

BILL NO. S-14-03-06

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES CONTRACT - UPPER ELY INTERCEPTOR SEWER - PHASE IV - W.O. #75940 between SHREWSBERRY AND ASSOCIATES, 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 ENGINEERING SERVICES CONTRACT - UPPER ELY INTERCEPTOR SEWER - PHASE IV - W.O. #75940 by and between SHREWSBERRY AND ASSOCIATES, 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 design services during construction for the Upper Ely Interceptor Sewer - Phase IV Project:

involving a total cost of THREE HUNDRED ONE THOUSAND, TWO HUNDRED SEVENTY-SIX THOUSAND AND 00/100 DOLLARS - (\$301,276.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

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Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney



Board Agenda Transmittal

To: Board of Public Works

From: Nathan Baggett, CUE, EXTENSION # 2066

Date: February 6, 2014

Enclosed are (2) original copies of the following to be placed on the **BOPW Agenda** for 2/17/14.

- | | | |
|---|---|--|
| ☐ Improvement Resolution | ☐ Owner-Contractor Agreement/Contracts | ☒ Professional Service Agreement |
| ☐ Purchase Agreement | ☐ Amendment/Supplemental | ☐ Other Agreements |
| ☐ Award | ☐ Change Order | ☐ Escrow Release |
| ☐ Payment Approval | ☐ Special Street Permit | ☐ Claims/Write offs |
| ☐ Consent Decree | ☐ Acceptance | ☐ Other (Description) |
| ☐ SRF Project | | |

Resolution/Work Order #**75940**

Contract #

Project/BOPW Item Name **PSA w/ Shrewsberry & Assoc., LLC for Design Services on the Upper Ely Phase IV project**

Project/BOPW Item Description (to be included on agenda) **Scope of work includes route selection, design, public outreach, bidding assistance and design services during construction**

Vendor/Contractor Name **Shrewsberry & Assoc., LLC**

Dollar Amount **\$301,276.00**

Date for Council (if applicable) **2-25-14**

Additional Comments:

Upon approval please return 1 original to **Abigail Kennedy**

PROFESSIONAL SERVICES AGREEMENT

Upper Ely Interceptor Sewer Phase IV ("Project")

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 - Suite 250
200 East Berry Street
Fort Wayne, IN 46802

and

Shrewsberry & Associates, LLC ("Engineer")
7321 Shadeland Station
Suite 160
Indianapolis, IN 46256
T: 317-841-4799
F: 317-841-4790

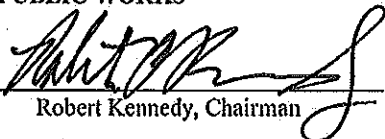
Who agree as follows:

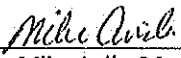
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). Engineer shall be authorized to commence the Services upon execution of this Agreement 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.

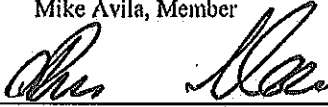
APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Victoria Edwards, Clerk

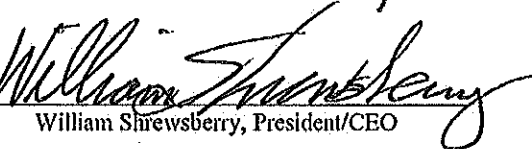
DATE: February 19, 2014

APPROVED FOR ENGINEER

SHREWSBERRY & ASSOCIATES, LLC (Engineer)

BY: 
Kenneth Beache, P.E., BCEE, Vice President/COO

DATE: 2/10/2014

BY: 
William Shrewsberry, President/CEO

DATE: 2/10/2014

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

The Upper Ely Interceptor Sewer System is part of the City's Northern Area Master Plan. The intent of the system is to foster development and increase sewer capacity to provide a higher level of sewer service to the area. Phases I through III have been constructed. This Project, Phase IV, will extend approximately 7400LF of 36" sanitary sewer from the East side of Auburn Road to the East side of Coldwater Road, staying on the North side of the Belot and McComb Drains, and terminating South of Big Boulder Cove in the Falcon Creek subdivision. This Project will have two interconnection points that will take flows off of the existing Perry Lakes Lift Station, and have one interconnection point with Chapel Creek Lift Station. Chapel Creek Lift Station is to be abandoned as part of this Project. A future Phase V is being planned for, therefore the Engineer is directed to keep the alignment and termination depth of this project as deep as practicable.

