

BILL NO. S-15-03-08

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES AGREEMENT - WPCP CHEMICALLY ENHANCED PRIMARY TREATMENT IMPROVEMENTS DESIGNER SERVICES DURING CONSTRUCTION - WORK ORDER #76076 between DONOHUE & ASSOCIATES 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 AGREEMENT - WPCP CHEMICALLY ENHANCED PRIMARY TREATMENT IMPROVEMENTS DESIGNER SERVICES DURING CONSTRUCTION - WORK ORDER #76076 by and between DONOHUE & ASSOCIATES 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 replacement of chemical feed pumping equipment, associated piping, valve electrical, instrumentation, and control systems for the phosphorus removal facilities. Replacement of phosphorus removal facility programmable logic controller & associated equipment. New process analytical instrumentation and associated wiring and conduit. Piping, valves, and plumbing accessories for process analytical instrumentation. New building for a portion of the process analytical equipment:

involving a total cost of TWO HUNDRED SIXTY-FOUR THOUSAND, ONE

1 HUNDRED TWENTY AND 00/100 DOLLARS - (\$264,120.00). A copy of said
2 Contract is on file with the Office of the City Clerk and made available for
3 public inspection, according to law.
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5 **SECTION 2.** That this Ordinance shall be in full force and effect
6 from and after its passage and any and all necessary approval by the Mayor.
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9 _____
10 Council Member

11 APPROVED AS TO FORM AND LEGALITY
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14 _____
15 Carol Helton, City Attorney
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Interoffice Memo

Date: **March 4, 2015**

To: Common Council Members

From: Zach Schortgen, Program Manager, City Utilities Engineering

**RE: Contract Title: WPCP Chemically Enhanced Primary Treatment Improvements
Designer Services During Construction. Work Order #76076**

Consultant Selected: Donohue & Associates

Contract Value: \$264,120.00

The consultant shall provide: Professional engineering services during construction for the Chemically Enhanced Primary Treatment Improvements Project.

Project Description: Replacement of chemical feed pumping equipment, associated piping, valve electrical, instrumentation, and control systems for the phosphorus removal facilities. Replacement of phosphorus removal facility programmable logic controller & associated equipment. New process analytical instrumentation and associated wiring and conduit. Piping, valves, and plumbing accessories for process analytical instrumentation. New building for a portion of the process analytical equipment.

Implications of not being approved: The Water Pollution Control Plant is currently rated at a treatment capacity of 70 million gallons per day. By the end of 2015 the plant will be operating at a peak capacity of between 85 and 100 million gallons per day. This project provides necessary monitoring and treatment equipment, training, and other tools needed to effectively treat these higher flows. If not approved, the plant will risk upsets in the process as well as increase the potential for permit violations. This project will provide the tools that are necessary for rapid response to changes in flow conditions and provide effective wastewater treatment.

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

Selection and Approval Process: The consultant was one of 5 firms to submit a statement of Qualifications for the design. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. Competitive pricing was received for the Designer Services During Construction. Evaluation was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected Donohue & 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 March 4, 2015.

Funding: The Professional Services Agreement (PSA) will be funded by 2011 Sewer Revenue Bond.

Council Introduction Date: March 10, 2015

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File

PROFESSIONAL SERVICES AGREEMENT

**WATER POLLUTION CONTROL PLANT (WPCP), CHEMICALLY ENHANCED PRIMARY
TREATMENT (CEPT) IMPROVEMENTS, DESIGNER SERVICES DURING CONSTRUCTION
("PROJECT")
CITY OF FORT WAYNE UTILITIES**

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

DONOHUE & ASSOCIATES, INC. ("DESIGNER")
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

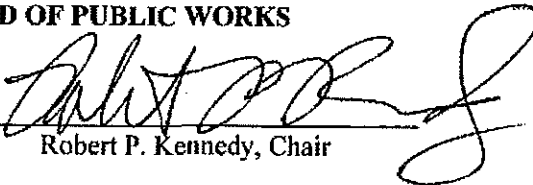
CITY hereby engages DESIGNER to perform the services set forth in Part I - Services ("Services") and DESIGNER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). DESIGNER will be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from CITY. CITY and DESIGNER 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

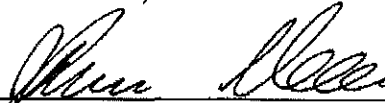
APPROVED FOR CITY

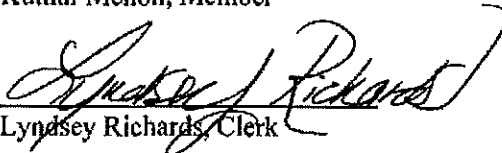
CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chair

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

DATE: 3/4/15

APPROVED as to form and legality.

