

BILL NO. S-14-06-47

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES FOR THE MAYSVILLE RD WIDENING - STELLHORN RD TO MEIJER DIRVE - W.O. #12417 between BUTLER, FAIRMAN & SEUFERT, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the PROFESSIONAL ENGINEERING SERVICES FOR THE MAYSVILLE RD WIDENING - STELLHORN RD TO MEIJER DIRVE - W.O. #12417 by and between BUTLER, FAIRMAN & SEUFERT, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Professional Engineering Services for the preliminary engineering associated with the design of the Maysville Road Widening project between Stellhorn Rd and Meijer Dr.:

involving a total cost of FIVE HUNDRED FIFTY-FIVE THOUSAND, SEVENTY-FIVE AND 00/100 DOLLARS - (\$555,075.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: N/A (W/O# 12417)

Title of Ordinance: Maysville RD Widening – Stellhorn Rd to Meijer Drive

Awarded To: Butler, Fairman & Seufert, Inc.

Amount of Contract:

Original contract amount to \$555,075 (TIF funded)

Number of Bidders: Six Qualification Proposals followed by 3 Fee Proposals

Description of Project (Be Specific):

Contract is between the City of Fort Wayne and Butler, Fairman & Seufert Inc. for the preliminary engineering associated with the design of the Maysville Road Widening project between Stellhorn Rd and Meijer Dr. The fees represent the following:

- Topographic Survey
- Design of the roadway, pedestrian infrastructure, drainage, 2 bridges, landscaping, green infrastructure, street lighting, traffic signals, signs & markings, water main, and sewer.
- Others Elements including utility coordination, public participation, right-of-way engineering, maintenance of traffic, permitting, and land use considerations
- Bidding assistance, and
- Construction administration services

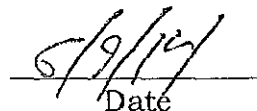
What Are The Implications If Not Approved:

The widening and other improvements to Maysville Road will not occur.

If Prior Approval Is Being Requested, Justify: N/A

Additional Comments:


Signature


Date

**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES**

Maysville Road Widening – Stellhorn Road to Meijer Drive ("PROJECT")
Work Order #12417

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
Suite 210, Citizens Square
200 East Berry Street
Fort Wayne, IN 46802

and

Butler, Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240
Phone 317-713-4615
Fax 317-713-4616

Who agree as follows:

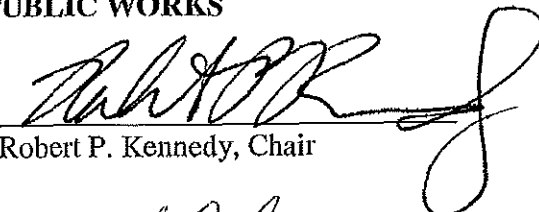
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement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


Mike Avila, Member

BY:

Kumar Menon, Member

ATTEST:


Victoria Edwards, Clerk

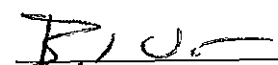
DATE:

June 11, 2014

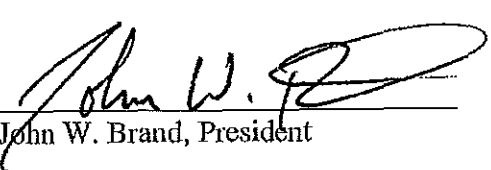
APPROVED as to legality and form

APPROVED FOR ENGINEER

BY:


Bradley D. Watson, Executive VP

ATTEST:


John W. Brand, President

DATE:

May 28, 2014

PART I

SERVICES

A. GENERAL

ENGINEER shall provide the CITY professional engineering services in the design phase of the PROJECT. These services will include serving as CITY'S professional representative for the PROJECT; providing professional engineering consultation and advice, and furnishing civil, environmental and other customary design services incidental thereto.

B. PROJECT DESCRIPTION

Project will involve the widening of Maysville Road between Stellhorn Road and Meijer Drive in northeast Fort Wayne. The project will include a typical 5-lane section (two travel lanes in each direction with center turn lane). Where not needed the center left-turn lane is to be designed as a landscaped median. Roadway will be designed as an urban street with curb and gutter, storm sewers, pedestrian infrastructure, street lighting and street trees.

1. Roadway

Roadway shall be designed with 11-foot travel lanes with 2-foot modified curb and gutters. (provide 1½-foot curb offsets). The center turn lane shall be 14-foot where needed. Where not needed, the center turn lane shall be designed as a landscaped median with 6-inch vertical curbs located at one-foot from the edge of through lanes, thus providing a landscaped width of 11 feet. Horizontal alignment shall be designed to meet low speed urban street conditions with no superelevation (design speed 45 MPH, posted speed 40 MPH). Pavement shall be asphalt and be designed to City of Fort Wayne Arterial Roadway specifications. This section of Maysville Road is a designated truck route and roadway shall be designed accordingly. Both sides of Stellhorn Road shall be curbed between Maysville and Wheelock Roads. This section of Stellhorn Road shall be milled and resurfaced.