C. SCOPE OF WORK

The duty of the Engineer is to develop final construction documents. 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 1 - Project Schedule and Review Meetings

- 1.1 Prepare project design schedule. Engineer to send an email update by the end of the day on each Friday as to what work was performed that week and what work is projected for the upcoming week.
- 1.2 Attend a Kickoff meeting with City staff at City's office.
- 1.3 Attend up to three (3) review meetings -- *proposed* to occur after the City's review of the 30%, 60%, and 95% design drawings. These meetings are held at the City's office.
- 1.4 Keep the minutes of the Kickoff and Progress Review Meetings and distribute these minutes within 7 days of the respective meetings. A maximum of four (4) meetings are included in the scope of work.
- 1.5 Initial project scoping meetings are held with two senior engineers to balance ideas for approach, project goals, and strategize scenarios to achieve a successful project. This begins at our project kickoff meetings and continues throughout project delivery as a part of our formal quality control plan.
- 1.6 Professional fee development is prepared by two of Shrewsberry's senior engineers utilizing:
 - a. Detailed identification of deliverables to the extent of listing plan sheets, technical specifications, approximate quantities, and unique project requirements.
 - b. Permit requirements by type and agency,
 - c. Man-hour estimates and resource requirements
 - d. Schedule consideration
 - e. All of the above elements are critical to generate our Project Management Plan. Our Project Management Plan is specific for each project.
- 1.7 Development of Project Management Plan (PMP) that is shared with our client.

- a. The PMP is resource loaded and schedule based
 - b. The PMP is used to generate tables that track budget, schedule, and earned value. This tool allows our project manager to visually confirm schedule, progress, and variance; such that production related adjustment can be made on a weekly basis.
- 1.8 A Project Initiation Meeting with all stakeholders where the PMP is reviewed, discussed, and adjusted to meet the project goals. Sometimes the Project Initiation Meeting and Kickoff Meeting occur simultaneously, in other situations if the scope of work is evolving a separate or a series of meeting may be necessary.
- 1.9 Utilizing regular project status reports. Our project status reports are provided to all individuals interested in the details of the project delivery. Our standard project status reports include:
 - a. Progress to Date
 - b. Items that will be worked on within the next 30-days
 - c. Concerns/Issues
 - d. Direction that we would like from our Client
 - e. Important decisions that have made and why
- 1.10 Regular progress and production review meetings, complete with meeting minutes and tracking of action items by due date and responsible party.
- 1.11 Risk Assessment and Risk Register. Every project has some level of unknown condition. The intent of our assessment and register is to identify potential problems and reach a consensus as to the appropriate mitigation steps to address a risk.
- 1.12 Project Closeout, similar to the Project Initiation Meeting except that we have a backward looking focus to see that goals and objectives were met successfully.

Task 2 - Preliminary Design

30% Design

- 2.1 Research City documents for existing mapping, utility information, as-built drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
- 2.2 Identify major utilities and their approximate location from Utility maps.
- 2.3 Check conflicts with other proposed projects in the immediate area. It is assumed that all coordination on City of Fort Wayne projects will be done through the City's Project Manager and that no special meetings are required. The Engineer will be responsible for coordinating projects proposed by other utilities and entities (ex. AEP, INDOT, etc...).
- 2.4 Select a route for the proposed sewer with alternates/deviations. Assumes one (1) selected route and up to three (3) alternate routes.
- 2.5 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2.6 Conduct a topographic survey of the proposed route and possible alternates/deviations. Survey shall include horizontal location of all marked utilities, including marked water service locations, as well as depths of existing sewers.
- 2.7 Prepare preliminary site drawings. Engineer shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and City GIS base maps (right-of-way, lot information). *This drawing needs only enough detail for the Engineer to accurately determine the recommended alignment and convey it to the City.*
- 2.8 Upon City approval of route, create list of affected property owners and list of easements (temporary and permanent) needed for the construction of the project.

