

BILL NO. S-15-03-29

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL;
SERVICES AGREEMENT - GS LIFT STATION -
W.O. #76037 between FLEIS & VANDENBRING
ENGINEERING, 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 SERVICES
AGREEMENT - GS LIFT STATION - W.O. #76037 by and between FLEIS &
VANDENBRING ENGINEERING, 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 to provide design, bid
assistance, and design services during construction for the
GS Lift Station Project:

involving a total cost of TWO HUNDRED SIXTEEN THOUSAND, FIVE
HUNDRED AND 00/100 DOLLARS - (\$216,500.00). A copy of said Contract
is on file with the Office of the City Clerk and made available for public
inspection, according to law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

GS Lift Station ("PROJECT")

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

(Engineer)
Fleis & Vandenbrink Engineering, Inc.
5331 S. Bend Drive
Fort Wayne, IN 46804

Who agree as follows:

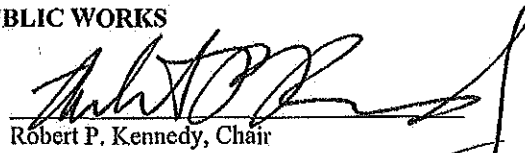
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). Engineer shall be authorized to commence the Services upon execution of this Agreement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

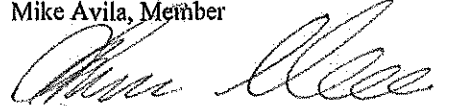
BY:


Robert P. Kennedy, Chair

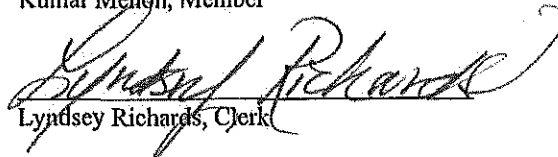
BY:


Mike Avila, Member

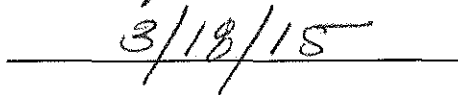
BY:


Kumar Menon, Member

ATTEST:

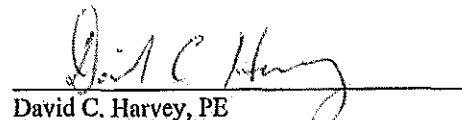

Lyndsey Richards, Clerk

DATE:

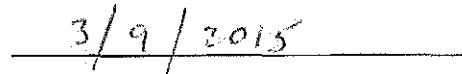


APPROVED FOR ENGINEER

BY:


David C. Harvey, PE
Sr. Engineer Manager, Associate

DATE:



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

Design and Design Services During Construction (DSDC) of a sanitary sewage conveyance facility consisting of a diversion structure, conveyance pipe, a lift station, valve vault, magnetic flow meter, a stub for a force main, and a small electrical building. Engineer's design responsibilities include but are not limited to site layout, sizing of structures, configuration and selection of pumps and plumbing, building layout, and coordination with the City and their consultants for the successful completion of the facility.

C. SCOPE OF SERVICES

The duty of the Engineer is to develop final construction documents. The final construction documents shall be sealed by a registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer shall develop and provide the following Services:

Task 1 - Project Schedule and Review Meetings

- 1.1 Prepare Project design schedule.
- 1.2 Attend a kickoff meeting at the City's office.
- 1.3 Attend two (2) review meetings – *proposed* to occur at the end of Preliminary Design Part I and after completion of Preliminary Design Part II. These meetings are held at the City's office.
- 1.4 Keep the minutes of meetings and distribute these minutes within 7 days of the same.
- 1.5 Coordination with City and City's consultants.

Task 2 - Preliminary Design

Phase I (30% submittal)

- 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 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 1-800-382-5544)
- 2.5 Engineer shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.

- 2.6 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).
- 2.7 Furnish one copy of the Preliminary Design – Phase I Drawings to the City for review and approval. After a review meeting with the City, incorporate any necessary changes.
- 2.8 Prepare 30% Design Summary (Technical Memo) and hydraulic calculations.
- 2.9 Prepare and submit a proposed out line of specifications.
- 2.10 Prepare and submit a 30% estimate of probable construction costs.

