

BILL NO. S-13-07-04

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT FOR ST. JOE RIVER CSO RELIEF SEWER - W.O. #75876 between A&Z ENGINEERING, 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 PROFESSIONAL SERVICES AGREEMENT FOR ST. JOE RIVER CSO RELIEF SEWER - W.O. #75876 by and between A&Z ENGINEERING, 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:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Professional Engineering Services to provide the design, bid assistance and construction engineering services for the St. Joe River Combined Sewer Overflow (CSO) Relief Sewer Project:

involving a total cost of ONE HUNDRED SIXTY-ONE THOUSAND, FIVE HUNDRED TWENTY AND 00/100 DOLLARS - (\$161,520.00). 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

ST. JOE RIVER CSO RELIEF SEWER

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

A&Z ENGINEERING, LLC ("ENGINEER")

9017 Coldwater Road Ste 500
Fort Wayne IN 46825
260-485-7077
260-485-7071 fax

Who agree as follows:

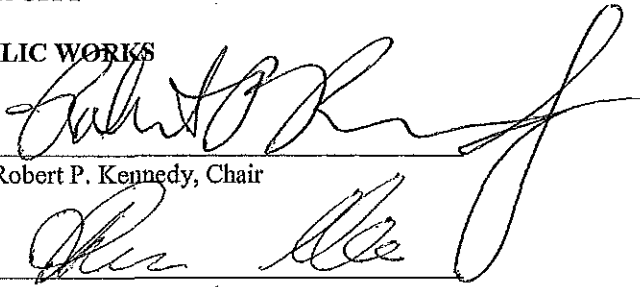
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services") and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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

APPROVALS

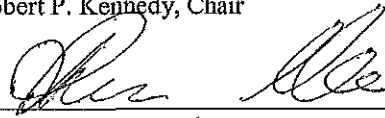
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Robert P. Kennedy, Chair

BY:


Kumar Menon, Member

BY:

Mike Avila, Member

ATTEST:


Victoria Edwards, Clerk

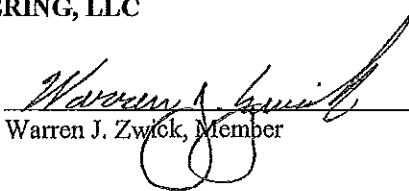
DATE:

June 19, 2013

APPROVED FOR ENGINEER

A&Z ENGINEERING, LLC

BY:


Warren J. Zwick, Member

DATE:

6/14/13

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 the design of a combined sewer overflow (CSO) relief sewer for Outfall 051, 052, & 053 to transport combined sewer flows to the existing St. Joseph Interceptor. The existing St. Joseph Interceptor will transport CSO flows to the Water Pollution Control Plant's (WPCP's) Wet Weather Ponds on Lake Avenue for storage until the plant has capacity to treat these CSO flows prior to releasing to the Maumee River. This project is part of the Long Term Control Plan CSO Control Measure #7 & 8 to provide storage in order to achieve the performance criteria of one overflow event per typical year along the St. Joseph River.

The St. Joe CSO Relief Sewer Project will contain approximately 5,000 linear feet of 24-inch and 48-inch sewer piping that will intercept flows from Outfalls 051, 052 & 053. These flows will be conveyed to the existing St. Joseph Interceptor at the intersection of Oswego Avenue and Somerset Lane. The proposed sewer will be routed along Route B as shown on the attachment for Exhibit 1. Sewer inlets O22 096 and O22 097 on Somerset Lane will also be rerouted approximately 250 linear feet to the storm sewer along Parnell Avenue.

Schedule is of utmost importance to this Project and the construction documents shall be bid ready by December 27, 2013.

C. SCOPE OF SERVICES

The duty of the ENGINEER is to develop final construction documents which include drawings, specifications and soils report. . The final construction drawings and specifications 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 – Not Used.

Task 2A – Preliminary Design Field Survey Coordination

Field surveying has already been completed to establish a site and topographic survey of the Project area. Surveyor for this project was DLZ and contact will be Rob Hathaway at (260) 420-3114. ENGINEER shall complete the following tasks:

- 2A.1 Review and apply completed certified base survey from surveyor to Project.
- 2A.2 Coordinate and resolve any matters with certified base survey with surveyor.
- 2A.3 Direct any additional surveying needs with surveyor. This shall be coordinated and approved through the Program Manager.

