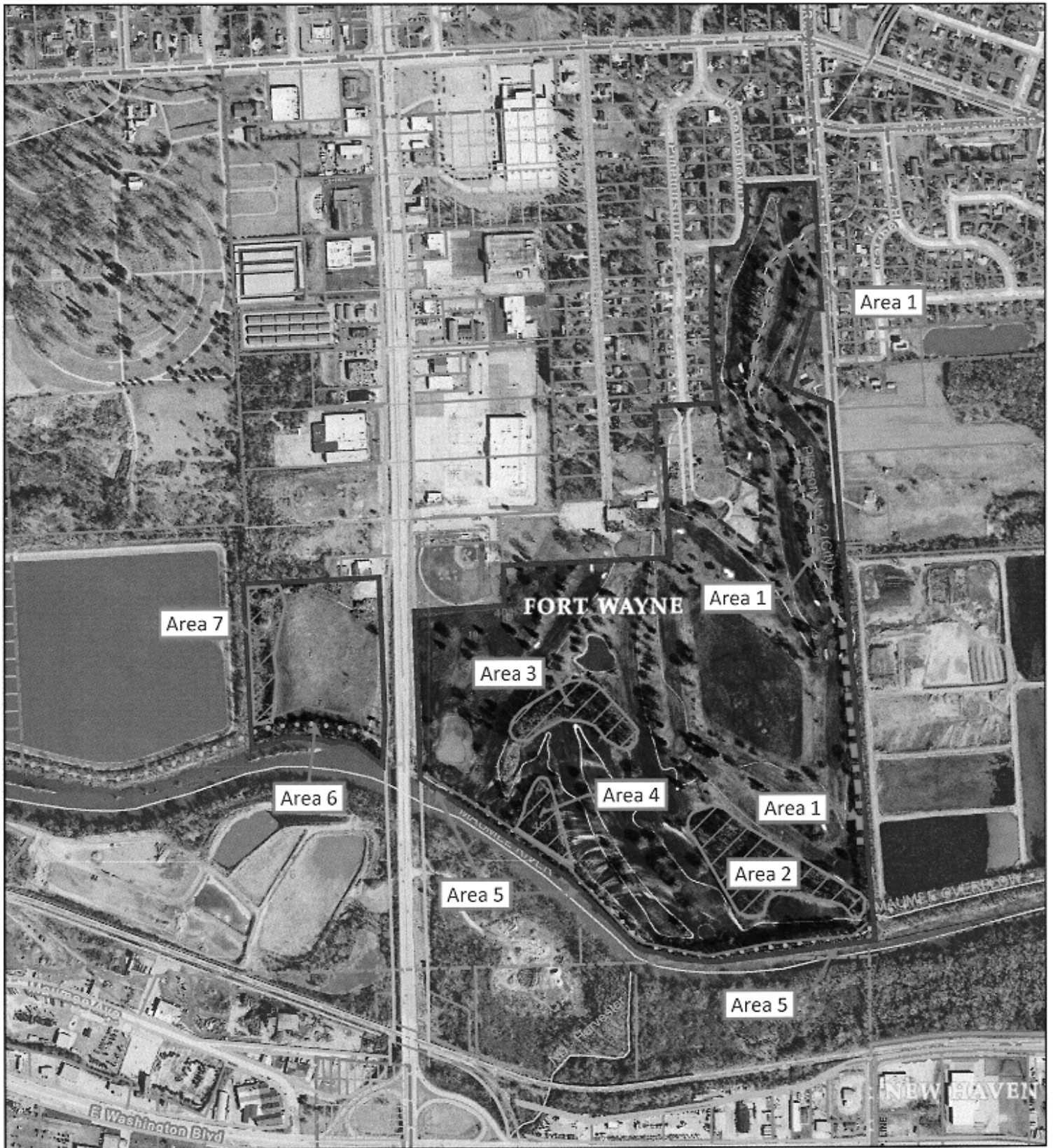
Work shall be in accordance with the INDOT Standard Specifications, so no special provisions are required.

