

1 **BILL NO. S-23-03-24**

2 SPECIAL ORDINANCE NO. S-38-23

3
4 AN ORDINANCE approving PROFESSIONAL
5 SERVICES AGREEMENT – LINCOLNDALE
6 STORMWATER IMPROVEMENTS PHASE II - WORK
7 ORDER #83868 - \$249,637.00 (funded by Stormwater
8 Revenue) between A&Z ENGINEERING, LLC and the
9 City of Fort Wayne, Indiana, by and through its Board
10 of Public Works.

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

13 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT
14 – LINCOLNDALE STORMWATER IMPROVEMENTS PHASE II - WORK ORDER
15 #83868 between A&Z ENGINEERING, LLC and the City of Fort Wayne, Indiana, in
16 connection with the Board of Public Works, is hereby ratified, and affirmed and
17 approved in all respects, respectfully for:

18 All labor, insurance, material, equipment, tools, power, transportation,
19 miscellaneous equipment, etc., necessary for: PROFESSIONAL
20 ENGINEERING SERVICES TO COMPLETE A STORMWATER
21 HYDRAULIC ANALYSIS STUDY OF THE LINCOLNDALE AVE.
22 AREA AND PROVIDE A PRELIMINARY ENGINEERING REPORT,
23 DESIGN, BIDDING SERVICES AND DESIGN SERVICES DURING
24 CONSTRUCTION. THE LINCOLNDALE AREA INCLUDES THE
25 AREA CONTAINING STERLING ST., LINCOLNDALE AVE., AND
26 ARTHUR ST., IN ADDITION TO THE AREA SURROUNDED BY
27 INVESTMENT DR., PRODUCTION RD. AND EXECUTIVE BLVD.;

28 involving a not-to-exceed cost of TWO HUNDRED FORTY-NINE THOUSAND SIX
29 HUNDRED THIRTY-SEVEN AND 00/100 DOLLARS - (\$249,637.00). A copy of
30 said Contract is on file with the Office of the City Clerk and made available for
public inspection, according to law.

PROFESSIONAL SERVICES AGREEMENT
LINCOLNDALE STORMWATER IMPROVEMENTS PH II

This Agreement is by and between

CITY OF FORT WAYNE

by and through its

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

and

A&Z ENGINEERING, LLC (ENGINEER)

1220 Ruston Pass
Fort Wayne, Indiana 46825
260-485-7077
260-485-7071 (fax)

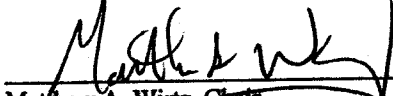
Who agree as follows:

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

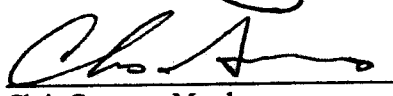
APPROVALS

APPROVED FOR CITY

BOARD OF STORMWATER MANAGEMENT

BY: 
Matthew A. Wirtz, Chair

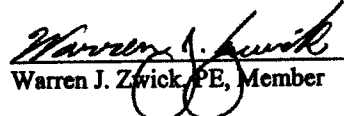
BY: 
Shan Gunawardena, Member

BY: 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

DATE: 3-7-2023

APPROVED FOR ENGINEER

BY: 
Warren J. Zwick, PE, Member

DATE: 02/23/2023

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

Complete a stormwater hydraulic analysis study of the Lincolndale Ave area and provide a preliminary engineering report. Include recommendations for future improvements to address the drainage issues of the Lincolndale Ave area and propose sized detention areas. The Lincolndale Ave area includes the area containing Sterling St, Lincolndale Ave, and Arthur St, in addition to the area surrounded by Investment Dr, Production Rd, and Executive Blvd as shown in Figure 1.