- 2A.4 Additional survey work will be required for three (3) diversion structures located upstream of regulators O00 095, O22 045 & P22 001 and for the connection to the St. Joseph Interceptor. This work shall also be coordinated with surveyor.

Task 2B – Preliminary Design Soil Investigation & Pavement Cores

- 2B.1 ENGINEER shall provide soil-boring/testing services for a maximum of twelve (12) borings for proposed relief sewer. The Services shall include furnishing all labor, materials, and equipment necessary for the complete and satisfactory taking soil borings for the Project.
- 2B.2 ENGINEER shall submit names of local subconsultants for geotechnical work to Program Manager for approval prior to issuing a notice-to-proceed.
- 2B.3 Soil borings shall be staked for location by ENGINEER prior to boring. ENGINEER shall deliver complete geotechnical report of all soil boring data with preliminary plans for review. Soil boring data shall be included on drawings and with contract bid documents.
- 2B.4 All pavement cores shall be performed by CITY Transportation Department and coordinated through Program Manager.

Task 2C – 30% Preliminary Design

- 2C.1 Attend up to three (3) design meetings with Program Manager to discuss preliminary design issues which may include conflicts with existing utilities, general design issues, etc.
- 2C.2 Attend a review meeting – *proposed* to occur at the end of 30% Preliminary Design. These meetings will be held at the Program Manager's office.
- 2C.3 Keep the minutes of the design meetings and 30% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the meeting.
- 2C.4 Notify Program Manager of potential environmental permits required for the project (i.e. IDEM Rule 5 Submission, IDNR Construction in a Floodway, IDEM Sanitary Permit, etc.). In addition, the ENGINEER should inform the Program Manager of wetlands within or adjacent to the project limits.
- 2C.5 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.6 Identify major utilities and their approximate location from utility maps. This will include identifying size and type of material of the utility main. Coordination with other utilities such as NIPSCO, AEP, Verizon, Frontier, etc. will be necessary.
- 2C.7 Check conflicts with any other proposed projects in the immediate area.
- 2C.8 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)

- 2C.9 Complete a technical memorandum that evaluates and recommends the best value gravity sewer pipe for this Project. This will include reviewing pros/cons of different type of sewer pipe, putting together cost tables and making final recommendations for all sizes of gravity sewer pipe within the project (24-inch through 60-inch diameter pipe).
- 2A.10 Additional research and utility locates will be required for three (3) diversion structures located upstream of regulators O00 095, O22 045 & P22 001 and for the connection to the St. Joseph Interceptor (connection will be a new structure)..
- 2C.11 30% Preliminary construction drawings shall include:
- A. Cover sheet with Project title, Project work order number, location map, and description of the Project limits, signature blocks, sheet index, list of utility owners and addresses, and north arrow.
 - B. Typical cross sections, if necessary for the Project, should show basic configuration, design features such as pavement restoration type, curbs, sidewalk, and cross sections.
 - C. The following information should be included in the plan and profile sheets:
 - o show the preliminary proposed design information;
 - o show the existing topography and site conditions;
 - o label the existing street names;
 - o show the beginning and ending stations for the Project in plan and profile view with stationing 0+00 at the beginning of the Project;
 - o north arrow in the upper, right hand corner of the drawing and graphic scale;
 - o label the existing right-of-way, property lines, and easements;
 - o label the horizontal/construction line alignment with stationing;
 - o show the existing ground under the horizontal/construction line alignment (profile) with existing and proposed elevations clearly labeled;
 - o label all existing structures for sanitary, storm, and water main using CITY ID's that correspond to the CITY's GIS maps
(GIS maps can be found at the following locations:
http://maps.cityoffortwayne.org/map_library/mapbook_sewer/zz_index.asp &
http://maps.cityoffortwayne.org/map_library/mapbook_water/zz_index.asp);
 - o label all crown and invert elevations, pipe size, and flow direction for existing structures (sanitary, storm, or water main);
 - o identify the existing trees and existing ADA ramps to be affected by proposed design;
 - o show the preliminary dimensions for pavement widths and radii at street intersections; and
 - o show pipe materials as applicable.
- 2C.12 Compute Project quantities and estimate of construction costs.
- 2C.13 Furnish two complete sets (1 hard copy and 1 pdf) of the 30% Preliminary Design Submittals to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.