2. Pedestrian infrastructure

- On the east side of Maysville Road - 5-foot sidewalk from the intersection of Stellhorn Road to the Entrance into Chapel Ridge shopping center across from the intersection of Meijer Drive. Separation between the sidewalk and back of curb shall be a minimum of six feet. A prefabricated pedestrian bridge is to be provided to cross the Koester Drain.
- On the west side of Maysville Road - 10-foot wide trail from the intersection of Stellhorn Road to the intersection of Meijer Drive. Separation between the trail and the back of curb shall be a minimum of six feet. A prefabricated pedestrian bridge is to be provided to cross the Koester Drain. A 5-foot wide sidewalk is also to be provided between Stellhorn Road and Maysville Park Blvd with a minimum 6-foot separation between the sidewalk and the back of curb.
- On the south side of Stellhorn Road - 10-foot wide trail from the intersection of Maysville Road to Stellhorn Road. Separation between the trail and the back of curb shall be a minimum of six feet.

Engineer shall be required to identify optimum locations for pedestrian crossing of Maysville Road at existing signalized intersections as well as mid-block locations with refuge areas.

3. Drainage design

Engineer shall perform a watershed area and drainage analysis to determine storm sewer sizing and inlet spacing. All runoff shall be directed to either the Koester Drain or Bullerman Drain. All drainage analyses and calculations shall be done in accordance with City Utilities Engineering Design Standards Manual and Master Specifications. All stormwater facilities details shall be in accordance with the aforementioned documents. All drainage calculations and analyses shall be submitted for review by City Utilities.

4. Bridge design

The Engineer shall design the two prefabricated pedestrian bridges to cross the Koester Ditch per AASHTO standards. Engineer shall also address the existing road bridge across Koester Ditch where pedestrian facilities currently exist on the west side only. Engineer shall work with Allen County Highway Department staff to determine whether this sidewalk could be removed and the extra bridge deck width be utilized to provide separation between the northbound and southbound lanes and minimize the transition from the 4-lane to the 5-lane section across the bridge.

5. Landscape architecture

Engineer shall provide landscaping plan which includes street trees and other recommended plantings of the available green spaces. All plantings and trees should be coordinated with City of Fort Wayne Parks Department Arborist and Landscape Architect.

6. Green infrastructure

Green infrastructure initiatives shall be incorporated into the design which will be aimed at reducing runoff as well as treating the first 1-inch of rainfall on site prior to discharge to the Bullerman or Koester Drains. Engineer shall recommend green infrastructure alternatives to the City with costs and benefits including maintenance costs. City encourages creative ideas provided they do not pose significant maintenance issues. Prior to development of details, the Engineer shall provide recommended green infrastructure alternatives to the City for discussion. These options may be in the form of samples images, renderings, technical drawings, or specifications such that City staff can fully understand the proposed ideas. These ideas shall be presented along with initial and recurring costs and a recommendation will be made to the City. City staff will evaluate and select a recommended plan as proposed or with possible revisions. Engineer shall complete the design of the selected green infrastructure initiatives once all revisions have been evaluated.

7. Street lighting

City will provide a lighting layout and specifications using fixtures identified for this area. Engineer will incorporate these fixtures and the layout into the plans and other construction documents and perform the necessary voltage drop calculations and circuit and service point design.

8. Traffic signals, signs and pavement markings

Engineer shall incorporate the modification of the two traffic signals within the project limits. All detection shall be wireless. Traffic signal interconnection shall be wireless. All traffic signals and pavement markings shall be included in the design. Pavement markings are to be thermoplastic on asphalt pavement and epoxy paint on concrete pavement.

9. Water main design

Engineer shall design a 16-inch PVC water main along Maysville Road from Meijer Drive to Stellhorn Road with tie-ins to Windsor Oaks Drive and commercial development on the south side of Chapel Ridge. This water main shall meet all City Utilities Engineering Design Standards Manual and Master Specifications.

10. Sanitary sewer design

Engineer shall design an 8-inch PVC gravity sewer along Maysville Road from Stellhorn Road which is to tie into the existing 18-inch interceptor located along the north side of Koester Drain. This sanitary sewer shall meet all City Utilities Engineering Design Standards Manual and Master Specifications.

11. Utility coordination

Engineer shall coordinate with all existing utilities. While all efforts are to be made to minimize relocation of utilities, if necessary Engineer shall coordinate the development of relocation plans.

12. Public participation

Engineer shall participate in no less than two public meetings, and shall develop an appropriate number of perspective renderings and other visual aids to illustrate the proposed project design. These meetings will be held at a location near the project limits or at Citizen's Square.

13. Right-of-way

Several parcels of right-of-way will be required for this project. Engineer shall perform all right-of-way engineering services including a Location Control Route Survey, T&E reports and

Appraisal Problem Analyses. All other right-of-way acquisition services shall be performed by City staff.

14. Maintenance of traffic

Engineer shall develop maintenance of traffic plans such that two-way traffic will be maintained on Maysville Road as well as access to all public streets and properties shall be maintained at all times during construction.