- 2.9 Submit summary to agent/company qualified to research title history (20-year search) 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. (up to 37 parcels)
- 2.10 Based on findings of title work performed, 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. City staff will solicit and secure easements for this project. (up to 37 parcels)
- 2.11 Perform all associated coordination and work to obtain a geotechnical subconsultant to perform soil borings and conduct geotechnical evaluation relative to pipe bedding, trench backfill, bedrock depth, subsurface conditions at tunneling or boring and jacking sites, dewatering and sheeting/shoring issues all in accordance with good engineering practices. Engineer shall provide to the City a boring areas plan indicating required soil borings along pipe alignment and any areas of special interest prior to performing any geotechnical work. All work and the proposed location plan shall be approved by the City prior to commencement. Access for geotechnical work is to be procured by Engineer; however, existing Right-of-Way and easements may be used. (up to 20 soil borings and 2 road cores)
- 2.12 Provide one hard copy and one electronic copy (.pdf format) of the geotechnical report.
- 2.13 Create a list of permits that will be necessary for construction and coordinate anticipated requirements of those pertinent agencies into design. It is anticipated that, at a minimum, the following agencies are anticipated to require permits: IDEM, IDNR, U.S. Army Corps of Engineers, and the Allen Count Surveyor's Office.
- 2.14 Furnish three hard copies and one electronic copy of the Preliminary Design – 30% Drawings to the City for review and approval. 30% drawings should clearly show route, survey information, plan view for entire length of sewer, utility conflicts, and inter-connection point details. The Drawings will generally include: (estimated)

TITLE	SHEETS
Title Sheet	1
Sheet Index, General Notes Sheet	1
Plan and Profile Sheets (1"= 20' scale)	18
Restoration Plan Sheets (Tree planting, trail, etc.)	2
Detail Sheets	2
Geotechnical Sheet	1
Erosion control sheets (Erosion Control Plan and Detail Sheet)	3
TOTAL SHEETS:	28

- 2.15 City will make additional copies of drawings and perform routing to internal and external agencies. Routing comments and revisions will be forwarded to Engineer during the 60% design phase.
- 2.16 Submit project quantities and estimate of construction costs.
- 2.17 Submit an outline of technical specifications to be developed by 60% Design.
- 2.18 Public outreach – Coordinate public outreach with affected and potentially affected residents once route alternatives are established and prior to submittal of 30% design deliverables. Coordination shall include creation and mailing of notices to residents, preparation of any displays or presentations, and attendance at 1 meeting. City will assist in procuring time, date, and location of meeting(s) and will attend meeting(s).

60% Design

- 2.19 Provide reasonable coordination in an attempt to resolve utility conflicts.
- 2.20 Submit three hard copies and one electronic copy of revised plans to City for review and approval.
- 2.21 60% Design Drawings. Incorporate all design improvements presented from routings and City's 30% review.
- 2.22 Furnish to the City 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 City, as reasonably requested, in obtaining regulatory and agency reviews and approvals for the project, including attending up to two (2) meetings with reviewing agencies.
- 2.23 Prepare draft specifications for the improvements, including bid schedule, measurement and payment specifications, special provisions and necessary details to supplement City standards.
- 2.24 Submit project quantities and estimate of construction costs.
- 2.25 Public outreach -- Coordinate public outreach with affected and potentially affected residents once route alternatives are established and prior to submittal of 60% design deliverables. Coordination shall include creation and mailing of notices to residents, preparation of any displays or presentations, and attendance at 1 meeting. City will assist in procuring time, date, and location of meeting(s) and will attend meeting(s).