Preliminary Design Submittals: (2 Complete Sets)

- Technical Memorandum – Best value gravity sewer pipe.
- 30% Preliminary Design Drawings
- Project Quantities w/estimated construction costs
- Table of Contents of Specifications

2C.14 The 30% Preliminary Design Drawings and support documentation submitted for review shall be marked with "Not for Construction" and "First Submittal".

2C.15 Incomplete submittals will not be accepted and/or reviewed by the Program Manager.

Task 2D – 60% Preliminary Design

- 2D.1 Attend up to three (3) design meetings with Program Manager and a field walk through of the Project to discuss design issues which may include relief sewer routing, utility conflicts, general design issues, etc.
- 2D.2 Attend up to one (1) public meeting with Program Manager. Program Manager will be responsible for coordinating and overseeing the public meeting, but Engineer may be requested to assist with the presentation, answer questions about the Project and provide graphics for the meeting.
- 2D.3 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.4 Keep the minutes of the 60% Preliminary Design Progress Review Meeting and distribute these minutes within 7 days of the Review Meeting.
- 2D.6 Resolve any utility conflicts.
- 2D.7 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2C.8 Both construction methods of jack & bore and open-cut shall be considered in the crossing at Anthony Boulevard.
- 2C.9 Detail drawings will need to be developed for three (3) diversion structures located upstream of regulators O00 095, O22 045 & P22 001 and for the connection to the St. Joseph Interceptor (connection will be a new structure). Regulators at O00 095 (CSO 053), O22 045 (CSO 051) and P22 001 (CSO 052) may also need to be modified to reroute flows to the new relief sewer, in which detail drawings will need to be developed. All design will be coordinated with the CITY who will be responsible for determining the overflow pipe sizes and elevations. (Total of seven (7) structures)
- 2D.10 60% Preliminary Design Drawings. Incorporate all design improvements presented in 30% review meeting.

The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	1
Survey Control Data Sheet	1
Traffic Control Sheet	3
Plan and Profile Sheets	12
Erosion Control Plan Sheet	4
Restoration Plan Sheets	6
Structure Data Table	2
<u>Special Detail Sheets</u>	<u>7</u>

TOTAL

37

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

- label the alignment with stationing along the construction line with tic marks every 100 feet;
- verify that the beginning and ending stations for the project in plan and profile view have not changed;
- show the dimension widths of pavement lane(s), curb and gutter, parkway strip, and sidewalk;
- show the limits of reconstruction for public road approaches and driveways;
- show the proposed ditch grading in profile view;
- show the new sidewalks, curb, and ADA ramps;
- show the limits of the proposed easement and property owner's names and addresses (if applicable);
- show the proposed storm sewer, sanitary sewer, and water main locations with outlet locations clearly identified in the plan and profile views;
- label all crown and invert elevations, pipe size, flow direction and coordinates for existing and proposed storm sewer and sanitary sewer in profile view;
- show the existing and proposed locations for water mains in profile view;
- label structures with stationing and offset distance from the construction line in plan view for proposed and existing storm sewer(s) and sanitary sewer(s);
- show the survey control points and benchmarks;
- label all signs and mailboxes to be removed and reset;
- label all castings to be adjusted;
- label all trees to be protected or removed;
- show the north arrow and drawing scale;
- update construction limits; and
- show proposed legend in plan view.

2D.11 Prepare a draft of Project Specifications in 2004 Master Format. ENGINEER shall coordinate with Program Manager to incorporate City Standard Specifications into outline.

2D.12 Compute Project quantities and estimate of construction costs.

2D.13 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.14 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.15 The 60% Preliminary Design Drawings and support documentation submitted for review shall be marked with "Not for Construction" and "Second Submittal".

2D.16 Incomplete submittals will not be accepted and/or reviewed by the Program Manager.

2D.17 Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Any permit fees shall

be paid for by the ENGINEER and reimbursed at cost by the CITY. The City of Fort Wayne is a self-permitting agency through IDEM. Assist the Program Manager as reasonably requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending up to two (2) meetings with reviewing agencies.