Phase II (60% submittal)

- 2.11 Resolve any utility conflicts.
- 2.12 Update Design Summary (Technical Memo) and hydraulic calculations.
- 2.13 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.14 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)

Sheet Name Description

CS	Cover Sheet
C1	Existing Site Plan
C2	Site Grading/ Paving Plan & EPSC
C3	Traffic Control
C4	Sanitary Sewer Plan & Profile
C5	Forcemain Plan & Profile
C6	Lift Station & Valve Vault
C7	Lift Station & Valve Vault
C8	Diversion & Metering Structures
C9	Standard Details
C10	Standard Details
A1	Control Bldg- Plan & Elevations
A2	Control Bldg- Details
S1	Structural Notes & Details
S2	Structural Plans & Details
M1	Control Bldg- Mechanical
	Electrical and I&C- by City

TOTAL of 16 design drawings estimated to be prepared by the Engineer

- 2.15 Prepare draft specifications in MF04 format.
- 2.16 Compute Project quantities and estimate of construction costs in MF04 format.
- 2.17 Submit draft Preliminary Design Documents to City for review and approval.
Preliminary Design Submittal (2 Complete Sets):
Preliminary Design Drawings
Summary of Project Quantities w/estimated construction costs.
- 2.18 Upon approval of Preliminary Design Drawings, submit one copy for "routings" along with a list of all projected affected entities. City will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to Engineer at the review meeting.

Task 3 - Final Design (95% - 100% submittal)

- 3.1 Prepare specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards.
- 3.2 Complete a quality control review of the draft Contract Documents.
- 3.3 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 3.4 Update estimate of probable construction costs.
- 3.5 Update summary of project quantities.
- 3.6 Submit Draft Final Design Documents to Program Manager for review and approval.
Draft Final Design Submittal (2 Complete Sets):
 - Draft Final Design Drawings
 - Summary of Project Quantities w/Estimated Construction Costs.
 - Bidform
 - Project Technical/Supplemental Specifications.
- 3.7 Upon approval of or revisions to Draft Final Design drawings and Project specifications, prepare and submit one (1) electronic version of the Project specifications (Microsoft Word), one (1) set of sealed paper bond drawings, and one electronic copy of Project drawings in 2007 DWG file format or newer (Civil 3D 2007 or newer) and one electronic copy of the Project Drawings in PDF.

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

- 4.1 Attend Pre-bid Meeting.
- 4.2 Engineer shall prepare and assist City with issue of the addenda, as needed to interpret, clarify or expand bidding documents.
- 4.3 Conformed to Contract Documents
The Engineer shall prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC Project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

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 (estimate 60 submittals) 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 (estimate 8 RFIs).
- 5.4 Perform 10 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 Owner. Submit one (1) electronic copy of Project drawings in 2007 DWG file format or newer (Civil 3D 2007 or newer) and one electronic copy of the Project Drawings in PDF format.
- 5.6 ENGINEER will conduct on-site observations of the Contractor's startup of the pumping system for the purposes of determining if the work conforms to the contract for the operation and design concepts. ENGINEER will observe functional testing of the lift pumps to determine conformance with contract requirements and will assist the Contractor in resolving startup issues related to the system. One trip, lasting two 8-hour days, by non-local Senior Technician is assumed.

D. SCHEDULE

The Project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by April 20, 2015 and receiving prompt review and approvals from City (2-weeks per review are included in the schedule).

<u>SCHEDULE</u>	<u>DATE</u>
Preliminary Design Phase I (30%)	May 27, 2015
Preliminary Design Phase II (60%)	July 15, 2015
Draft Final Design Documents (95%)	August 26, 2015
Final Design Phase (100%)	September 30, 2015

E. OPTIONAL ADDITIONAL SERVICES

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

Geotechnical Investigation

- Perform all associated coordination and services to obtain a geotechnical sub-consultant 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 area 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.

Contingency Tasks

Contingency items are authorized by the City and shall have prior approval of fees prior to commencement.

- Attend additional meetings as needed to review and discuss the Project.
- Furnish to the City all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the City, as requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending meetings with reviewing agencies.
- Perform site visits to assist City in resolution of design or construction problems.
- Upon written authorization from City, and negotiation of satisfactory fees:
 1. Prepare summary of required property acquisition.