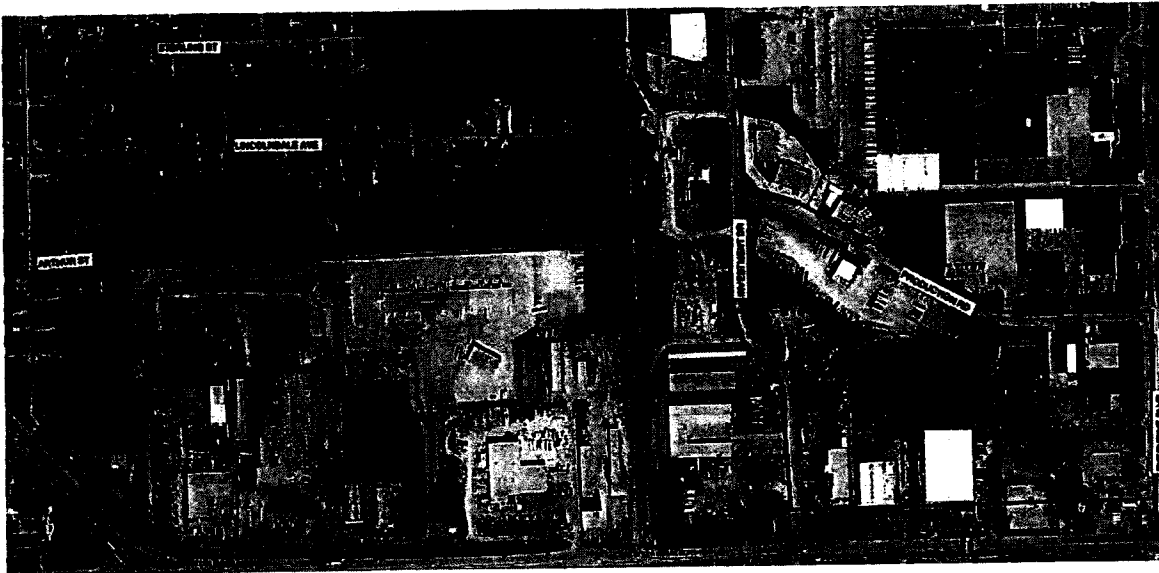


Figure 1. Lincolndale Study Area.

C. SCOPE OF WORK

A previous study was completed outlining the proposed detention pond areas. This project will perform an independent hydraulic analysis study to determine recommended solutions. The scope of this study is to determine capacities of proposed sewers and detention ponds and any operational issues with the collection system.

The Engineer shall develop and provide the following services:

Task 1 - Project Schedule and Review Meetings

- 1.1 Coordinate with other City or contracted resources for the completion of projects, such as surveying, geotechnical, or other specialized firms.
- 1.2 Meet with property owners to assess situation and gain additional information (as needed).

- 1.3 Provide review of City Utility projects to identify and report potential conflicts or other concerns for City facilities. Prepare conclusions and recommendations for resolution of potential conflicts and problems.
- 1.4 Identify necessary local, state, federal, and other permits or projects.
- 1.5 Follow City standards and City master specifications for projects as they are applicable.
- 1.6 Prepare project design schedule.
- 1.7 Attend eight (8) review meetings – these meetings are held at the Program Manager’s office with optional virtual attendance as needed.
- 1.8 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 - Preliminary Design

- 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 Perform hydraulic modeling using CHI’s PCSWMM software running the SWMM 5.1.09 or later engine to analyze all storm water systems including open channels, storm sewers, culverts, and storage in one comprehensive model. Within PCSWMM the NRCS Unit Hydrograph and TR-55 time of concentration methods will be utilized for hydrologic calculations. We recommend using CN and Tc methods instead of the EPA SWMM RUNOFF hydrologic methods, so the design is consistent with City storm water design standards. Hydrographs at key points within the model can be provided for use in the standard EPA SWMM model (outside of PCSWMM) if requested by the City.
The PCSWMM model will be used to verify existing conditions and recommendations determined in previous scoping reports. Initial modeling tasks will include:
 - Verify hydrologic parameters and drainage areas
 - Add more refined hydraulic model components including storage/ponding areas separate and combined sewers, channels, etc. based on survey data and the best available GIS data.
 - Confirm problem areas identified in previous studies and complaint records
 - Document specific existing condition storm water infrastructure capacities based on the refined model and note specific deficiencies.