DLZ shall respond to up to 2 RFI's, additional RFI's will be additional services. DLZ shall review shop drawings and calculations submitted for each structure. The calculation review is based on one design used for each of the 3 locations. Additional calculation submissions will be additional services. The fee is also based on one review of the shop drawings and calculations. Additional reviews will be an additional service.



EXHIBIT "A"

Lakeside Golf Course & Driving Range



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen
 North American Datum 1983
 State Plane Coordinate System, Indiana East



Date: 2/17/2019

1" = 750'

CITY OF FORT WAYNE, INDIANA

Vendor Name: DLZ INDIANA, LLC

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Section 1 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: Vikram Rajadhyaksha Name: Shyam Rajadhyaksha Name: Ram Rajadhyaksha

Address: Dublin, Ohio Address: Columbus, Ohio Address: Chicago, Illinois

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):

Name Vikram Rajadhyaksha ownership interest: 26.8%

Name Shyam Rajadhyaksha ownership interest: 12.9%

Name Ram Rajadhyaksha ownership interest: 12.9%

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.
- d. 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 No
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).

On Call Inspection Services – Mike Kiester – 17905104-000 – 9/6/17
 Plan Reviews – Dewayne Nodine – 18576002 – 8/3/18
 Tap Inspections – Dewayne Nodine – 15576020 – 12/10/15
 Fourth Street Sewer Separation – Jonathan Ondracek - 17905049-000 – 4/17/17
 On Call Surveying & Drafting – Nathan Baggett – 18905029 – 2/1/18
 St. Joseph Center Road – Shan Gunawardena – 14640046-000 – 6/9/14
 On Call Storm Water Modeling & Design 2017 – Anne Marie Smrchek – 17905025-000 – 2/20/17
 Goshen Avenue Reconstruction – Shan Gunawardena – 16640041-000 – 8/31/16
 State Boulevard Street Rehabilitation – Patrick Zaharako – 15640028-000 – 6/10/15
 Fairfield Ditch Improvements – Kristen Buell – 18905036 - 2/15/18
 Schoppman Drain Improvements – Nathan Baggett – 17905126 – 11/1/17
 Stormwater Design & Construction Management Support – Anne Marie Smrchek – 2/5/19
 Sewer Design & Construction Management Support – Anne Marie Smrchek – 2/5/19
 Board of Public Works – On-Call Surveying & Drafting 2019 – Patrick Zaharako – 1/8/19
 Board of Public Works – On-Call Permitting 2019 – Patrick Zaharako – 1/8/19

- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes 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).

- 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: _____

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

DLZ Indiana, LLC
(Name of Vendor)

825 South Barr Street, Fort Wayne, IN 46802
Address
(260) 420-3114
Telephone
bglaze@dlz.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) Brian Glaze, P.E. Title President

Signature  Date March 21, 2019

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

CONTRIBUTION STATEMENT BY A BUSINESS ENTITY

I, Miguel A. Trevino, PE, CPE, under the penalties of perjury, affirm and state as follows:

1. I am over the age of eighteen (18) years old.
2. I am an officer or party of the below named company/firm, a business entity within the meaning of Section 37.28 of the Fort Wayne Municipal Code of Ordinances (the "City Code").
3. As an officer or party of the below named company/firm, I am authorized to execute this *Contribution Statement by a Business Entity* on behalf of said business entity.
4. Since January 1, 2018, neither the below named company/firm, nor any of its covered principals, partners, officers, subsidiaries, or other individuals as defined in Section 37.28 has made a contribution to any City of Fort Wayne candidate or holder of public office, whether directly or indirectly by contribution to such candidate's or holder of public office's campaign committee, a City or Allen County party committee or a political action committee that regularly engages in the support of municipal elections and/or municipal parties in the City of Fort Wayne, which would prohibit the City of Fort Wayne from negotiating or entering into a contract with the below named company/firm under Section 37.28 of the City Code.
5. This *Contribution Statement by a Business Entity* is made pursuant to Section 37.28 of the City Code to support approval of a contract between the City of Fort Wayne, Indiana and the below named company/firm.

