BILL NO. S-12-08-06

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES: EWING STREET - EAST/WEST STORM EXTENSIONS PHAS II (SOUTH OF WAYNE STREET) W.O. #75761 between DLZ INDIANA, LLC 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 CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES: EWING STREET - EAST/WEST STORM EXTENSIONS PHAS II (SOUTH OF WAYNE STREET) W.O. #75761 by and between DLZ INDIANA, LLC 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, bid and construction engineering services for the Ewing Street - East/West Storm Extensions Phase II:

involving a total cost of TWO HUNDRED FOUR THOUSAND, EIGHT HUNDRED AND 00/100 DOLLARS - ($204,800.00). A copy 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

PROFESSIONAL SERVICES AGREEMENT

EWING STREET EAST-WEST STORM SEWER EXTENTIONS
(PHASE II – SOUTH OF WAYNE STREET)

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
Citizens Square
200 East Berry, Suite 240
Fort Wayne, IN 46802

and

DLZ INDIANA, LLC ("ENGINEER")
111 West Columbia Street
Fort Wayne, Indiana 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 PUBLIC WORKS

BY: _____
Bob P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

DATE: August 8, 2012

APPROVED FOR ENGINEER

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

DATE: 8-7-12

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

ENGINEER shall provide the CITY with professional engineering services in all phases of the Project to which this scope of services applies. These services will include serving as the CITY professional representative for the Project, providing professional engineering consultation and advice, furnishing civil engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

This Project will be a sewer separation project for the Subbaisn L06086 & L06438 which contributes to Outfall 24 & 25 respectfully. This project is part of the Long Tern Control Plan CSO Control Measure #6 to complete partial sewer separation projects that are cost effective for Subbasins tributary to the Parallel Interceptor (PI). Ewing Street East-West Storm Sewer Extensions (Phase II South of Wayne Street) may occur on Washington Blvd., Jefferson Blvd., Broadway Ave., Fulton St., Fairfield Ave., Brackenridge St., Ewing St and Baker St. Exhibit A shows the potential storm sewer layout, but the final layout needs to be determined and will need to be verified/coordinated with City Utilities Engineering or its Representatives under this PSA. This proposed storm sewer system will consist of approximately 4410 lf of 12" RCP, 995 lf of 18" RCP, 1440 lf of 24" RCP, 825 lf of 30" RCP, 345 lf of 36" RCP, 380 lf of 42" and 375 lf of 48" RCP **(Note: The final layout, lengths and sizes are estimates only & final quantities shall be determined under this PSA)**. The new storm sewers will pick up inlets/catch basins and parking lots that are currently connected to the combined system. Green infrastructure such as rain gardens and stormwater tree boxes or other stormwater BMPs will be incorporated into the project to meet water quality for the newly separated storm water.

C. SCOPE OF SERVICES

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 shall develop and provide the following services:

Task 2A – Preliminary Design Field Survey
Field survey shall establish a site and topographic survey of the Project area (or areas which are relevant to the design of the Project (i.e. roadway, right-of-way) and appropriate information. ENGINEER shall:

2A.1 Plan, coordinate, monitor and document Project-surveying activities.

2A.2 Recommend necessary right-of-way, easement, property and section corner information from local and State agencies.

2A.3 Send out survey notices and coordinate with utility companies to locate underground utilities in field and to obtain utility plans. CITY'S Program Manager will provide a signed property owner notice to send out to property owners. Surveying is not to begin until notices are sent out and has been coordinated with City Utilities Engineering or its Representatives.

2A.4 Perform field survey in sufficient detail to obtain the following information, at a minimum:

1. Survey limits shall include the limits of the right-of-way and 15' on either side of the right-of way and adjacent ground elevations.

2. **Parking lots within the project limit to pick up exiting inlets/catch basins within the lot and/or the drainage of the lot.**
3. All located utilities, including towers, poles, pedestals, manhole covers, vault lids, valve box covers, meter box covers, service box covers, cleanouts, and fire hydrants (including size, locations, material and depth if known.
4. Storm sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
5. Sanitary sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
6. Individual trees larger than 6-inch diameter.
7. Tree groups, shrubs, gardens, decorative rocks or stones.
8. Fences.
9. Edges of pavement for all neighborhood streets and sidewalks within the survey limits.
10. Limits of all buildings, appurtenances, structures located adjacent to the facility within the survey limits.
11. Limits of existing channel banks, centerline and bottom of channel, ponds, lakes and streams and water's edge elevations.
12. Locations and elevations of on-site benchmarks.
13. Property lines, lot lines, right-of-way lines and easement lines.
14. Street signs (including names), traffic signals, curbs, signs and driveway.
15. Headwalls or retaining walls, and bridges and culverts.

2A.5 ENGINEER shall establish a minimum of fifteen (15) -additional onsite temporary benchmarks in the form of capped rebars to be used for horizontal and vertical control during construction (1983 State Plan Coordinate System, Indiana 1301, Eastern Zone and 1988 National Geodetic Vertical Datum). The benchmark that was used to set these temporary benchmarks shall also be provided.

2A.6 ENGINEER shall provide survey data in electronic format with 8 1/2" x 11" printouts of the points, and provide Program Manager with electronic copies of field notes and plats.

2A.7 ENGINEER shall stake existing easements in the project area as directed by Program Manager.

Task 2B – Preliminary Design Soil Investigation & Pavement Cores

2B.1 ENGINEER shall provide soil-boring/testing services for a maximum of twenty (20) borings, 10 for proposed storm sewer and 10 for green infrastructure, to include furnishing all labor, materials, and equipment necessary for the complete and satisfactory construction of the Project. The soil investigation will also include the soil borings and/or testing for the green infrastructure that will be proposed for the project. Green infrastructure soil borings and/or testing shall conform to the Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document.

2B.2 ENGINEER shall submit names of local subconsultants for geotechnical work to Program Manager for approval prior to issuing a notice-to-proceed.