- 2D.18 Detail drawings will need to be developed for two floatable control structures for Outfall 051 and 053. This will include simple bars rack that unlatch if bars become clogged at regulators O22 045 and O22 095. The design will include a new structure if needed at the regulator to accommodate the new bar racks. The bar racks will also conform to CSO Control Measure #13 to remove one- half-inch diameter and larger solids and floatables.
- 2D.19 60% Design will need to include at least half slab concrete road design for all areas where the relief sewer is being installed along concrete roads.
- 2D.20 60% Design will need to include proposed sheeting location and sheeting specifications for the proposed relief sewer installation along Woodrow Avenue.
- 2D.21 60% Design will need to include rain garden reconstruction at Northlawn Dr. and Woodrow Ave. Plans & specification for these gardens have already been developed but will need to be included into project. Specifications will need to include the requirement for the contractor to salvage the plants and re-install the garden to plan

Task 3A – 95% Preliminary Design & Final Design

- 3A.1 Attend a review meeting – *proposed* to occur at the end of 95% Preliminary Design (95% Draft Drawings). These meetings are held at the Program Manager's office.
- 3A.2 Keep the minutes of the 95% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.
- 3A.3 Prepare the 95% Preliminary Design & Final Specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards. ENGINEER shall coordinate with Program Manager to incorporate City Standard Specifications into the Project's specifications.
- 3A.4 Complete a quality control review of the draft Contract Documents.
- 3A.5 Final detail drawings will need to be completed for three (3) diversion structures located upstream of regulators O00 095, O22 045 & P22 001 and for the connection to the St. Joseph Interceptor (connection will be a new structure). Regulators at O00 095 (CSO 053), O22 045 (CSO 051) and P22 001 (CSO 052) may also need to be modified to reroute flows to the new relief sewer, in which detail drawings will need to be developed. All design will be coordinated with the CITY who will be responsible for determining the overflow pipe sizes and elevations. For any large cast-in-places structures developed, a structural engineer will need to stamp the final detail drawings. (Total of seven (7) structures)
- 3A.6 Prepare 95% Preliminary Design & Final Design Drawings. Incorporate comments received during the review meetings and routings.
- 3A.7 Update summary of project quantities with estimated construction costs for both the 95% Preliminary & Final Specifications.

- 3A.8 Submit 95% Preliminary Design & 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

95% Preliminary Design & Final Project Quantities
w/estimated construction costs.

95% Preliminary Design & Final Bidform

*Using 2004 Master Format completed with the CITY's required format

95% Preliminary Design & Final Project Specifications in 2004 Master Format

- 3A.9 The Preliminary Design Drawings and support documentation submitted for review shall be marked with "Not for Construction" and "Third Submittal".
- 3A.10 Upon approval of 95% Preliminary Design Drawings and Project Specifications, prepare and submit Final Design Drawings with one (1) set of sealed paper bond drawings, two (2) electronic versions of sealed detail technical specifications (1 Microsoft Word and 1 pdf) and two (2) electronic copy of Project Drawings (1 ACAD2006 and 1pdf).
- 3A.11 Detail drawings will need to be developed for two floatable control structures for Outfall 051 and 053. This will include simple bars rack that unlatch if bars become clogged at regulators O22 045 and O22 095. The design will include a new structure if needed at the regulator to accommodate the new bar racks. The bar racks will also conform to CSO Control Measure #13 to remove one- half-inch diameter and larger solids and floatables. (Total of two (2) structures)
- 3A.12 95% & Final Design will need to include at least half slab concrete road design for all areas where the relief sewer is being installed along concrete roads.
- 3A.13 95% & Final Design will need to include proposed sheeting location and sheeting specifications for the proposed relief sewer installation along Woodrow Avenue.
- 3A.14 95% & Final Design will need to include rain garden reconstruction at Northlawn Dr. and Woodrow Ave. Plans & specification for these gardens have already been developed but will need to be included into project. Specifications will need to include the requirement for the contractor to salvage the plants and re-install the garden to plan

Task 3B - Bidding Phase

The bidding phase services shall include the following:

- 3B.1 Attend Pre-bid meeting.
- 3B.2 Assist with addenda, as needed, to interpret, clarify or expand bidding documents. CITY'S Program Manager will issue the Addenda.
- 3B.3 Conformed to Contract Documents
The ENGINEER will prepare a complete set of Contract Documents (drawings and specifications) incorporating all issued addenda after execution of the Construction Agreement by the CITY and CONTRACTOR. These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda, full counterpart copies of the addenda and accepted bid proposal. Submit two (2) electronic versions of CTC project drawings in both PDF and DWG file format or latest version (AutoCAD 2010 or

latest version) and two (2) electronic copies of the CTC project specifications (Microsoft Word & pdf).