In the proposed model, the existing conditions analysis will be modified to evaluate, in more detail, the following alternatives:

 - Drainage improvements within the Lincolndale Ave area. The alternatives (up to 2 max.) will consider extending the existing storm sewer as well as the construction of regional detention ponds. Evaluation of pipe and pond capacity and their impact on the recent downstream improvements is expected.
- 2.3 Identify major utilities and their approximate location from Utility maps.
- 2.4 Field check the study area and review infrastructure mapping. Site visits will be scheduled during or soon after storm events when possible.
- 2.5 Check conflicts with any other proposed projects in the immediate area.
- 2.6 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)

- 2.7 Engineer shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.
- 2.8 Determine watershed boundaries, provide preliminary drainage calculations, modeling, and pipe sizing, if applicable.
- 2.9 Request CCTV by City forces of the storm sewer system within the Lincolndale Ave site area shown above in Figure 1. Storm sewers televised within the last five years do not need new televising.
- 2.10 Review the completed televised reports.
- 2.11 Review existing and proposed developments, drawings, and reports
- 2.12 Develop recommendations for solutions to provide stormwater relief to area.
- 2.13 Prepare preliminary site design for recommendations of future project(s). Furnish one copy of the design in PDF format to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.
- 2.14 Resolve any utility conflicts, if requested. Perform initial utility and railroad coordination with all existing utilities and Norfolk & Southern Railway Company.
- 2.15 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.16 Perform a Phase I ESA report only for the Lincolndale Ave project area east of Investment Drive. The Phase I Environmental Assessment will conform to the scope and limitations of the American Standards and Testing Materials (ASTM) Phase I Environmental Site Assessment Practice E 1527-21. This Assessment involves a records search, environmental lien, and gross field observations of the subject property only, for direct physical evidence of surface contamination, or field indicators that indicate if further investigation may be necessary. The environmental assessment does not include building inspection, subsurface investigation, or analytical testing of any kind. Study contents shall include Description of Project Area; Visual Appearance; Geologic region; Mapped Soil Types; Historical Aerial Photography; Floodplain; Site Topography/Drainage; Surrounding Land Use; Occurrence of Wetlands; Utilities; Hazardous Waste Sites; Chemical and Waste Disposal; Documented Underground Storage Tanks (UST's); Aboveground Storage Tanks (AST's); Polychlorinated Biphenyls (PCB's); Historical Site Usage; Federal, Local, and State Regulatory Records Review.

Task 3 – Preliminary Engineering Report

- 3.1 Conduct a progress meeting to review potential alternatives for improvements.
- 3.2 Prepare an outline of the Preliminary Engineering Report and submit the outline of the City for their review.
- 3.3 Prepare a draft of the report and submit the report to the City for their review. The report will include:
 - a. Figures of selected improvement projects.
 - b. Conceptual opinions of probable construction cost.
 - c. Descriptions of each recommended improvement.
 - d. Cost-benefit analysis, relating the proposed improvements to documented complaints and quantifying the benefit to the neighborhood.
 - e. Narrative of the hydraulic analysis.
- 3.4 Based on comments from the City, prepare the final Preliminary Engineering Report.

3.5 Submit pdf of the final report.

Task 4 – Design

Phase I (30% submittal)

- 4.1 Prepare preliminary site drawings. Engineer shall overlay utility field survey data onto aerial orthography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information). The drawings at this phase need only enough detail to the Engineer to accurately determine the recommended alignment and convey it to the Program Manager.
- 4.2 Draft or “Red Line” the Engineer’s recommended horizontal route onto the preliminary site drawings.
- 4.3 Furnish one 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.

Phase II (60% submittal)

- 4.4 Resolve any utility conflicts. Continue utility coordination and coordinate the development of utility relocation plans for only the first phase project area limits east of Investment Drive. Utility coordination includes notifying all affected utilities the first phase project area limits, coordination and meetings with affected utilities during design, coordinate the development of relocation plans, reviewing relocation plans, managing the schedule for utility relocation work, report the progress of utility relocation work to the CITY. Construction observation services is not part of this scope of work.
- 4.5 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 4.6 Preliminary Design Phase II Drawings only for first phase project area limits east of Investment Drive. Incorporate only design improvements for project area limits east of Investment Drive presented in Phase I.