2B.3 Soil borings shall be staked for location by ENGINEER prior to boring. ENGINEER shall deliver complete geotechnical report of all soil boring data with preliminary plans for review. Soil boring data shall be included on plans and with contract bid documents.

2B.4 All pavement cores shall be performed by CITY Transportation department and coordinated through Program Manager.

Task 2C – 30% Preliminary Design

2C.1 Attend up to three (3) design meetings with Program Manager to discuss preliminary design issues which may include cost effective sewer separation, storm sewer level of service, parking lot connections action plan, general design issues, etc.

2C.2 Attend a review meeting – *proposed* to occur at the end of 30% Preliminary Design. These meetings are held at the Program Manager's office.

2C.3 Keep the minutes of the 30% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

2C.4 Topographic survey should be complete by this submittal.

2C.5 Notify Program Manager of potential environmental permits required for the project (i.e. IDEM Rule 5 Submission, IDNR Construction in a Floodway, IDEM Water Permit, etc.). In addition, the ENGINEER should inform the Program Manager of wetlands within or adjacent to the project limits.

If any permit applications are require for the project, it will be completed under contingency items. All contingency items require authorization by the Program Manager and shall have prior approval of fees prior to commencement.

2C.6 Research CITY documents for existing mapping, utility information, record drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.

2C.7 Identify major utilities and their approximate location from utility maps. Coordination with other utilities such NIPSCO, AEP, Verizon, Frontier, etc. may be necessary.

2C.8 Check conflicts with any other proposed projects in the immediate area.

2C.9 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)

2C.10 Review the proposed storm sewer system (see Exhibit A: Ewing Street East-West Phase II Storm Sewer Extensions for potential storm sewer layout). Provide Program Manager with a technical memorandum summarizing all calculations and verifications from items below. If a conflict arises, the ENGINEER shall propose an alternate recommendation.

1. Establish the final layout of the storm sewer system using the survey data from Task 2A.
2. Complete a delineation of the storm sewer shed using the survey data and incorporate into the final layout of the storm sewer system.
3. Estimate a level of service for each of the new storm sewer branches.
4. Incorporate picking up inlets/catch basins and/or drainage from all major parking lots within the proposed system.
5. Verify all sizes (pipe capacity), lengths and constructability (sewer with be able to maintain minimum cover) for the storm sewer layout.
6. Determine the final lengths and sizes using the final layout.
7. The final layout will need to be verified and coordinated with City Utilities Engineering.

2C.11 Evaluate alternative BMPs addressing water quality standards and requirements per Unit II, Chapter 5 of the Development Criteria / Standards Manual. Determine the possible type and location of stormwater BMPs using green infrastructure (i.e. bioretention, swales, infiltration trenches, tree boxes, etc.). A technical memorandum and map shall be submitted of proposed type(s), location(s) and sizing calculations. Upon the CITY's acceptance of proposed type(s) and location(s) for Green Infrastructure BMP's, design services shall be completed under OPTIONAL ADDITIONAL SERVICES (Section E of this agreement).

2C.12 If easements and right of entry permission are required, the ENGINEER should submit an estimate of the number of parcels affected and a brief justification for the encroachments. If property acquisition is require, it will be completed under contingency items. All contingency items require authorization by the Program Manager and shall have prior approval of fees prior to commencement.

2C.13 30% Preliminary construction plans should include:

A. Cover sheet with project title, project number, location map, description of the project limits, signature blocks, index of plan sheets, list of utility owners and addresses, and north arrow.
B. Typical cross sections, if necessary for the project, should show basic configuration, design features such as pavement restoration type, curbs, sidewalk, cross slopes, and construction centerline.
C. The following information should be included in the plan and profile plan sheets:
    - show the preliminary proposed design information;
    - show the existing topography and site conditions;
    - label the existing street names;
    - show the beginning and ending stations for the project in plan and profile view;
    - North arrow and scale;
    - label the existing right-of-way, property lines, and easements;
    - label the horizontal/construction line alignment with stationing;
    - show the existing ground under the horizontal/construction line alignment (profile) with existing and proposed elevations clearly labeled;
    - label all crown and invert elevations, pipe size, and flow direction for existing structures (sanitary, storm, or water main);
    - identify the existing trees and existing ADA ramps to be affected by proposed design;
    - show the preliminary dimensions for pavement widths and radii at street intersections;
    - proposed construction methods and pipe materials as applicable;
    - proposed type of BMP's for the project and the location shall also be included on the drawings.

2C.14 Compute Project quantities and estimate of construction costs.

2C.15 Furnish two complete sets (1 hard copy and 1 pdf) of the 30% Preliminary Design Submittals to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

Preliminary Design Submittals: **(2 Complete Sets)**
Technical Memorandum – Storm Sewer & Green Infrastructure Design
30% Preliminary Design Drawings
Project Quantities w/estimated construction costs
Table of Contents of Specifications.

2C.16 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "First Submittal".

2C.17 Incomplete submittals will not be accepted and/or reviewed by the Program Mangaer.

Task 2D – 60% Preliminary Design

2D.1 Attend up to two (2) design meetings with Program Manager and a field walk through of the project to discuss design issues which may include storm sewer routing, utility conflicts, general design issues, etc.

2D.2 Attend a review meeting – *proposed* to occur at the end of 60% Preliminary Design. These meetings are held at the Program Manager's office.

2D.3 Keep the minutes of the 60% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

2D.4 Geotechnical report should be complete by this submittal.

2D.5 Resolve any utility conflicts.

2D.6 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.