APPROVED FOR DONOHUE & ASSOCIATES, INC.

BY: 
Craig W. Brunner, President

DATE: 2/24/15

PART I SERVICES

A. GENERAL

The DESIGNER prepared the Contract Documents for the construction of the WPCP CEPT Improvements. The CITY will retain another firm, hereinafter called the Engineer, to act as the CITY's representative, to assume all duties and responsibilities, and to have the rights and authority assigned to the Engineer in connection with the work to be performed in accordance with the construction Contract Documents for the WPCP CEPT Improvements. The DESIGNER will also provide professional engineering services during the construction phase of the WPCP CEPT Improvements. The DESIGNER will consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents of the WPCP CEPT Improvements. The Designer will also prepare operation and maintenance (O&M) manual documents and will provide operational procedures and training services associated with the construction phase of the WPCP CEPT Improvements.

B. PROJECT DESCRIPTION

Construction of the WPCP CEPT Improvements is generally described as follows:

1. Removal of existing chemical feed pumping equipment and associated piping and valve system for the phosphorus removal facilities. Replacement with new chemical feed pumping equipment and associated piping and valve system, and associated electrical and instrumentation and control systems.
2. Removal of existing phosphorus removal facility programmable logic controller (PLC) equipment and replacement with new PLC equipment.
3. New process analytical instrumentation and associated wiring and conduit.
4. Piping, valves, and plumbing accessories for some of the process analytical instrumentation.
5. New precast, prefabricated concrete building for some of the process analytical instrumentation.

C. SCOPE OF WORK

Services to be provided by DESIGNER under this Agreement are as follows:

1. General

- a. Assign Gary Cressey, P.E., as Project Manager/Project Engineer authorized to act as DESIGNER's representative for the PROJECT.
- b. Provide monthly progress reports to the CITY to document services performed and schedule status. The topics of the monthly report will include: PROJECT Headlines, Schedule, Budget, Key Activities, and Technical Issues. This will typically be performed as part of the monthly PROJECT invoicing process.

2. Construction Services

- a. *General Administration of the Contract Documents.* Consult with, advise and assist the Engineer in the Engineer's role as CITY's representative. DESIGNER's communications with the CITY and the Contractor shall be through, or with the knowledge, of the Engineer.

Pre-Construction Conference. Prepare for and participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer. DESIGNER attendance at the Pre-Construction Conference is an optional service under the control of the CITY.

- b. *Visits to Site and Observation of Construction.* In connection with observations of the work while it is in progress:

Make visits to the site at intervals as requested by the Engineer in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by DESIGNER are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on DESIGNER's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, DESIGNER will determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.

The purpose of DESIGNER's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of DESIGNER's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. DESIGNER shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall DESIGNER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's, furnishing and performing the work. Accordingly, DESIGNER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if DESIGNER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will

prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Monthly Construction Progress Meetings: Participate in monthly construction progress meetings via phone.

I&C Coordination: Attend coordination meetings with the CITY and the I&C System Supplier regarding programming to be performed by the I&C System Supplier. At the meetings, review functional descriptions and design intent. Clarify questions raised by the I&C System Supplier.

Process Control System Field Testing: Attend field testing of the process control system programming to verify operation for compliance with the established functional description and design intent.

- c. *Clarification and Interpretations; Field Orders.* Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the CITY's Project Management Information System (PMIS).
- d. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.
- e. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The shop drawings will be transmitted electronically through the CITY's Project Management Information System (PMIS).
- f. *Substitutes:* Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.
- g. *Inspections and Tests.* The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. DESIGNER shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or

procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. DESIGNER shall be entitled to rely on the results of such tests.