2. Submit summary to agent/company qualified to research title history to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that will be subject to easement or right-of-way acquisition.
 3. Based on findings of title work done in 2 above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. This shall be prepared in conformance to the City's Design Manual.
- Provide Autocad support to the City to assist with producing the Electrical and Instrumentation & Controls design drawings.

PART II

CITY'S RESPONSIBILITIES

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

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

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

Provide Engineer with a maximum of two (2) copies each of existing City utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

Provide Engineer with electronic copies of ortho aerial photography, GIS base map information (AutoCAD 2007 format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 2007 format).

B. ENGINEERING

City shall provide the following engineering services for the Project:

- Electrical Engineering – design and development of specifications and drawings
- Instrumentation and Controls Engineering - design and development of specifications and drawings
- All design relative to the force main from the lift station to its termination point
- One (1) soil boring on the site to a depth of 35-40'
- All required permitting from local, State, and Federal Agencies which may be required
- Prepare agenda and conduct Pre-Bid and Pre-Construction meetings. Issue minutes.

C. 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.

D. 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.

E. PROPERTY OWNER NOTIFICATION

Property owner survey notification letters will be prepared and mailed by the City.

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 \$ 216,500.00 as summarized in Attachment 1.

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

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, Registered Land Surveyor for easement preparation, or Legal Services performed by a subconsultant shall be made at actual cost to Engineer plus 10 percent for administrative costs. The Engineer will obtain written City approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require.
- b. City shall pay Engineer within 30 days of receipt of approved invoice.

2. Billing Records

Engineer shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records 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 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

<u>Design Phase</u> – (Tasks 1 through 3)	\$144,726.00
<u>Bidding Phase</u> - (Task 4)	\$7,847.00
<u>Construction Phase</u> – (Task 5)	\$43,927.00
<u>Optional Services</u> - As authorized by City	\$ 20,000.00
TOTAL NOT TO EXCEED FEE:	\$216,500.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Senior Engineering Manager III	\$183.00
Senior Engineering Manager II	\$166.00
Senior Engineer Manager	\$148.00
Senior Project Manager	\$148.00
Engineer Manager II	\$130.00
Engineer Manager	\$117.00
Project Engineer	\$104.00
Engineer II	\$93.00
Engineer EIT	\$77.00
Architect	\$104.00
Architectural Designer II	\$77.00
Sr. Administrative III	\$117.00
Administrative III	\$77.00
Administrative II	\$63.00
Administrative	\$51.00
Sr. Landscape Architect	\$117.00
Sr. Landscape Architect II	\$130.00
Survey Crew Chief II	\$91.00
Survey Manager II	\$117.00
Survey Manager III	\$130.00
Technician	\$51.00
Technician II	\$63.00
Technician III	\$77.00
Senior Engineering Tech	\$92.00
Senior Engineering Tech II	\$104.00

Interoffice Memo

Date: **March 19, 2015**

To: Common Council Members

From: Nathan Baggett, Program Manager, City Utilities Engineering

RE: Contract Title: GS Lift Station W.O. #76037

Consultant Selected: Fleis & Vandenbrink Engineering, Inc.

Contract Value: \$216,500.00

The consultant shall provide: Professional engineering services to provide the design, bid assistance, and design services during construction for the GS Lift Station Project.

Project Description: Diversion of near term dry and wet weather flows from the Junk Ditch Interceptor to the Midwest Regional Water Pollution Control Plant. Long-term wet weather flows will eventually be diverted to the 3RPORT. The facility will consist of a diversion structure, lift station, gravity piping, and a small electrical and controls building.

Implications of not being approved: This project will reduce surcharging in the sanitary sewage system thus reducing the likelihood of basement backups and Sanitary Sewer Discharges for customers in this area .

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 over 100 firms, and 7 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. A scoring matrix was used to score all firms based on the RFQ and RFP's. RFP scoring was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected Fleis & Vandenbrink 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 18, 2015.

Funding: The Professional Services Agreement (PSA) will be funded by 2013 Sewer Revenue Bond.

Council Introduction Date: March 24, 2015

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File