

AN ORDINANCE approving ADAMS CENTER ROAD - RES #2435-2011, W.O. #75685 between AMERICAN STRUCTURE POINT, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the ADAMS CENTER ROAD - RES #2435-2011, W.O. #75685 by and between AMERICAN STRUCTURE POINT, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

Professional Engineering Services to provide the design services for the Adams Center Road Sanitary Sewer and Water Main Extension Project:

involving a total cost of TWO HUNDRED NINE THOUSAND, TWO HUNDRED AND 00/100 DOLLARS - (\$209,200.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

Interoffice Memo

Date: **December 1, 2011**
To: Common Council Members
From: Paul Penumudi, Senior Program Manager, City Utilities Engineering
**RE: Contract Title: Adams Center Road
Res. #2435-2011, W.O. #75685**

Consultant Selected: American Structure Point, Inc.

Contract Value: \$209,200.00

The consultant shall provide: Professional engineering services to provide the design services for the Adams Center Road Sanitary Sewer and Water Main Extension Project.

Project Description:

The Adams Center Road and Water Main Extension design includes approximately 6,500 linear feet of 48" sanitary sewer and 2,800 linear feet of 16" water main and associated appurtenances along Adams Center Road. The sanitary sewer will connect to the existing interceptor sewer at Trier Ditch and extend south to the south side of Paulding Road. The water main will connect to the existing water main at Logistics Drive and extend south to the south side Paulding Road.

Implications of not being approved:

Fort Wayne is committed to providing sewer capacity for new growth and development, along with effective, high quality sanitary sewer service to existing customers. This project will help to meet these goals. The Southern Area Master Plan identified the need for this interceptor to provide future capacity for future growth on the City's south/southwest side. Therefore, not approving the project may impact growth in the Adams Center Road development corridor.

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

Selection and Approval Process:

The consultant was selected through the RFQ process (Request for Qualifications) based on their prior experiences and qualifications. The RFQ announcement was sent to over 120 firms and 21 firms submitted a statement of qualifications. Utilities engineering reviewed the qualifications of all interested firms and American Structure Point was selected to design the project. Using this procedure, Utilities Engineering

finds the not-to-exceed fee to be competitive. The Board of Public Works approved the original contract in the amount of \$209,200.00 on Wednesday November 2, 2011.

Funding:

The Professional Service Agreement (PSA) will be funded by the 2011 and 2012 Capital Budget. \$135,000 of the design fee will be reimbursed by the Community Development.

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File

PROFESSIONAL SERVICES AGREEMENT

"Adams Center Road Sewer and Water Main Extension"

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

American Structurepoint, Inc. ("ENGINEER")
116 East Berry Street, Suite 1515
Fort Wayne, IN 46802

Who agree as follows:

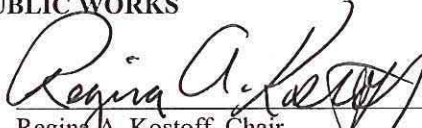
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services") and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement 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 Design of the Adams Center Road Sewer and Water Main Extension ("Project").

APPROVALS

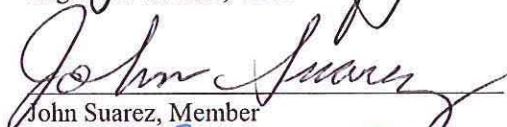
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

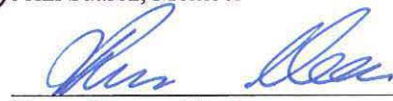
BY:


Regina A. Kostoff, Chair

BY:


John Suarez, Member

BY:


Kumar Menon, Member

ATTEST:


Victoria Guerrero, Clerk

DATE:

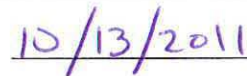


APPROVED FOR ENGINEER

BY:



DATE:



PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

ENGINEER shall provide the CITY with professional engineering services in all phases of the project to which this scope of services applies. These services will include serving as 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 includes the design of approximately 6,500 linear feet of 48" sanitary sewer and 2,800 linear feet of 16" water main and associated appurtenances along Adams Center Road. The sanitary sewer will connect to the existing interceptor sewer at Trier Ditch and extend south to the south side of Paulding Road. The water main will connect to the existing water main at Logistics Drive and extend south to the south side Paulding Road. *For the purposes of this agreement, this 6,500 feet of sanitary sewer and 2,800 feet of water main are known as "Project Phase I".*

A 10% preliminary design will be provided for extending water and sanitary sewer service approximately 11,000 linear feet south of Paulding Road to Maples Road. *For the purposes of this agreement, this water and sewer extension are known as "Project Phase II".*

C. SCOPE OF SERVICES

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

Task 1 - Project schedule and Review Meetings

- 1.1 Prepare Project design schedule.
- 1.2 Attend two (2) review meetings – *proposed* to occur at the end of Preliminary Design – Project Phase I and after completion of Preliminary Design – Project Phase II. These meetings are held at the Program Manager's office.
- 1.3 Record the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 - Preliminary Design

Project Phase I (30% submittal)

- 2.1 Research CITY documents for existing mapping, utility information, record drawings, aerial photos, right-of-way and lot base maps, information management system data 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 ENGINEER shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.

- 2.6 Prepare preliminary site drawings. ENGINEER shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information). *The drawings at this phase need only enough detail for the ENGINEER to accurately determine the recommended alignment and convey it to the Program Manager.*
- 2.7 Draft or "Red Line" the ENGINEER'S recommended horizontal route onto the preliminary site drawings.
- 2.8 NOT USED.
- 2.9 Furnish one copy of the Preliminary Design – Project Phase I Drawings to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.

Project Phase II (10% submittal)

- 2.10 ENGINEER shall complete the field survey to include elevations at road intersections and points half way between road intersections.
- 2.11 Prepare preliminary plan drawings. ENGINEER shall provide plan view only of route based on selected field survey data and tied to the field survey from Preliminary Design – Project Phase I. *The drawings at this phase need only enough detail for the ENGINEER to determine the general grade (slope) of the route of Preliminary Design – Project Phase II to be served by Preliminary Design – Project Phase I and convey it to the Program Manager.*
- 2.12 Draft or "Red Line" the ENGINEER'S recommended horizontal route onto the preliminary site drawings.
- 2.13 Furnish one copy of the Preliminary Design – Project Phase II Drawings to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.

Project Phase I (60% submittal)

- 2.14 Resolve any utility conflicts.
- 2.15 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.16 Preliminary Design – Project Phase I Drawings. Incorporate all design improvements presented in Preliminary Design – Project Phase I (30% submittal).

The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	2
Plan and Profile Sheets (showing water and sewer on same sheets)	13
Erosion Control Sheets for Rule 5 (separate from water & sewer sheets)	7
<u>Special Detail Sheets</u>	<u>8</u>
TOTAL	31

- 2.17 Prepare draft specifications in MF04 format.
- 2.18 Compute project quantities and estimate of construction costs in MF04 format.

- 2.19 Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the Program Manager, as requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending meetings with regulatory agencies. Permits may include:
- IDEM Water Construction Permit
 - IDEM Sanitary Sewer Construction Permit
 - Army Corps of Engineers
 - Indiana Department of Natural Resources
 - IDEM 401
 - IDEM Notice of Intent (Rule 5)
 - Storm Water Conservation District (Rule 5)
 - Allen County Surveyor
 - Railroad Crossing
- 2.20 Submit draft Preliminary Design – Project Phase I (60% submittal) Contract Documents to Program Manager for review and approval.
Preliminary Design – Project Phase I (60% submittal) includes: (2 Complete Sets)
Preliminary Design Drawings
Summary of Project Quantities w/estimated construction costs
- 2.21 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 Preliminary Design 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’s standards.
- 3.2 Complete a quality control review of the draft Contract Documents.
- 3.3 Prepare Final Design Drawings for Project Phase I (95% submittal). Incorporate comments received during the review meetings and routings.
- 3.4 Update summary of project quantities.
- 3.5 Submit draft Final Design – Project Phase I (95% submittal) Contract Documents to Program Manager for review and approval.
Final Design – Project Phase I (95% submittal) includes: (2 Complete Sets)
Final Design Drawings
Summary of Project quantities w/estimated construction costs
Bidform
Project Technical / Supplemental Specifications
- 3.6 Upon approval of Final Design – Project Phase I (95% submittal) Drawings and Project specifications, prepare and submit one (1) set of sealed paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings in 2007 DWG file format (Civil 3D 2007 or latest version). These documents will be the Final Design Contract Documents for Project Phase I.