The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheets	1
General Notes, Index, and Legend	1
Plan (and Profile) Sheets	7
Site Plan Sheets	2
Cross Sections	10
<u>Special Detail and Tables Sheets</u>	<u>9</u>
TOTAL	30

- 4.7 Prepare draft specifications in MF04 format.
- 4.8 Compute project quantities and estimate of construction costs in MF04 format.
- 4.9 Submit draft Preliminary Design Documents to Program Manager for review and approval.
Preliminary Design Drawings: (2 Complete Sets)
Preliminary Design Drawings
Summary of Project Quantities w/ estimated construction costs
- 4.10 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 5 - Final Design (95% submittal)

- 5.1 Prepare specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards.
- 5.2 Complete a quality control review of the draft Contract Documents.
- 5.3 Prepare final design drawings. Incorporate comments received during the review meetings and routings. Breakout the project into only 1 phase of the project area limits east of Investment Drive.
- 5.4 Update summary of project quantities for the phase..
- 5.5 Submit draft Final Design Documents to Program Manager for review and approval.
Final Design Submittal (2 Complete Sets)
Final Design Drawings
Summary of Project Quantities w/estimated construction costs.
Bidform
Project Technical / Supplemental Specifications.
- 5.6 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.

Task 6 - Bidding Phase. The bidding phase services shall include the following:

- 6.1 Attend Pre-bid Meeting.
- 6.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents. It is anticipated that the Designer (Engineer) shall prepare a minimum of 1 bid package (drawings and specifications) for bidding of 1 phase.
- 6.3 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 7 - Construction Phase. The construction phase services shall include the following:

- 7.1 Engineer shall attend pre-construction meeting.
- 7.2 Engineer shall process and review shop drawings and Requests for Information (RFIs) submitted by the Contractor (Assumed 4 RFIs). The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Review Contractor submitted shop drawings (Assumed 15 shop drawings) for compliance with Contract Documents, as requested by Program Manager. Review shall be to assess if 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, methods, 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").

- 7.3 Engineer shall be available for site visits during construction and shall assist City in answering Contractor questions. 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 funds.
- 7.4 Engineer shall be available via conference call for Construction Progress Meetings. Attending a construction progress meeting shall be only at the request of the City and shall be paid for using contingency funds.
- 7.5 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.
- 7.6 **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.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by March 31, 2023 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>
Draft Preliminary Engineering Report	07/28/2023
Final Preliminary Engineering Report	09/22/2023
30% Preliminary Design Phase I	10/27/2023
60% Preliminary Design Phase II (1 st Phase Project)	01/05/2024
95% Design Phase (1 st Phase Project)	03/01/2024
Final Design Phase (1 st Phase Project)	04/05/2024
Bidding Phase (1 st Phase Project)	05/03/2024
Construction Phase (1 st Phase Project)	06/28/2024

E. OPTIONAL ADDITIONAL SERVICES

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

Geotechnical Investigation

- Perform all associated coordination and work to obtain a geotechnical sub-consultant to perform soil borings and conduct geotechnical evaluation relative to pipe bedding, trench backfill, bedrock depth, subsurface conditions at tunneling or boring and jacking sites, dewatering and sheeting/shoring issues

all in accordance with good Engineering practices. Engineer shall provide to the Program Manager a boring areas plan indicating required soil borings along pipe alignment and any areas of special interest prior to performing any geotechnical work. All work and the proposed location plan shall be approved by the Program Manager prior to commencement. *Assume a minimum of six (6) holes.*

Wetland Delineation

- Engineer shall determine if wetlands are present at the proposed improvement locations and perform a routine wetland delineation (if necessary) for the first phase project (project area limits east of Investment Drive) and the second phase project (remaining project limits west of Investment Drive). All routine wetland delineation services shall be performed in accordance with the Corps of Engineers 1987 Wetland Delineation Manual (Department of the Army Technical Report Y-87-1) and the applicable regional supplement to the Wetland Delineation Manual.

Green Infrastructure Design

- Prepare an Alternatives Report for the total Lincolnale study area to evaluate and determine which techniques may prove most effective as well as where these techniques may be utilized. This report will also include a cost benefit analysis to identify the greatest treatment benefit for dollars spent. Post construction maintenance as well as initial and recurring costs will be a driving factor in the selection, placement and design of these systems.
- Perform green infrastructure design services only for the first phase project (project area limits east of Investment Drive) conforming to Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document. This work includes design development, final stormwater calculations, preparation of construction documents, technical specifications and a final construction cost estimate.