March 21, 2019
Date

DLZ Indiana, LLC
Company/Firm

By: 

Printed: Miguel A. Trevino, PE, CPE

Title: Vice President

Interoffice Memo

Date: March 27, 2019
To: Common Council Members
From: Anne Marie Smrchek, City Utilities Engineering
RE: **Pierson Drain Improvements at Lake Avenue
Res. #83610, W.O. # 83610**

Council District # District 1

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. Pierson Drain Improvements at Lake Avenue project consists of stormwater improvements along portions of Pierson Drain from Lake Avenue to its confluence with the Maumee River to reduce flood impacts in the watershed. Improvements include replacement of the existing 54" culverts at Lake Avenue, regrading and stabilizing the open channel between Lake Avenue and Old Maysville Road, installation of a bypass culvert and open channel ditch along Reed Road, and replacing the existing culverts under the River Greenway Trail at the confluence with the Maumee River, as well as constructing a small berm near the Lakeside Golf Clubhouse.

Implications of not being approved: The improvements included in this project will help alleviate flooding both upstream and downstream of Lake Avenue on the Pierson Drain No. 2, a City-owned regulated drain. When complete, these improvements will allow for a Letter of Map Revision to be submitted to FEMA which would allow for reduced flood insurance rates. The project will also provide for better and more access stormwater assets to maintain, particularly at the downstream end of Pierson Drain No. 2, near the confluence of the Maumee River. To not approve the project, will continue to have areas within the watershed at higher risk of flooding and paying higher flood insurance premiums. Additionally, the existing City Utilities assets in the area will continue to age and deteriorate, requiring additional maintenance.

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

Selection and Approval Process:

The consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was sent to over 100 firms and posted on the City website, and nine firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. Four shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected DLZ Indiana,

LLC for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on April 2, 2019.

The cost of said project funded by Stormwater Utility Revenue Bond

Council Introduction Date: April 9, 2019

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File

BILL NO. S-19-04-01

REPORT OF COMMITTEE ON CITY UTILITIES

April 23, 2019

Thomas Didier Chair

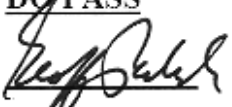

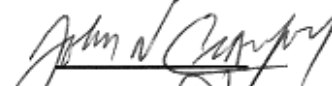


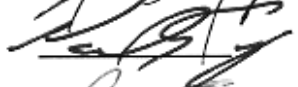
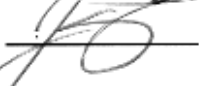
Geoff Paddock Co-Chair

All Council Members


An Ordinance approving Professional Services Agreement – Pierson Drain Improvements at Lake Avenue – Resolution/Work Order #83610 - between DLZ Indiana, LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$261,980.00

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>
	_____	_____	_____
	_____	_____	_____
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_____	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Didier.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilman Didier, placed on passage by the following vote:


<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: April 23, 2019



 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-19-04-01 on the 23rd day of April, 2019



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th of April 2019, at the hour of 11:00 o'clock A.M. E.S.T.

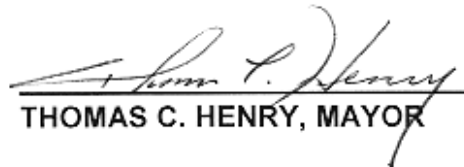


 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 25TH day of APRIL

2019, at the hour of 9:00 o'clock AM E.S.T.

FORWARDED BY THE CLERK
RECEIVED
APR 25 2019
 LANA R. KEESLING
 CITY CLERK



 THOMAS C. HENRY, MAYOR