Task 3 - Final Design

- 3.1 Complete a quality control review of the draft Contract Documents.
- 3.2 Prepare final design drawings. Incorporate comments received during the review meetings and permit routings.
- 3.3 Revise and resubmit permits as necessary.
- 3.4 Update summary of project quantities.
- 3.5 Submit 95% Design Documents to City for review and approval.
 95% Design Submittal (3 hard copies, one electronic copy)
 Final Design Drawings
 Summary of Project Quantities w/estimated construction costs.
 Bid Schedule
 Project Technical / Supplemental Specifications
- 3.6 After 95% Progress Meeting and upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped paper bond drawings, two (2) electronic version of the project specifications (Microsoft Word and .pdf) and two (2) electronic versions of project drawings (ACAD2006 and .pdf).
- 3.7 Public outreach -- Coordinate public outreach with affected and potentially affected residents after submitting 95% deliverables but prior to finalizing design. Coordination shall include creation and mailing of notices to residents, preparation of any displays or presentations, and attendance at 1 meetings. Program Manager will assist in procuring time, date, and location of meeting(s) and will attend meeting(s)

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

- 4.1 Attend Pre-bid Meeting. City to prepare and distribute meeting minutes.

- 4.2 Assist with addenda, as needed to interpret, clarify or expand bidding documents. City to issue addenda.
- 4.3 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 (ACAD2006 and .pdf) and one (1) electronic copy of the CTC project specifications (.pdf).

Task 5 – Construction Phase. The construction phase shall include the following:

- 5.1 Attend a Pre-Construction Meeting.
- 5.2 Review of Contractor shop drawings for materials and equipment required for the project to ensure compliance with the project specifications and intent. This includes training and utilization of City's Project Management Information System (PMIS)
- 5.3 Assist in resolution of any questions or construction issues.
- 5.4 Perform (4) site visits to assist Program Manager in resolution of design or construction problems.
- 5.5 Prepare digital and paper copy Record Drawings based upon red-line mark-ups from the Contractor and City.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by March 17, 2014 and receiving prompt review, receiving information to be provided by City in Part II of this Agreement, and approvals from City agencies and City (2-weeks per review are included in the schedule for City).

<u>SCHEDULE</u>	<u>DATE</u>
30% Design Submittal	June 30, 2014
30% Design Meeting	July 14,, 2014
60% Design Submittal	August 28, 2014
60% Design Meeting	September 11, 2014
95% Design Submittal	October 11, 2014
95% Design Meeting	October 25, 2014
Final Deliverables to City	November 14, 2014

E. OPTIONAL SERVICES

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

- The Engineer shall complete a "waters of the U.S." report to determine the location and impacts to jurisdictional water resources within the proposed project limits for the Project. The "waters of the U.S." report will include examining and documenting existing conditions, including soil characteristics, drainage ditches, hydrology, vegetation, and general topography. This report will be conducted in accordance with methodology described in the Corps of Engineers Wetland Delineation Manual (Technical Report Y-87-1) and the 2008 Midwestern Supplement. If jurisdictional water resources are identified within the project area, their jurisdictional boundaries will be delineated within the project limits.

The Engineer shall coordinate, apply for, and track the status of the waterway regulatory project permits listed below.

- a. Section 401 Water Quality Certification (WQC)
- b. USACE Section 404 Permit

The scope for this activity assumes project will qualify under a Nationwide Permit (NWP) that will require completing IDEM's Section 401 WQC Regional General Permit Notification, state form 51937. The scope for this activity does not include the completion of wetland mitigation and/or restoration plans, if found to be necessary.

- Additional Public Outreach Meeting
- Additional Temporary Easements

F. CONTINGENCY ALLOWANCE TASKS:

Contingency items are authorized by the City and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Attend additional meetings as needed to review and discuss the project.
- Title updates if needed during land acquisition phase.
- Phase I Environmental
- Wetland mitigation and/or restoration plan

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 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).

Make available to Engineer City Master Specifications in MF04 format.

Provide most recent Surveying and Drafting standards and templates in electronic format.

B. DESIGN PHASE

Coordinate with other City projects and approvals.