Task 4 – Property Acquisition

Property acquisition will be required for the Project as shown in Exhibit 2. Surveying work under this task can be completed by ENGINEER. Services shall conform to GR7 Easements in the City Utilities Design Standards Manual ([http://www.cityoffortwayne.org/utilities/images/stories/designman/GR7_Easements - Draft.pdf](http://www.cityoffortwayne.org/utilities/images/stories/designman/GR7_Easements_-_Draft.pdf)):

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

Task 5 - Construction Phase

- 5.1 ENGINEER shall attend the pre-construction Meeting.
- 5.2 ENGINEER shall visit Project sites during construction as needed to answer questions from Program Manager, CITY's resident project representative, or Contractor, for a maximum of five (5) construction site visits.
- 5.3 ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the Contractor. The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Review Contractor submitted shop drawings for compliance with Contract Documents, as requested by Program Manager. Review shall be to assess if the items covered by the submittals will, after installation or incorporation, conform to the Contract Documents and be compatible with the overall design intent. Review and approval will not extend to means, method, techniques, sequences or procedures of, or to safety precautions, procedures, or programs incident thereto. ENGINEER shall be available to answer questions as they pertain to the drawings and specifications throughout construction of the Project.
- 5.4 ENGINEER shall utilize the City of Fort Wayne's Project Management Information System (PMIS) document system for construction management.
- 5.5 ENGINEER shall not be responsible for the acts or omissions of the Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.

D. SCHEDULE

The Project shall be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by July 5, 2013 and receiving prompt review and approvals from City agencies and Program Manager.

<u>SCHEDULE</u>	<u>DATE</u>
Task 2A: Preliminary Design Field Survey Coordination	07/05/2013 to 10/11/2013
Task 2B: Preliminary Design Soil Investigation & Pavement Cores	07/05/2013 to 10/11/2013
Task 2C: 30% Preliminary Design	07/05/2013 to 08/16/2013
Task 2D: 60% Preliminary Design	08/30/2013 to 10/11/2013
Task 3A: 95% Preliminary Design & Final Design	10/25/2013 to 12/27/2013
Task 3B: Bidding Phase	01/08/2014 to 03/11/2014
Task 4: Property Acquisition	08/30/2013 to 12/27/2013
Task 5: Construction Phase	03/14/2014 to 11/14/2014

E. OPTIONAL ADDITIONAL SERVICES

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

SUBSURFACE UTILITY EXPLORATION

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

OTHER CONTINGENCY TASKS (but not specifically limited to):

- Attend additional meetings as needed to review and discuss the Project.
- Perform site visits to assist CITY'S Program Manager in resolution of design or construction problems.
- Perform a phase I environmental assessment.
- Develop a wetland mitigation and/or restoration plans.

PART II

CITY'S RESPONSIBILITIES

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

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

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

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

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

B. DESIGN PHASE

- Provide base survey.
- Coordinate with other City projects and approvals.
- Approve soil boring location plan.
- Submit permit applications.
- Provide recent City of Fort Wayne bid tabulations for similar projects.
- Land acquisition services.
- Prepare front-end specifications/bid documents.

C. BID PHASE

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

D. CONSTRUCTION PHASE

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

E. REPRESENTATIVE

Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define CITY's requirements and make decisions with respect to the Services. The CITY representative for this Agreement will be Kelly Bajic, P.E (CITY'S Program Manager).

F. DECISIONS

Provide all criteria and full information as to CITY's requirements for the Services and make timely decisions on matters relating to the Services.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$ 161,520.00 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 alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

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

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

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

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

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

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions

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

City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Preliminary Design Field Survey Coordination – (Task 2A)

For Services outlined in Task 2A, not to exceed fee of: \$ 3,270.00

Preliminary Design Soil Investigation & Pavement Cores – (Task 2B)

For Services outlined in Task 2B, a not to exceed fee of: \$ 9,810.00

30% Preliminary Design – (Task 2C)

For Services outlined in Task 2C, not to exceed fee of: \$ 25,890.00

60% Preliminary Design – (Task 2D)

For Services outlined in Task 2D, a not to exceed fee of: \$ 52,740.00

95% Preliminary Design & Final Design – (Task 3A)

For Services outlined in Task 3A, a not to exceed fee of: \$ 28,770.00

Bidding Phase – (Task 3B)

For Services outlined in Task 3B, a not to exceed fee of: \$ 7,520.00

Property Acquisition Phase – (Task 4)

For Services outlined in Task 4, a not to exceed fee of: \$ 6,480.00

Construction Phase – (Task 5)