Task 4 - Bidding Phase. Not Used.

D. SCHEDULE

The Project will be completed per the design schedule below. This schedule is based on receiving a Notice to Proceed by December 1, 2011 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 (Project Phases I & II)	March 2, 2012
Preliminary Design (60%) Project Phase I	May 11, 2012
Final Design Phase (95%) Project Phase I	June 22, 2012
Final Bidding Documents (Project Phase I only)	July 20, 2012

E. OPTIONAL ADDITIONAL SERVICES

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

Geotechnical Investigation

- Perform associated coordination and services to obtain a geotechnical subconsultant 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 recommendations and sheeting/shoring issues all in accordance with good engineering practices. ENGINEER shall provide to the Program Manager a plan indicating required soil borings along pipe alignment and any areas of special interest prior to performing any geotechnical services. All services and the proposed location plan shall be approved by the Program Manager prior to commencement.

CONTINGENCY TASKS (but not specifically limited to):

Contingency items may be authorized by the Program Manager and shall require prior approval of fees prior to commencement.

- Attend additional meetings as needed to review and discuss the Project.
- Attend pre-construction meeting.
- Perform site visits to assist Program Manager in resolution of design or construction problems.
- Upon written authorization from Program Manager and negotiation of satisfactory fees:
 1. Prepare summary of required property acquisition.
 2. Submit summary to agent/company qualified to research title history to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that may be subject to easement or right-of-way acquisition.
 3. Based on findings of title research done in 2. above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. Preparation of these documents shall be prepared in conformance to the CITY's Design Manual, Unit I, Chapter 4.

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 without independent verification, unless specifically identified as requiring such verification.

Provide ENGINEER with the required size for the water main along with the size and recommended slope for the sanitary sewer.

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 City-County Building.

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

B. REPRESENTATIVE

Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The CITY's representative for this Project will be Paul B. Penumudi, 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 utilized and expenses actually incurred with a not-to-exceed engineering fee of \$209,200 as summarized in Attachment 1.

ENGINEER's costs will be based on the hours incurred to complete the Project multiplied by the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule. All reimbursable expenses incurred for the project will be invoiced at cost with no mark-up.

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

B. BILLING AND PAYMENT

1. Timing/Format

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

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER shall maintain in full force and effect

during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
200 East Berry Street
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

Design Phase – (Tasks 1 through 3)

For Services outlined in Tasks 1 through 3, a not to exceed fee of: **\$ 182,400**

Optional Additional Services - As authorized by the Program Manager

Geotechnical Investigation

For Services outlined in Optional Additional Services, a not to exceed fee of: **\$ 15,400***

Contingency Tasks - As authorized by the Program Manager

For additional services and tasks that may be required during the performance of the services, but not specifically described herein, a not to exceed fee of : **\$ 11,400**

TOTAL NOT TO EXCEED FEE: \$ 209,200

*Fee based upon thirty soil borings at a maximum depth of 20-feet

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Project Director	\$168.80
Project Manager	153.08
Senior Engineer, Surveyor, Designer, Planner	130.93
Project Engineer, Surveyor, Designer, Planner	106.96
Staff Engineer	74.49
Senior Technician	104.06
Resident Project Representative	86.61
Engineering Technician	64.71
Survey Crew Member	75.17
Registered Surveyor	109.08
Clerical	65.35
Clerical Support	51.74