Approve soil boring location plan.

Submit permit applications.

Provide recent City project bid tabulations.

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 Addendums

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 Nathan Baggett, P.E.

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 \$301,276.00 as summarized in attached Attachment 1.

Engineer's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule. All Reimbursable costs incurred for the project will be invoiced at cost.

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.

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

11. **INSURANCE.** Engineer shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided,

however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

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

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

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

15. **ACCESS.** City shall provide Engineer safe access to any premises necessary for Engineer to provide the Services.

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

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

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

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

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES - FEE PROPOSAL

Design Phase – (Tasks 1 through 3)

For Services outlined in Tasks 1 through 3 (excluding Optional Services listed below) a fee of:

Survey Services	\$67,500.00
Includes a cost per easement of: \$750.00/ parcel (37)	
Geotechnical Services	\$9,315.00
Design Services	\$158,307.00
Total Design Phase	\$235,122.00

Bidding Phase - (Task 4)

For Services outlined in Task 4 a fee of:

\$10,536.00

Construction Phase – (Task 5)

\$25,068.00

Optional Services - As authorized by PM

RGP/Individual Permit for Utility Crossing	\$2,170.00
Open Cut Permitting across conservation easement	\$7,840.00
Additional Public Outreach Meeting	\$3,040.00
Additional Temporary Easements \$750.00/parcel (10)	\$7,500.00
Total Optional Services	\$20,550.00

Contingency Allowance - As authorized by PM

For additional and/or Optional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of:

\$ 10,000.00

TOTAL NOT TO EXCEED FEE:

\$301,276.00

ATTACHMENT #2
EMPLOYEE HOURLY RATE SCHEDULE
P13-0175 Rate Table

Director	\$180.00
Senior Project Manager 1	\$160.00
Project Engineer 2	\$105.00
Project Engineer 1	\$90.00
Designer 3	\$130.00
Designer 2	\$97.00
Administration	\$85.00

CITY OF FORT WAYNE, INDIANA

SHREWSBERRY & ASSOCIATES, 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 Section 1 below.

Section 1. Disclosure of Financial Interest in Vendor

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

- (i) Equity ownership exceeding 5% ☒
- (ii) Distributable income share exceeding 5% ☐
- (iii) Not Applicable (If N/A, go to Section 3) ☐

Name: WILLIAM SHREWSBERRY Name: _____

Address: 7407 EASTWICK LN, INDPLS IN 46256 Address: _____

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

- c. For each individual listed in Section 1a., show the dollar value and percentage of ownership interest in Vendor (or its parent): dollar value: \$ 896,000 ownership interest: 70 %

Section 2. Disclosure of Potential Conflicts of Interest

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

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

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

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes ✓ No _____
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).
Design Agreement for Outfalls 12 & 13, ACCESS STRUCTURE FOR WEIR #3 KM REGULATION AND CAST-IN-PLACE REINFORCED STRUCTURE
WOB # 75727 APRIL 20, 2012
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No. ✓

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

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;
- 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;

- e. Vendor has read, understands and shall comply with the applicable requirements of the City of Fort Wayne, Indiana Ethics Ordinance; and
- f. 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.

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

SHREWSBERRY & ASSOCIATES, LLC
(Name of Vendor)

7321 Shadeland Station #160, Indpls
Address IN 46256
(317) 841 4799
Telephone
bshreusberry@shrewsusa.com
E-Mail Address

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

Name (Printed) William Shreusberry Title PRESIDENT/CEO
Signature William Shreusberry Date 2/11/2014

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

CITY OF FORT WAYNE, INDIANA

SHREWSBERRY & ASSOC., 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.