For Services outlined in Task 5, a not to exceed fee of: \$ 17,040.00

OPTIONAL ADDITIONAL SERVICES

Contingency

For Services outlined in Section E a not to exceed fee of: \$ 10,000.00

TOTAL NOT TO EXCEED FEE: \$ 161,520.00

CITY OF FORT WAYNE, INDIANA

A&Z Engineering, LLC
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1. Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☒ (X)

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☐

Name: Jamal T. Anabtawi

Name: Warren J. Zwick

Address: 6927 Pintail Drake Ct Fort Wayne IN 46845 Address: 12226 Wood Glen Dr Fort Wayne IN 46814

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship ☐ stock ☐ partnership interest ☐ units (LLC) ☒ (X) other (explain) _____

- c. For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent):
ownership interest: 50 %

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

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

- a. City employment, currently or in the previous 3 years,
including contractual employment for services.

Yes ☐ No. ☒ (X)

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes _____ No. X
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes _____ No. X
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years Yes _____ No X

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).

Six Mile Creek Trail – Trail Design	PO 90640103-000	Dawn Ritchie	11-04-2009
Maplecrest Rd – Roadway Design	PO 10640019-000	Shan Gunawardena	02-17-2010
Fairfax Storm Sewer – Sewer Design	PO 11905077-000	Kelly Bajic	07-06-2011
On-call Surveying & Drafting	PO 13905022-000	Nathan Baggett	03-04-2013
On-call Inspection	PO 13905042-000	Mike Kiester	04-17-2013
Taylor-Hale Phase I – Sewer Design	PO 12905105-000	Kelly Bajic	10-25-2012
Covington Rd Trail – Inspection	PO 13640012-000	Dawn Ritchie	03-04-2013
SRTS State/Lahmeyer - Inspection	PO 13640011-000	Dawn Ritchie	03-04-2013

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

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

2014 Water Main Design – Package #2 Pending contract Andrew Schipper

Section 4. CERTIFICATION OF DISCLOSURES

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

- Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

A&Z Engineering, LLC
(Name of Vendor)

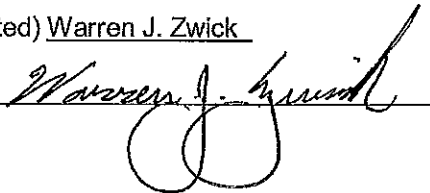
9017 Coldwater Rd Ste 500 Fort Wayne IN 46825
Address
260-485-7077
Telephone
warren@az-engineering.net
E-Mail Address

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

Name (Printed) Warren J. Zwick

Title Member

Signature



Date 06/20/2013

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

Interoffice Memo

Date: **June 26, 2013**
To: Common Council Members
From: Kelly Bajic, Program Manager, City Utilities Engineering
RE: **Contract Title: St. Joe River CSO Relief Sewer
W.O. #75876**

Consultant Selected: A&Z Engineering

Contract Value: \$161,520.00

The consultant shall provide: Professional engineering services to provide the design, bid assistance and construction engineering services for the St. Joe River Combined Sewer Overflow (CSO) Relief Sewer Project.

Project Description: The St. Joe River CSO Relief Sewer will be designed for the northeast part of the City within the Northside Neighborhood. This new sewer will pick up wet weather flows that are currently connected to the combined sewer system in order to reduce CSO volume. This project will consist of approximately 5,000 linear feet of 24 and 48-inch sewer and its associated appurtenances along Anthony Boulevard, Northlawn Drive, Somerset Lane, and Woodrow Avenue. The proposed sewer main will connect to an existing sewer along Oswego Avenue. This is a high level route and will be coordinated with other City departments and affected businesses as design progresses.

Implications of not being approved: This work is an integral part of compliance with the Consent Decree, to reduce combined sewer overflows to the St. Joseph River.

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 their prior experiences and qualifications. The RFQ announcement was sent to approximately 146 firms, and 15 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). A request for proposals was then developed for this project and was sent to all On-Call Consultants. All of the 4 Consultants from the On-Call List submitted proposals and a scoring matrix was used to score all firms based on the RFQ and RFP scores. RFP scoring was based on project team, past project performance, project understanding and proposed cost submittals. Using this procedure, Utilities Engineering chose A&Z Engineering for this project and also finds their not-to-exceed fee to be the best value. The Board of Public Works approved the contract on June 19, 2013.

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

Council Introduction Date: July 9, 2013

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File