2D.7 60% Preliminary Design Drawings. Incorporate all design improvements presented in Phase I.
The Drawings will generally include: (estimated)

	Sheets
Title Sheet	1
General Notes, Index and Legend	1
Survey Control Data Sheet	1
Traffic Control Sheet	2
Plan and Profile Sheets	18
Erosion Control Plan Sheet	2
Greenscape Design	4
Restoration Plan Sheets	2
Structure Data Table	1
Special Detail Sheets	7
TOTAL	39

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

- label the construction centerline/alignment with bearings, curve information, and stationing along the construction line with tic marks every 100 feet;
- verify that the beginning and ending stations for the project in plan and profile view have not changed;
- show the dimension widths of pavement lane(s), curb and gutter, parkway strip, and sidewalk;
- show the limits of reconstruction for public road approaches and driveways;

- label the driveway centerline station and width;
- show the proposed ditch grading in profile view;
- show the new sidewalks, curb, and ADA ramps;
- show the limits of the proposed easement and property owner's names and addresses (if applicable);
- show the proposed storm sewer, sanitary sewer, and water main locations with outlet locations clearly identified in the plan and profile views;
- label all crown and invert elevations, pipe size, flow direction and coordinates for existing and proposed storm sewer and sanitary sewer in profile view;
- show the existing and proposed locations for water mains in profile view;
- label structures with stationing and offset distance from the construction line in plan view for proposed and existing storm sewer(s) and sanitary sewer(s);
- show the survey control points and benchmarks;
- label all signs and mailboxes to be removed and reset;
- label all castings to be adjusted;
- label all trees to be protected or removed;
- show the north arrow and drawing scale;
- update construction limits; and
- show proposed legend in plan view.

2D.8 Prepare a draft of project specifications in 2004 Master Format. ENGINEER shall coordinate with Program Manager to incorporate City Standard Specifications into outline.

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

2D.10 Submit draft 60% Preliminary Design Submittals to Program Manager for review and approval.

Preliminary Design Submittals: (2 Complete Sets)
60% Preliminary Design Drawings
Updated Project Quantities w/estimated construction costs
Draft of Project Specifications in 2004 Master Format

2D.11 Upon approval of 60% Preliminary Design Drawings, submit one copy for "routings" along with a list of all projected affected entities. Program Manager will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to ENGINEER at the review meeting.

2D.12 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "Second Submittal".

2D.13 Incomplete submittals will not be accepted and/or reviewed by the Program Manager.

Task 3A – 95% Preliminary Design & Final Design

3A.1 Attend a review meeting – *proposed* to occur at the end of 95% Preliminary Design (95% Draft Plans). These meetings are held at the Program Manager's office.

3A.2 Keep the minutes of the 95% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

3A.3 Prepare the 95% preliminary & final specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards. ENGINEER shall coordinate with Program Manager to incorporate City Standard Specifications into the project's specifications/

3A.4 Complete a quality control review of the draft Contract Documents.

3A.5 Prepare 95% preliminary & final design drawings. Incorporate comments received during the review meetings and routings.

3A.6 Update summary of project quantities with estimated construction costs for both the 95% preliminary & final specifications.

3A.7 Submit 95% Preliminary & Final Design Submittals to Program Manager for review and approval.

95% Preliminary Design & Final Design Submittals: (2 Complete Sets)
95% Preliminary Design & Final Design Drawings (100% Draft)
95% Preliminary Design & Final Project Quantities
w/estimated construction costs.
95% Preliminary Design & Final Bidform
*Using 2004 Master Format completed with the CUE's required format
95% Preliminary Design & Final Project Specifications in 2004 Master Format

3.A.8 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "Third Submittal".

3A.9 Upon approval of 95% Preliminary drawings and project specifications, prepare and submit Final Design Drawings with one (1) set of stamped paper bond drawings, two (2) electronic versions of the project specifications (1 Microsoft Word and 1 pdf) and two (2) electronic copy of project drawings (1 ACAD2006 and 1pdf).

Task 3B - Bidding Phase

The bidding phase services shall include the following:

3B.1 Attend Pre-bid meeting.

3B.2 Assist with addenda, as needed, to interpret, clarify or expand bidding documents. CITY'S Program Manager is to issue the Addenda.

3B.3 Conformed Contract Documents
The ENGINEER will prepare a complete set of Contract Documents (plans and specifications) incorporating all issued addenda after execution of the Construction Agreement by the CITY and CONTRACTOR. These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by addenda, full counterpart copies of the addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format or latest version (AutoCAD 2010 or latest version) and one (1) electronic copy of the CTC project specifications (Microsoft Word).

Task 4 – Property Acquisition

Please refer to E. Optional Additional Services under Contingency Tasks.

Task 5 - Construction Phase

5.1 ENGINEER shall attend the pre-construction Meeting.

5.2 ENGINEER shall visit project sites during construction as needed to answer questions from Program Manager, CITY's resident project representative, or CONTRACTOR, for a maximum of five (5) construction site visits.

5.3 ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the CONTRACTOR. The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Review CONTRACTOR-submitted shop drawings for compliance with Contract Documents, as requested by Program Manager. Review shall be to assess if the items covered by the submittals will, after installation or incorporation, conform to the Contract Documents and be compatible with the overall design intent. Review and approval will not extend to means, method, techniques, sequences or procedures of, or to safety precautions, procedures, or programs incident thereto. ENGINEER shall be available to answer questions as they pertain to the drawings and specifications throughout construction of the project.

5.4 ENGINEER shall utilize the City of Fort Wayne's Project Management Information System (PMIS) document system for construction management.

5.5 ENGINEER shall not be responsible for the acts or omissions of the CONTRACTOR, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of the CONTRACTOR to perform or furnish the Work in accordance with the Contract Documents.

D. SCHEDULE

The Project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by August 17, 2012 and receiving prompt review and approvals from City agencies and Program Manager.

SCHEDULE	DATE
Task 2A: Preliminary Design Field Survey	08/17/2012 to 09/17/2012
Task 2B: Preliminary Design Soil Investigation	08/17/2012 to 02/15/2013
Task 2C: 30% Preliminary Design	08/17/2012 to 11/16/2012
Task 2D: 60% Preliminary Design	11/19/2012 to 02/15/2013
Task 3A: 95% Preliminary Design & Final Design	02/18/2013 to 05/24/2013
Task 3B: Bidding Phase	TBD
Task 4: Property Acquisition	08/17/2012 to 05/24/2013
Task 5: Construction	TBD

E. OPTIONAL ADDITIONAL SERVICES

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

GREEN INFRASTRUCTURE DESIGN:

ENGINEER shall design selected Green Infrastructure and incorporate into the project documents.