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Section 1. Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 3) ☐

Name: Kenneth Beache

Name: _____

Address: 6510 Fall Creek Rd, 46220 INDIANAPOLIS, IN

Address: _____

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

- c. For each individual listed in Section 1a., show the dollar value and percentage of ownership interest in Vendor (or its parent): dollar value: \$217,600 ownership interest: 17 %

Section 2. Disclosure of Potential Conflicts of Interest

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

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

Yes ☐

No ☒

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

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes ☒ No _____
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).
*DESIGN ASSISTANCE FOR OUTFALLS 12+13, ACCESS STRUCTURE FOR AIRBORNE
 REGULATION AND CATCH-IN-PLACE MANHOLE STRUCTURE
 WO # 75727 APRIL 20, 2012*
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No. ☒

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

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found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government;

- e. Vendor has read, understands and shall comply with the applicable requirements of the City of Fort Wayne, Indiana Ethics Ordinance; and
- f. 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.

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

SHREWSBERRY & ASSOCIATES, LLC
(Name of Vendor)

7321 SHADELAND STATION #160
Address
(317) 841-4799
Telephone
KBeache@shrewsusa.com
E-Mail Address

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

Name (Printed) KENNETH BEACHE Title VP/COO

Signature KBeache Date 02/10/2014

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

CITY OF FORT WAYNE, INDIANA

SHREWSBERRY & ASSOCIATES, LLC
VENDOR NAME

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(ii) Distributable Income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 3) ☐

Name: BLAKE WILSON

Name: _____

Address: 7812 ROSEGUSH DR, INDIANAPOLIS IN 46237

Address: _____

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

- c. For each individual listed in Section 1a., show the dollar value and percentage of ownership interest in Vendor (or its parent): dollar value: \$140,800 ownership interest: 11 %

Section 2. Disclosure of Potential Conflicts of Interest

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. ☒

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Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes ☒ No _____
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DESIGN ASSISTANCE FOR OUTFALLS 12 & 13,
ACCESS STRUCTURE FOR HABITAT 514A REGULATION AND CREST-TO-PIECE MOUNTAIN SPRING,
WO # 75727, APRIL 20, 2013
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No. ☒

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

SHREWSBERRY & ASSOCIATES LLC
(Name of Vendor)

7321 Shadeland Station
Address
(317) 841 4799
Telephone
bwilson@shrewsusa.com
E-Mail Address

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

Name (Printed) D. BLAKE WILSON Title PRINCIPAL
Signature D. Blake Wilson Date 2/11/14

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Interoffice Memo

Date: **March 3, 2014**
To: Common Council Members
From: Nathan Baggett, Program Manager, City Utilities Engineering
RE: **Contract Title: Upper Ely Interceptor Sewer - Phase IV**
W.O. #75940

Consultant Selected: Shrewsberry and Associates, LLC

Contract Value: \$301,276.00

The consultant shall provide: Professional engineering services to provide the design, bid assistance, and design services during construction for the Upper Ely Interceptor Sewer - Phase IV Project.

Project Description: Phase IV of the Upper Ely Interceptor will consist of approximately 7300 LF of 36" diameter sewer roughly paralleling the Belot and McComb Drains. The sewer will extend from the end of Phase III at Auburn Road to the east side of Coldwater Road. The intent of the project is to provide capacity for future growth in the Swift and Upper Ely sewer sheds while continuing to provide a high level of protection to existing utility customers. This project will also eliminate the Chapel Creek Lift Station and reduce flows to the Perry Lakes Lift Station providing a large benefit for operations and maintenance staff.

Implications of not being approved: Development in the northern parts of the city could be restricted due to lack of capacity in the Swift and Upper Ely sewer sheds. In addition, WPCP staff would have to continue to operate and maintain Chapel Creek Lift Station. The station would need capital improvements in the next two years as it is nearing its useful design life.

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

Selection and Approval Process: The consultant was selected through the Competitive Sealed Proposal (CSP) process based on their prior experiences and qualifications. The RFQ announcement was sent to approximately 146 firms, and 11 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. A request for proposals was then developed and sent to all shortlisted firms. All three shortlisted firms submitted Competitive Sealed Proposals and a scoring matrix was used to score all firms based on the RFQ and RFP scores. RFP scoring was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected Shrewsberry and Associates 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 February 19, 2014.

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

Council Introduction Date: March 11, 2014

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File