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, including attend any public hearings for drainage board approvals.
- Survey site as needed to complete engineering study.
- Preparing easement exhibits.
- Identify any permits needed and preparing permit applications
- Geotechnical Investigations
- Prepare and submit summary to agent/company qualified to research title history to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that will be subject to easement or right-of-way acquisition.

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 Michael Saadeh, E.I.

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 \$ 249,637.00 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's 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.

To the fullest extent permitted by law, City shall indemnify and save harmless, Engineer from and against loss, liability, and damages sustained by Engineer, its agents, employees, and representatives by any reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of City, 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>Project Schedule and Review Meetings – (Task 1)</u>	
For Services outlined in Task 1 not to exceed fee of:	\$ 15,772
<u>Preliminary Design - (Task 2)</u>	
For Services outlined in Task 2 not to exceed fee of:	\$ 61,189
<u>Preliminary Engineering Report – (Task 3)</u>	
For Services outlined in Task 3 not to exceed fee of:	\$ 18,309
<u>Design – (Task 4)</u>	
For Services outlined in Task 4 not to exceed fee of:	\$ 61,571
<u>Final Design – (Task 5)</u>	
For Services outlined in Task 5 not to exceed fee of:	\$ 23,958
<u>Bidding Phase - (Task 6)</u>	
For Services outlined in Task 6 a not to exceed fee of:	\$ 6,105
<u>Construction Phase - (Task 7)</u>	
For Services outlined in Task 7 a not to exceed fee of:	\$ 6,875
<u>Optional Services - As authorized by PM</u>	
Geotechnical Investigation Coordination	
For Services outlined in Optional Services for a not to exceed fee of:	\$ 1,240
Wetland Delineation	
For Services outlined in Optional Services for a not to exceed fees of:	
1 st Phase Project (limits east of Investment Drive)	\$ 4,593
2 nd Phase Project (limits west of Investment Drive)	\$ 5,115
Green Infrastructure Design	
For Services outlined in Optional Services for a not to exceed fees of:	
Alternatives Report – Technical Memo (Lincolndale study area)	\$ 7,040
Design – 1 st Phase Project (limits east of Investment Drive)	\$ 12,870
<u>Contingency Allowance - As authorized by PM</u>	
Easement Documents	
Exhibit A – Legal Descriptions	\$ 1,750 / ea
Exhibit B – Plat Drawings	\$ 1,750 / ea
For <u>Additional Services</u> and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of:	\$ 25,000
TOTAL NOT TO EXCEED FEE:	\$ 249,637

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

Classification	Invoice Rate
Principal	\$ 185.00
Department Manager / Senior Project Manager / Senior Consultant	\$ 150.00
Senior Project Engineer / Project Manager	\$ 140.00
Senior Engineer / Senior Surveyor / Senior Designer / Senior Construction Supervisor	\$ 125.00
Engineer / Surveyor / Designer	\$115.00
Senior Technician / Senior Construction Inspector / Senior RPR	\$ 105.00
Technician / Construction Inspector	\$ 95.00
Administrative	\$ 80.00
Intern Technician / Intern Construction Inspector	\$ 75.00
One Person Survey Crew	\$ 135.00
Two Person Survey Crew	\$ 180.00

CITY OF FORT WAYNE, INDIANA
A&Z Engineering, LLC
(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):

- (1) Equity ownership exceeding 5%
- (2) Distributable income share exceeding 5%
- (3) Not Applicable (If N/A, go to Section 2)

Name: Jamal T. Anabtawi
 Address: 6927 Pintail Drake Ct Ft Wayne IN 46845
 Name: Warren J. Zwick
 Address: 12226 Wood Glen Drive Ft Wayne 46814

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

sole proprietorship stock
 partnership interest units (LLC)
 other (explain) _____

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

Name: Jamal T. Anabtawi 50%

Name: Warren J. Zwick 50%

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

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

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

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)
 Including contractual employment for services in the previous 3 years:
 Yes _____ No x

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

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).