15. Permitting

Engineer shall obtain all necessary permits prior to completion of design services. Required permits as follows:

1. IDNR – Construction in a Floodway
2. USACE – Section 404 COE Permit thru Regional General Permit possibly.
3. IDEM – Section 401 Water Quality Certification
4. IDEM – Rule 5 Erosion Control Plan
5. IDEM – NOI to construct a water main
6. IDEM – Sanitary Sewer permit
7. County – Petition for Consent to Allow Permanent Structure in Legal Drain

16. Land use considerations

The project is funded with Tax Increment Financing (TIF) funds and every consideration of the design of this project shall be given to economic development. The project area will experience a change in the land use from residential to commercial and as such the project should optimize the adjacent land values for optimum commercial uses. Strong consideration should be given to how the available land could be commercially developed, particularly as it relates to storm water detention, parking, pedestrian and vehicular access, truck deliveries, access control and overall marketability. As such, coordination with local commercial developers may be necessary at an early stage in the project development.

C. SCOPE OF WORK

The duty of the ENGINEER is to design approved improvements; develop construction drawings, specifications and special provisions. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The tasks identified for this project are provided in Attachment 1 – Scope of Services Fee Proposal. The ENGINEER shall develop and provide the following services associated with those tasks:

Project Schedule and Review Meetings

- 1.1 Prepare and update quarterly the project design schedule.

- 1.2 Keep the minutes of the Review and Coordination Meetings and distribute these minutes within 7 days of the Review Meeting.

Data Collection and Field Survey

- 2.1 Research CITY documents for existing mapping, utility information, as-built drawings, information management system and other pertinent data. (City will provide available information)
- 2.2 Identify utilities and their apparent location from Utility maps.
- 2.3 Check conflicts with any other proposed projects in the immediate area.
- 2.4 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS)
- 2.5 Complete a field survey.

Preliminary Design Stages

Develop and submit preliminary design plans at 30%, 60% and 90% design stages as follows:

- 3.1 Prepare existing site drawings. (See Transportation Engineering Services, Drafting Standards)
- 3.2 Provide a utility location plan indicating apparent conflict areas.
- 3.3 Address apparent utility conflicts.
- 3.4 Compile additional data as needed.
- 3.5 Advise CITY of need for additional data relative to exploratory digs, pavement cores, soil borings and geotechnical evaluation issues all in accordance with good engineering practices. Provide a plan indicating recommended exploratory digs, pavement corings, soil borings and any areas of special interest prior to performing work. Fee for additional data work proposed shall be approved prior to commencing with the work.
- 3.6 Determine the final location of the proposed improvements, any permanent or temporary right-of-way or easement requirements.
- 3.7 Select construction materials and products to be used on this project after review with the City.
- 3.8 Prepare Preliminary Design Drawings and submit two (2) paper sets of plans and one (1) electronic version of the project drawings (AUTOCAD version 13 and PDF) for each design phase. Incorporate all design improvements.
- 3.9 Prepare outline of specifications or reference standard specifications to supplement CITY standards.
- 3.10 Prepare estimate of quantities and estimate of construction costs.

- 3.11 Attend Preliminary Design Review Meetings with each submittal.
- 3.12 Attend two public meetings to present and solicit public input on project.
- 3.13 Comments received from each design submittal shall be addressed with the next submittal.

Final Design

- 4.1 Prepare draft specifications for the improvements, including special provisions and necessary details to supplement CITY standards.
- 4.2 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 4.3 Update summary of project quantities.
- 4.4 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped plans, itemized bid, special provisions and itemized engineers estimate and electronic version of the project drawings (AUTOCAD version 13 and PDF) and documents (Microsoft WORD).

Bidding

- 5.1 Attend Pre-bid Meeting.
- 5.2 Respond to questions from bidders and manufacturer representatives during bidding as requested by CITY. Responses requiring additional information or clarification not found within the bid documents shall ONLY be addressed by addendum.
- 5.3 Prepare addenda, as needed to interpret, clarify or expand bid documents. CITY to issue addenda.
- 5.4 Review and tabulate bids and make recommendation regarding construction contract award to the CITY.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by June 1st, 2014 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DAYS</u>
Field Survey	45 (July 15 th 2014)
Preliminary Design	120.(October 15 th 2014)
Final Design	270 (July 15 th 2015)
Bidding	180 (January 15 th 2015)

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 existing CITY utility maps, aerial maps and contour maps that are readily available.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define CITY'S requirements and make decisions with respect to the SERVICES. The CITY representative for this AGREEMENT will be Shan Gunawardena, City Engineer.

C. DECISIONS

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

PART III

COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – SERVICES of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$555,075.00 as summarized in attached Attachment 1. Please note that there is a \$ 30,000 work allowance included in the engineering fee for this project.

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, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER plus ten percent (10%) 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 valid approved invoice.

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Fort Wayne Purchasing Department
200 East Berry 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/ConsentDecree.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.