- Green infrastructure design shall conform to Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document.

- Green infrastructure may include, but not limited to bioretention, swales, rain gardens, pervious pavement, infiltration trenches, tree boxes, stormwater quality units, etc.

SUBSURFACE UTILITY EXPLORATION

ENGINEER shall obtain the services of a qualified sub-consultant to perform test holes on predetermined utilities and locations. The testing will provide three-dimensional mapping of the utilities and related structures to facilitate proper design of the new underground piping and to minimize/eliminate unforeseen utility conflicts.

CONTINGENCY TASKS (but not specifically limited to):

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

- Attend additional meetings as needed to review and discuss the Project.

- Perform site visits to assist CITY'S Program Manager in resolution of design or construction problems.

- Upon written authorization from CITY'S 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 will be subject to easement or right-of-way acquisition.
  3. Based on findings of title work done in B above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. This work shall be prepared in conformance to the City's Design Manual, Unit I, Chapter 4.

- **Permit Applications**

  1. Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies.
  2. Assist the Program Manager, as requested, in obtaining regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to ENGINEER reports, studies, regulatory decisions and similar information relating to the Services that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

Provide ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available at Citizen's Square.

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

B. 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 Kelly Bajic, P.E (CITY'S Program Manager).

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 letter will be prepared by the CITY, but will be sent by ENGINEER.

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 **$204,800.00** as summarized in Attachment # 1.

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

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

B. BILLING AND PAYMENT

1. Timing/Format

   a. ENGINEER shall invoice CITY monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.

   b. CITY shall pay ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

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

PART IV
STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

11. INSURANCE. ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802

12. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. LIMITATIONS OF LIABILITY. Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. ACCESS. CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. SEVERABILITY. The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding ENGINEER's performance under this Agreement shall expire one year after Project Completion.

21. CONSENT DECREE NOTIFICATION. ENGINEER shall perform, or cause others to perform, all services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:
http://www.cityoffortwayne.org/index.php/content/view/1494/1566/

22. DOCUMENT RETENTION. Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the CITY, ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the service contemplated by the Agreement.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Preliminary Design Field Surveying – (Task 2A) For Services outlined in Task 2A, not to exceed fee of:	$	**28,400.00**
Preliminary Design Soil Investigation – (Task 2B) For Services outlined in Task 2B, a not to exceed fee of:	$	**12,310.00**
30% Preliminary Design – (Task 2C) For Services outlined in Task 2C, not to exceed fee of:	$	**44,300.00**
60% Preliminary Design – (Task 2D) For Services outlined in Task 2D, a not to exceed fee of:	$	**35,300.00**
95% Preliminary Design & Final Design – (Task 3A) For Services outlined in Task 3A, a not to exceed fee of:	$	**25,200.00**
Bidding Phase – (Task 3B) For Services outlined in Task 3B, a not to exceed fee of:	$	**3,500.00**
Construction Phase – (Task 5) For Services outlined in Task 5, a not to exceed fee of:	$	**16,000.00**
OPTIONAL ADDITIONAL SERVICES		
Green Infrastructure Design & Utility For Services outlined in Section E a not to exceed fee of:	$	**9,790.00**
Contingency For Services outlined in Section E a not to exceed fee of:	$	**30,000.00**
TOTAL NOT TO EXCEED FEE:	$	**204,800.00**

ATTACHMENT #2

DLZ INDIANA, LLC
FEE STRUCTURE FOR CFW UTILITIES
EWING STREET EAST-WEST STORM SEWER EXTENTIONS HOURLY RATES
2012

Activity Code	Employee Classification	*2012 Hourly Rate*
	Deputy Program Manager	$177.00
	Division Manager	$181.00
	Department Manager	$165.00
	Senior Project Manager	$135.00
	Registered Land Surveyor	$120.00
	Project Manager	$125.00
	Engineer III/Architect III/Landscape Architect III/ Planner III/Scientist III/Geologist III	$105.00
	Engineer II/Architect II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II	$95.00
	Engineer I/Architect I/Landscape Architect I/ Planner I/ Designer II/Scientist I/Geologist I	$80.00
	Construction Observer Manager	$85.00
	Construction Observer	$65.00
	Designer I	$70.00
	Technician	$60.00
	Clerical	$50.00

	Crew Classification	*2012 Hourly Rate*
	3 – person Survey Crew	$155.00
	Topographic Survey Crew	$130.00

Reimbursable Expenses	*Rate*
Mileage	$0.555/mile
Reproduction	Cost plus 10%
Subconsultants	Cost plus 10%
Equipment Rental	Cost plus 10%

Rates are subject to revision on January 1, 2013.
Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

PROFESSIONAL SERVICES AGREEMENT

EWING STREET EAST-WEST STORM SEWER EXTENTIONS (PHASE II – SOUTH OF WAYNE STREET)

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
Citizens Square
200 East Berry, Suite 240
Fort Wayne, IN 46802

and

DLZ INDIANA, LLC ("ENGINEER")
111 West Columbia Street
Fort Wayne, Indiana 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 PUBLIC WORKS

BY: _____
Bob P. Kennedy, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Victoria Edwards, Clerk

DATE: August 8, 2012

APPROVED FOR ENGINEER

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

DATE: 8-7-12

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

ENGINEER shall provide the CITY with professional engineering services in all phases of the Project to which this scope of services applies. These services will include serving as the CITY professional representative for the Project, providing professional engineering consultation and advice, furnishing civil engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

This Project will be a sewer separation project for the Subbaisn L06086 & L06438 which contributes to Outfall 24 & 25 respectfully. This project is part of the Long Tern Control Plan CSO Control Measure #6 to complete partial sewer separation projects that are cost effective for Subbasins tributary to the Parallel Interceptor (PI). Ewing Street East-West Storm Sewer Extensions (Phase II South of Wayne Street) may occur on Washington Blvd., Jefferson Blvd., Broadway Ave., Fulton St., Fairfield Ave., Brackenridge St., Ewing St and Baker St. Exhibit A shows the potential storm sewer layout, but the final layout needs to be determined and will need to be verified/coordinated with City Utilities Engineering or its Representatives under this PSA. This proposed storm sewer system will consist of approximately 4410 lf of 12" RCP, 995 lf of 18" RCP, 1440 lf of 24" RCP, 825 lf of 30" RCP, 345 lf of 36" RCP, 380 lf of 42" and 375 lf of 48" RCP (**Note: The final layout, lengths and sizes are estimates only & final quantities shall be determined under this PSA**). The new storm sewers will pick up inlets/catch basins and parking lots that are currently connected to the combined system. Green infrastructure such as rain gardens and stormwater tree boxes or other stormwater BMPs will be incorporated into the project to meet water quality for the newly separated storm water.