- h. *Disagreements between CITY and Contractor.* Assist the Engineer in rendering formal written decisions on claims of the CITY and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, DESIGNER shall be fair and not show partiality to the CITY or Contractor and shall not be liable in connection with any decision rendered in good faith.
- i. *Operation and Maintenance (O&M) Manual.*
 - 1) Prepare O&M manual in electronic format.
 - 2) After startup of the facilities is complete, modify the manual to incorporate CITY review comments.
 - 3) Furnish manual in electronic format.
 - 4) Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the CITY.
- j. *Record Drawings.* Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Furnish four copies of 11" x 17" record drawings. Furnish three copies of a CD that contains AutoCad and PDF files of the record drawings.
- m. *Substantial Completion.* If requested by the CITY, make site visit(s) to participate in an inspection with the Engineer, the CITY, and the Contractor, to determine if the work is Substantially Complete. Provide recommendation to the Engineer relative to issuance of certificate of Substantial Completion. These services would be provided through the CITY Controlled Design/Construction Services Allowance.
- n. *Final Notice of acceptability of the work.* If requested by the CITY, make site visit(s) to assist the Engineer in conducting a final inspection to determine if the completed work is acceptable so that the Engineer may recommend, in writing, that final payment be made to Contractor. These services would be provided through the CITY Controlled Design/Construction Services Allowance.
- o. *Limitation of Responsibilities.* DESIGNER shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. DESIGNER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

3. Operational Procedures and Training Services

a. *Training.*

- 1) Prepare and deliver operator training in training modules.
- 2) The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
- 3) Prepare a training manual for each of 25 students.
- 4) Attend the Contractor's vendor training. Review the training for conformance with the Contract Documents.

h. Startup Services.

- 1) Consistent with Section 017913 System and Facility Performance Testing Procedures as specified in the Contract Documents, assist with preparation of startup plans to coordinate the responsibilities of the Contractor, I&C System Supplier, and the CITY at the time when construction is complete and the facilities are ready for operation.
- 2) Provide startup operation services to assist in the startup of the facilities.
- 3) Prepare Standard Operating Procedures (SOPs) in electronic format. Respond to and incorporate CITY review comments.

D. PROJECT TIMING AND SCHEDULE

DESIGNER will be authorized to proceed with the Services upon execution of this Agreement. DESIGNER shall perform Services consistent with the schedule of the construction contractor. Services are expected to begin in 2015 and to be completed in 2015.

**PART II
CITY'S RESPONSIBILITIES**

The CITY will, at its expense, do the following in a timely manner:

1. Assign a person authorized to act as the CITY's representative for the PROJECT.
2. Make available to DESIGNER documentation applicable to the work on this PROJECT.
3. Make available to DESIGNER access to the site.
4. Respond to requests for information and clarifications by DESIGNER.

PART III COMPENSATION

A. COMPENSATION

1. Compensation for Services performed in accordance with Part I – Services of this Agreement will be on a time and expense not-to-exceed basis in accordance with standard billing rates in effect at the time the Services are performed. The 2015 billing rate schedule for the DESIGNER is attached to this Agreement as Attachment A.
2. The total Compensation for Services will not exceed \$264,120 without written approval from the CITY based on the following distribution of compensation:

\$214,120 Designer Services During Construction
\$50,000 City-Controlled Contingency

3. The total Compensation is conditioned on the time to complete the Services not exceeding that identified in Part I – Services of this Agreement. Should the time to complete the Services be extended beyond this period, the total compensation to DESIGNER will be appropriately adjusted.
4. DESIGNER will notify CITY if PROJECT scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from CITY.

B. BILLING AND PAYMENT

1. Timing/Format
 - a. DESIGNER will invoice the CITY monthly for Services completed at the time of billing. Such invoices will be prepared in a form and supported by documentation as the CITY may reasonably require.
 - b. CITY will pay DESIGNER within 30 days of receipt of invoice.
2. Billing Records
 - a. DESIGNER will 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.

ATTACHMENT A

Donohue & Associates, Inc. 2015 Billing Rates

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$235
Engineer/Specialist VIII	\$225
Engineer/Specialist VII	\$205
Engineer/Specialist VI	\$185
Engineer/Specialist V	\$165
Engineer/Specialist IV	\$150
Engineer/Specialist III	\$135
Engineer/Specialist II	\$120
Engineer/Specialist I	\$100
Technician II	\$90
Technician I	\$80
Administrative Assistance III	\$80
Administrative Assistance II	\$70
Administrative Assistance I	\$60

Notes:

Labor charge-out rates are for normal work week.

Billing rates are in effect for 2015 and may be adjusted annually to reflect labor cost increases.

Mileage is billed at the current IRS stipulated rate.

Printing and reproductions are billed at cost.

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 \$30,000,000 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
1 E Main Street, Rm B-91
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 work undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:

<http://www.cityoffortwayne.org/index.php/content/view/1494/1566/>

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the work 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 work contemplated by the Agreement.