Liberty Mills Trail Ph II – Trail Design	WO 0167R	Dawn Ritchie	03-03-2017
Ludwig Rd Extension	WO 0040A	Patrick Zaharako	08-06-2019
Maplecrest Rd - Const Admin	PO 20640050	Patrick Zaharako	07-14-2020
Ardmore-Airport Expwy StmWtr	WO 83794	Ann Marie Smrcek	03-09-2021
2021 On-Call Const Insp Services		Mike Kiester	07-20-2021
Coldwater Rd Widening–Rdwy Design	WO 0417A	Patrick Zaharako	07-20-2021
77037–X30 Relief Sewer Improv	WO 77037	Khylei Meyers	12-08-2020
Gulfstream Dr Stormwater Improv	WO 83869	Ann Marie Smrcek	12-15-2021
2022 On-Call Survey & Draft Services	PO 22950043	Nathan Baggett	04-08-2022

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

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

- 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.).

Company / Name / Payment Terms: n/a

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit

of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

A&Z Engineering, LLC
(Name of Vendor)

1220 Ruston Pass Fort Wayne IN 46825

Address

(260) 485-7077

Telephone

warren@az-engineering.net

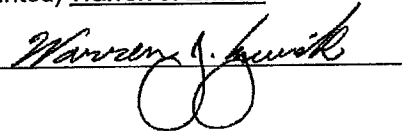
E-Mail Address

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

Name (Printed) Warren J. Zwick

Title Member

Signature



Date 02/23/2022

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

Interoffice Memo

Date: March 22, 2023
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: **Lincolndale Stormwater Improvements Phase II Work Order 83868**

Michael Kiester
3.22.2023

Council District # District 3

The consultant shall provide: Professional engineering services to provide the design, bid assistance, and design services during construction for the Lincolndale Stormwater Improvements Phase II.

Project Description: The Lincolndale Stormwater Improvements Phase II project will include completing a stormwater hydraulic analysis study of the Lincolndale Ave. area and provide a preliminary engineering report, design, bidding services and design services during construction. The Lincolndale Ave. area includes the area containing Sterling St., Lincolndale Ave., and Arthur St., in addition to the area surrounded by Investment Dr., Production Rd. and Executive Blvd.

Implications of not being approved: The purpose of this project is to alleviate flooding for the Lincolndale Ave. area. If not approved, the Lincolndale Ave area will continue to experience flooding and standing water as a result of the continuing deterioration of existing stormwater assets.

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 two firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of the interested firms, and a request for proposals was then developed and sent to the two firms. The two firms then submitted Competitive Sealed Proposals. A scoring matrix was used to score the firms based on their responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experience, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected A&Z Engineering, 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 March 7, 2023.

The cost of said project funded by Stormwater Revenue.

Council Introduction Date: April 11, 2023

CC: Matthew Wirtz
Jill Helfrich
File

BILL NO. S-23-03-24

REPORT OF COMMITTEE ON CITY UTILITIES

April 11, 2023

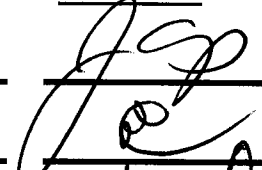
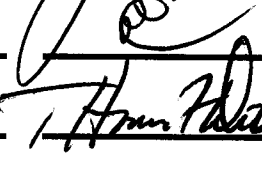



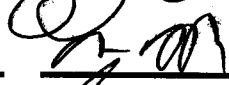


Paul Ensley Chair

Russ Jehl Co-Chair

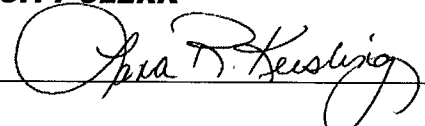
All Council Members

An Ordinance approving Professional Services Agreement – Lincolndale Stormwater Improvements Phase II - Work Order #83868 - between A&Z Engineering, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$249,637.00 (funded by Stormwater Revenue)

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Ensley.

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

Read the third time in full and on motion by Councilperson Ensley, 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"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: April 11, 2023




 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-23-03-24 on the 11th day of April, 2023

ATTEST:



 LANA R. KEESLING
 CITY CLERK




 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th of April 2023, at the hour of 11:05 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13th day of APRIL 2023, at the hour of 11:00 o'clock AM E.S.T.



 THOMAS C. HENRY, MAYOR