C. SCOPE OF SERVICES

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 shall develop and provide the following services:

Task 2A – Preliminary Design Field Survey
Field survey shall establish a site and topographic survey of the Project area (or areas which are relevant to the design of the Project (i.e. roadway, right-of-way) and appropriate information. ENGINEER shall:

2A.1 Plan, coordinate, monitor and document Project-surveying activities.

2A.2 Recommend necessary right-of-way, easement, property and section corner information from local and State agencies.

2A.3 Send out survey notices and coordinate with utility companies to locate underground utilities in field and to obtain utility plans. CITY'S Program Manager will provide a signed property owner notice to send out to property owners. Surveying is not to begin until notices are sent out and has been coordinated with City Utilities Engineering or its Representatives.

2A.4 Perform field survey in sufficient detail to obtain the following information, at a minimum:

1. Survey limits shall include the limits of the right-of-way and 15' on either side of the right-of way and adjacent ground elevations.

2. **Parking lots within the project limit to pick up exiting inlets/catch basins within the lot and/or the drainage of the lot.**
3. All located utilities, including towers, poles, pedestals, manhole covers, vault lids, valve box covers, meter box covers, service box covers, cleanouts, and fire hydrants (including size, locations, material and depth if known.
4. Storm sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
5. Sanitary sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
6. Individual trees larger than 6-inch diameter.
7. Tree groups, shrubs, gardens, decorative rocks or stones.
8. Fences.
9. Edges of pavement for all neighborhood streets and sidewalks within the survey limits.
10. Limits of all buildings, appurtenances, structures located adjacent to the facility within the survey limits.
11. Limits of existing channel banks, centerline and bottom of channel, ponds, lakes and streams and water's edge elevations.
12. Locations and elevations of on-site benchmarks.
13. Property lines, lot lines, right-of-way lines and easement lines.
14. Street signs (including names), traffic signals, curbs, signs and driveway.
15. Headwalls or retaining walls, and bridges and culverts.

2A.5 ENGINEER shall establish a minimum of fifteen (15) -additional onsite temporary benchmarks in the form of capped rebars to be used for horizontal and vertical control during construction (1983 State Plan Coordinate System, Indiana 1301, Eastern Zone and 1988 National Geodetic Vertical Datum). The benchmark that was used to set these temporary benchmarks shall also be provided.

2A.6 ENGINEER shall provide survey data in electronic format with 8 1/2" x 11" printouts of the points, and provide Program Manager with electronic copies of field notes and plats.

2A.7 ENGINEER shall stake existing easements in the project area as directed by Program Manager.

Task 2B – Preliminary Design Soil Investigation & Pavement Cores

2B.1 ENGINEER shall provide soil-boring/testing services for a maximum of twenty (20) borings, 10 for proposed storm sewer and 10 for green infrastructure, to include furnishing all labor, materials, and equipment necessary for the complete and satisfactory construction of the Project. The soil investigation will also include the soil borings and/or testing for the green infrastructure that will be proposed for the project. Green infrastructure soil borings and/or testing shall conform to the Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document.

2B.2 ENGINEER shall submit names of local subconsultants for geotechnical work to Program Manager for approval prior to issuing a notice-to-proceed.

2B.3 Soil borings shall be staked for location by ENGINEER prior to boring. ENGINEER shall deliver complete geotechnical report of all soil boring data with preliminary plans for review. Soil boring data shall be included on plans and with contract bid documents.

2B.4 All pavement cores shall be performed by CITY Transportation department and coordinated through Program Manager.

Task 2C – 30% Preliminary Design

2C.1 Attend up to three (3) design meetings with Program Manager to discuss preliminary design issues which may include cost effective sewer separation, storm sewer level of service, parking lot connections action plan, general design issues, etc.

2C.2 Attend a review meeting – *proposed* to occur at the end of 30% Preliminary Design. These meetings are held at the Program Manager's office.

2C.3 Keep the minutes of the 30% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

2C.4 Topographic survey should be complete by this submittal.

2C.5 Notify Program Manager of potential environmental permits required for the project (i.e. IDEM Rule 5 Submission, IDNR Construction in a Floodway, IDEM Water Permit, etc.). In addition, the ENGINEER should inform the Program Manager of wetlands within or adjacent to the project limits.

If any permit applications are require for the project, it will be completed under contingency items. All contingency items require authorization by the Program Manager and shall have prior approval of fees prior to commencement.

2C.6 Research CITY documents for existing mapping, utility information, record drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.

2C.7 Identify major utilities and their approximate location from utility maps. Coordination with other utilities such NIPSCO, AEP, Verizon, Frontier, etc. may be necessary.

2C.8 Check conflicts with any other proposed projects in the immediate area.

2C.9 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)

2C.10 Review the proposed storm sewer system (see Exhibit A: Ewing Street East-West Phase II Storm Sewer Extensions for potential storm sewer layout). Provide Program Manager with a technical memorandum summarizing all calculations and verifications from items below. If a conflict arises, the ENGINEER shall propose an alternate recommendation.

1. Establish the final layout of the storm sewer system using the survey data from Task 2A.
2. Complete a delineation of the storm sewer shed using the survey data and incorporate into the final layout of the storm sewer system.
3. Estimate a level of service for each of the new storm sewer branches.
4. Incorporate picking up inlets/catch basins and/or drainage from all major parking lots within the proposed system.
5. Verify all sizes (pipe capacity), lengths and constructability (sewer with be able to maintain minimum cover) for the storm sewer layout.
6. Determine the final lengths and sizes using the final layout.
7. The final layout will need to be verified and coordinated with City Utilities Engineering.

2C.11 Evaluate alternative BMPs addressing water quality standards and requirements per Unit II, Chapter 5 of the Development Criteria / Standards Manual. Determine the possible type and location of stormwater BMPs using green infrastructure (i.e. bioretention, swales, infiltration trenches, tree boxes, etc.). A technical memorandum and map shall be submitted of proposed type(s), location(s) and sizing calculations. Upon the CITY's acceptance of proposed type(s) and location(s) for Green Infrastructure BMP's, design services shall be completed under OPTIONAL ADDITIONAL SERVICES (Section E of this agreement).

2C.12 If easements and right of entry permission are required, the ENGINEER should submit an estimate of the number of parcels affected and a brief justification for the encroachments. If property acquisition is require, it will be completed under contingency items. All contingency items require authorization by the Program Manager and shall have prior approval of fees prior to commencement.

2C.13 30% Preliminary construction plans should include:

A. Cover sheet with project title, project number, location map, description of the project limits, signature blocks, index of plan sheets, list of utility owners and addresses, and north arrow.
B. Typical cross sections, if necessary for the project, should show basic configuration, design features such as pavement restoration type, curbs, sidewalk, cross slopes, and construction centerline.
C. The following information should be included in the plan and profile plan sheets:
    - show the preliminary proposed design information;
    - show the existing topography and site conditions;
    - label the existing street names;
    - show the beginning and ending stations for the project in plan and profile view;
    - North arrow and scale;
    - label the existing right-of-way, property lines, and easements;
    - label the horizontal/construction line alignment with stationing;
    - show the existing ground under the horizontal/construction line alignment (profile) with existing and proposed elevations clearly labeled;
    - label all crown and invert elevations, pipe size, and flow direction for existing structures (sanitary, storm, or water main);
    - identify the existing trees and existing ADA ramps to be affected by proposed design;
    - show the preliminary dimensions for pavement widths and radii at street intersections;
    - proposed construction methods and pipe materials as applicable;
    - proposed type of BMP's for the project and the location shall also be included on the drawings.

2C.14 Compute Project quantities and estimate of construction costs.

2C.15 Furnish two complete sets (1 hard copy and 1 pdf) of the 30% Preliminary Design Submittals to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

Preliminary Design Submittals: **(2 Complete Sets)**
Technical Memorandum – Storm Sewer & Green Infrastructure Design
30% Preliminary Design Drawings
Project Quantities w/estimated construction costs
Table of Contents of Specifications.

2C.16 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "First Submittal".

2C.17 Incomplete submittals will not be accepted and/or reviewed by the Program Mangaer.

Task 2D – 60% Preliminary Design

2D.1 Attend up to two (2) design meetings with Program Manager and a field walk through of the project to discuss design issues which may include storm sewer routing, utility conflicts, general design issues, etc.

2D.2 Attend a review meeting – *proposed* to occur at the end of 60% Preliminary Design. These meetings are held at the Program Manager's office.

2D.3 Keep the minutes of the 60% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

2D.4 Geotechnical report should be complete by this submittal.

2D.5 Resolve any utility conflicts.

2D.6 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.

2D.7 60% Preliminary Design Drawings. Incorporate all design improvements presented in Phase I.
The Drawings will generally include: (estimated)

	Sheets
Title Sheet	1
General Notes, Index and Legend	1
Survey Control Data Sheet	1
Traffic Control Sheet	2
Plan and Profile Sheets	18
Erosion Control Plan Sheet	2
Greenscape Design	4
Restoration Plan Sheets	2
Structure Data Table	1
Special Detail Sheets	7
TOTAL	39

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

- label the construction centerline/alignment with bearings, curve information, and stationing along the construction line with tic marks every 100 feet;
- verify that the beginning and ending stations for the project in plan and profile view have not changed;
- show the dimension widths of pavement lane(s), curb and gutter, parkway strip, and sidewalk;
- show the limits of reconstruction for public road approaches and driveways;

- label the driveway centerline station and width;
- show the proposed ditch grading in profile view;
- show the new sidewalks, curb, and ADA ramps;
- show the limits of the proposed easement and property owner's names and addresses (if applicable);
- show the proposed storm sewer, sanitary sewer, and water main locations with outlet locations clearly identified in the plan and profile views;
- label all crown and invert elevations, pipe size, flow direction and coordinates for existing and proposed storm sewer and sanitary sewer in profile view;
- show the existing and proposed locations for water mains in profile view;
- label structures with stationing and offset distance from the construction line in plan view for proposed and existing storm sewer(s) and sanitary sewer(s);
- show the survey control points and benchmarks;
- label all signs and mailboxes to be removed and reset;
- label all castings to be adjusted;
- label all trees to be protected or removed;
- show the north arrow and drawing scale;
- update construction limits; and
- show proposed legend in plan view.

2D.8 Prepare a draft of project specifications in 2004 Master Format. ENGINEER shall coordinate with Program Manager to incorporate City Standard Specifications into outline.

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

2D.10 Submit draft 60% Preliminary Design Submittals to Program Manager for review and approval.

Preliminary Design Submittals: (2 Complete Sets)
60% Preliminary Design Drawings
Updated Project Quantities w/estimated construction costs
Draft of Project Specifications in 2004 Master Format

2D.11 Upon approval of 60% Preliminary Design Drawings, submit one copy for "routings" along with a list of all projected affected entities. Program Manager will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to ENGINEER at the review meeting.

2D.12 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "Second Submittal".

2D.13 Incomplete submittals will not be accepted and/or reviewed by the Program Manager.

Task 3A – 95% Preliminary Design & Final Design

3A.1 Attend a review meeting – *proposed* to occur at the end of 95% Preliminary Design (95% Draft Plans). These meetings are held at the Program Manager's office.

3A.2 Keep the minutes of the 95% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

3A.3 Prepare the 95% preliminary & final specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards. ENGINEER shall coordinate with Program Manager to incorporate City Standard Specifications into the project's specifications/

3A.4 Complete a quality control review of the draft Contract Documents.

3A.5 Prepare 95% preliminary & final design drawings. Incorporate comments received during the review meetings and routings.

3A.6 Update summary of project quantities with estimated construction costs for both the 95% preliminary & final specifications.

3A.7 Submit 95% Preliminary & Final Design Submittals to Program Manager for review and approval.

95% Preliminary Design & Final Design Submittals: (2 Complete Sets)
95% Preliminary Design & Final Design Drawings (100% Draft)
95% Preliminary Design & Final Project Quantities
w/estimated construction costs.
95% Preliminary Design & Final Bidform
*Using 2004 Master Format completed with the CUE's required format
95% Preliminary Design & Final Project Specifications in 2004 Master Format

3.A.8 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "Third Submittal".

3A.9 Upon approval of 95% Preliminary drawings and project specifications, prepare and submit Final Design Drawings with one (1) set of stamped paper bond drawings, two (2) electronic versions of the project specifications (1 Microsoft Word and 1 pdf) and two (2) electronic copy of project drawings (1 ACAD2006 and 1pdf).

Task 3B - Bidding Phase

The bidding phase services shall include the following:

3B.1 Attend Pre-bid meeting.

3B.2 Assist with addenda, as needed, to interpret, clarify or expand bidding documents. CITY'S Program Manager is to issue the Addenda.

3B.3 Conformed Contract Documents
The ENGINEER will prepare a complete set of Contract Documents (plans and specifications) incorporating all issued addenda after execution of the Construction Agreement by the CITY and CONTRACTOR. These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by addenda, full counterpart copies of the addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format or latest version (AutoCAD 2010 or latest version) and one (1) electronic copy of the CTC project specifications (Microsoft Word).

Task 4 – Property Acquisition

Please refer to E. Optional Additional Services under Contingency Tasks.

Task 5 - Construction Phase

5.1 ENGINEER shall attend the pre-construction Meeting.

5.2 ENGINEER shall visit project sites during construction as needed to answer questions from Program Manager, CITY's resident project representative, or CONTRACTOR, for a maximum of five (5) construction site visits.

5.3 ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the CONTRACTOR. The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Review CONTRACTOR-submitted shop drawings for compliance with Contract Documents, as requested by Program Manager. Review shall be to assess if the items covered by the submittals will, after installation or incorporation, conform to the Contract Documents and be compatible with the overall design intent. Review and approval will not extend to means, method, techniques, sequences or procedures of, or to safety precautions, procedures, or programs incident thereto. ENGINEER shall be available to answer questions as they pertain to the drawings and specifications throughout construction of the project.

5.4 ENGINEER shall utilize the City of Fort Wayne's Project Management Information System (PMIS) document system for construction management.

5.5 ENGINEER shall not be responsible for the acts or omissions of the CONTRACTOR, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of the CONTRACTOR to perform or furnish the Work in accordance with the Contract Documents.

D. SCHEDULE

The Project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by August 17, 2012 and receiving prompt review and approvals from City agencies and Program Manager.

SCHEDULE	DATE
Task 2A: Preliminary Design Field Survey	08/17/2012 to 09/17/2012
Task 2B: Preliminary Design Soil Investigation	08/17/2012 to 02/15/2013
Task 2C: 30% Preliminary Design	08/17/2012 to 11/16/2012
Task 2D: 60% Preliminary Design	11/19/2012 to 02/15/2013
Task 3A: 95% Preliminary Design & Final Design	02/18/2013 to 05/24/2013
Task 3B: Bidding Phase	TBD
Task 4: Property Acquisition	08/17/2012 to 05/24/2013
Task 5: Construction	TBD

E. OPTIONAL ADDITIONAL SERVICES

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

GREEN INFRASTRUCTURE DESIGN:

ENGINEER shall design selected Green Infrastructure and incorporate into the project documents.

- Green infrastructure design shall conform to Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document.

- Green infrastructure may include, but not limited to bioretention, swales, rain gardens, pervious pavement, infiltration trenches, tree boxes, stormwater quality units, etc.

SUBSURFACE UTILITY EXPLORATION

ENGINEER shall obtain the services of a qualified sub-consultant to perform test holes on predetermined utilities and locations. The testing will provide three-dimensional mapping of the utilities and related structures to facilitate proper design of the new underground piping and to minimize/eliminate unforeseen utility conflicts.

CONTINGENCY TASKS (but not specifically limited to):

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

- Attend additional meetings as needed to review and discuss the Project.

- Perform site visits to assist CITY'S Program Manager in resolution of design or construction problems.

- Upon written authorization from CITY'S 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 will be subject to easement or right-of-way acquisition.
  3. Based on findings of title work done in B above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. This work shall be prepared in conformance to the City's Design Manual, Unit I, Chapter 4.

- **Permit Applications**

  1. Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies.
  2. Assist the Program Manager, as requested, in obtaining regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to ENGINEER reports, studies, regulatory decisions and similar information relating to the Services that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

Provide ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available at Citizen's Square.

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

B. 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 Kelly Bajic, P.E (CITY'S Program Manager).

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 letter will be prepared by the CITY, but will be sent by ENGINEER.

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 **$204,800.00** as summarized in Attachment # 1.

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

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

B. BILLING AND PAYMENT

1. Timing/Format

   a. ENGINEER shall invoice CITY monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.

   b. CITY shall pay ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

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

PART IV
STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

11. INSURANCE. ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802

12. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. LIMITATIONS OF LIABILITY. Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. ACCESS. CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. SEVERABILITY. The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding ENGINEER's performance under this Agreement shall expire one year after Project Completion.

21. CONSENT DECREE NOTIFICATION. ENGINEER shall perform, or cause others to perform, all services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:
http://www.cityoffortwayne.org/index.php/content/view/1494/1566/

22. DOCUMENT RETENTION. Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the CITY, ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the service contemplated by the Agreement.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Preliminary Design Field Surveying – (Task 2A) For Services outlined in Task 2A, not to exceed fee of:	$	28,400.00
Preliminary Design Soil Investigation – (Task 2B) For Services outlined in Task 2B, a not to exceed fee of:	$	12,310.00
30% Preliminary Design – (Task 2C) For Services outlined in Task 2C, not to exceed fee of:	$	44,300.00
60% Preliminary Design – (Task 2D) For Services outlined in Task 2D, a not to exceed fee of:	$	35,300.00
95% Preliminary Design & Final Design – (Task 3A) For Services outlined in Task 3A, a not to exceed fee of:	$	25,200.00
Bidding Phase – (Task 3B) For Services outlined in Task 3B, a not to exceed fee of:	$	3,500.00
Construction Phase – (Task 5) For Services outlined in Task 5, a not to exceed fee of:	$	16,000.00

OPTIONAL ADDITIONAL SERVICES

Green Infrastructure Design & Utility For Services outlined in Section E a not to exceed fee of:	$	9,790.00
Contingency For Services outlined in Section E a not to exceed fee of:	$	30,000.00

TOTAL NOT TO EXCEED FEE: $ 204,800.00

ATTACHMENT #2

DLZ INDIANA, LLC
FEE STRUCTURE FOR CFW UTILITIES
EWING STREET EAST-WEST STORM SEWER EXTENTIONS HOURLY RATES
2012

Activity Code	Employee Classification	*2012 Hourly Rate*
	Deputy Program Manager	$177.00
	Division Manager	$181.00
	Department Manager	$165.00
	Senior Project Manager	$135.00
	Registered Land Surveyor	$120.00
	Project Manager	$125.00
	Engineer III/Architect III/Landscape Architect III/ Planner III/Scientist III/Geologist III	$105.00
	Engineer II/Architect II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II	$95.00
	Engineer I/Architect I/Landscape Architect I/ Planner I/ Designer II/Scientist I/Geologist I	$80.00
	Construction Observer Manager	$85.00
	Construction Observer	$65.00
	Designer I	$70.00
	Technician	$60.00
	Clerical	$50.00

	Crew Classification	*2012 Hourly Rate*
	3 – person Survey Crew	$155.00
	Topographic Survey Crew	$130.00

Reimbursable Expenses	*Rate*
Mileage	$0.555/mile
Reproduction	Cost plus 10%
Subconsultants	Cost plus 10%
Equipment Rental	Cost plus 10%

Rates are subject to revision on January 1, 2013.
Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

City Utilities
Engineering

Interoffice Memo

Date: **August 10, 2012**

To: Common Council Members

From: Kelly Bajic, Program Manager, City Utilities Engineering

RE: Contract Title: Ewing Street – East/West Storm Extensions Phase II (South of Wayne Street)
W.O. #75761

Consultant Selected: DLZ Indiana, LLC

Contract Value: $204,800.00

The consultant shall provide: Professional engineering services to provide the design, bid and construction engineering services for the Ewing Street – East/West Storm Extensions Phase II.

Project Description: The combined sewer Long Term Control Plan involves the investment of nearly $240 million in projects in order to significantly reduce the amount of sewage that is discharged to Fort Wayne's rivers and their tributaries each year. CSO Control Measure 6 of the Consent Decree requires the completion of cost effective sewer separation in sewer subbasins tributary to the proposed Parallel Interceptor. Sewer separation will disconnect stormwater runoff from the existing combined sewers in these subbasins which will result in fewer combined sewer overflows. This project will provide cost effective separation in sewer Subbaisn L06086 and L06438 which contributes to Outfall 24 and 25 respectfully.

The proposed storm sewer extensions will be designed for the southwest part of the City in the West Central Neighborhood. This is the second phase of a sewer separation project, which will construct storm sewer extensions from the existing Ewing Street storm trunk line. Possible routes for these extension will be along Jefferson Boulevard, Brackenridge Street, Lavina Street, Hendricks Street, Baker Street, Fairfield Avenue, Fulton Street and Broadway Avenue. These are high level routes and will be coordinated with other City department and affected businesses as design progresses. The potential storm sewer system layout will consist of approximately 4,410 lf of 12" RCP, 995 lf of 18" RCP, 1,440 lf of 24" RCP, 825 lf of 30" RCP, 345 lf of 36" RCP, 380 lf of 42" and 375 lf of 48" RCP. The new storm sewers will pick up inlets/catch basins and parking lot drains that are currently connected to the combined sewer system. "Green" (or sustainable) infrastructure such as rain gardens/bioswales and stormwater tree boxes will be incorporated into the project to provide water quality for the newly separated storm water. City Utilities Engineering will promote a public meeting to be held for these neighborhoods to discuss any green infrastructure near or close by a resident's property prior to the completion of the design.

Implications of not being approved: This sewer separation project is to meet the Consent Decree requirements of CSO Control Measure (CM) 6 for CSO Outfall 24 and 25. The CSO CM 6 requires that CSSCIP (combined sewer separation capital improvements projects) be initiated in 2012 and all construction completed by 2018. City Utilities Engineering is making a commitment to start this work early so that this control measure will be completed on time and within budget.

If Prior Approval is being Requested, Justify: n/a

Selection and Approval Process: The consultant was selected through the RFQ (Request for Qualifications) process based on its 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 established an On-Call List of Consultants to provide Combined Sewer System Capacity Improvement Design (CSSCID). This project was then sent to all On-Call Consultants for CSSCID for a RFP (Request for Proposal). All proposals were reviewed and scored based on prior experience, project understanding, previous project performance and costs. Using this procedure, Utilities Engineering found DLZ's proposal to be the best value. The Board of Public Works approved the contract on August 8, 2012.

Funding: The Professional Services Agreement (PSA) will be funded by the 2012 Bond.

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File