

BILL NO. S-15-04-16

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL
ENGINEERING SERVICES AGREEMENT:
HUFFMAN SEWER SEPARATION PROJECT
W.O. #76114 between A&Z ENGINEERING, LLC
and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works.

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

SECTION 1. That the PROFESSIONAL ENGINEERING
SERVICES AGREEMENT: HUFFMAN SEWER SEPARATION PROJECT
W.O. #76114 by and between A&Z ENGINEERING, LLC and the City of Fort
Wayne, Indiana, in connection with the Board of Public Works, is hereby
ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power,
transportation, miscellaneous equipment, etc., necessary for
professional engineering services to provide design, bid
assistance and construction engineering for the Huffman
Sewer Separation Project

:
involving a total cost of THREE HUNDRED SIXTY-SEVEN THOUSAND ONE
HUNDRED SIXTY AND 00/100 DOLLARS -(\$367,160.00). 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

PROFESSIONAL SERVICES AGREEMENT

**Huffman Sewer Separation
PHASE 1**

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
Citizens Square
200 East Berry, Suite 240
Fort Wayne, IN 46802

and

A&Z ENGINEERING, LLC ("ENGINEER")
9017 Coldwater Rd Ste 500
Fort Wayne, IN 46825
P: (260) 485-7077

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.

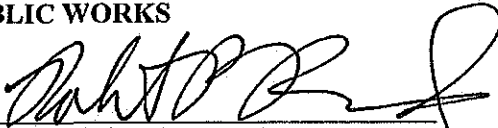
76114

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

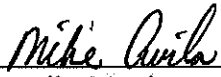
BY:


Bob P. Kennedy, Chair

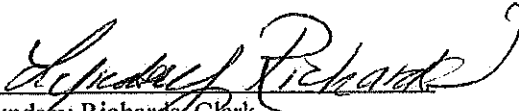
BY:


Kumar Menon, Member

BY:


Mike Avila, Member

ATTEST:


Lyndsey Richards, Clerk

DATE:

4/22/15

APPROVED FOR ENGINEER

BY:


Warren Zwick, Member

DATE:

APRIL 14, 2015

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

ENGINEER shall provide the CITY with professional engineering services in all phases of the Project to which this scope of services applies. These services will include serving as the CITY'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

This Project will be a sewer separation project for the Subbasin M10120 which contributes to Outfall 026 and 033. This project is part of the Long Term Control Plan CSO Control Measure #6 to complete partial sewer separation projects that are cost effective for Subbasins tributary to the Parallel Interceptor (PI). The Huffman Sewer Separation Phase I project consists of installing 13,560 linear feet of storm sewer. The storm sewer ranges from 12" to 72" in diameter. This project will connect to the abandoned 3rd Street gravity CSO outfall that will be reused as a new storm outfall. The proposed storm sewer will connect to Hamilton Park to relieve the detention system. The new storm sewers will pick up inlets/catch basins and parking lots that are currently connected to the combined system which will reduce basement backups and help to minimize CSO overflows at the 3rd Street Pump Station.

Note: The final layout, lengths and sizes are estimates only & final quantities shall be determined under this PSA. Green infrastructure may be required, such as rain gardens, stormwater tree boxes or other stormwater BMPs, to be incorporated into the project to meet water quality standards for the newly separated storm water.

C. SCOPE OF SERVICES

The duty of the ENGINEER is to develop final construction drawings. 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 1A – Project Schedule, Review Meetings and Project Management

- 1A.1 Prepare project design schedule. ENGINEER shall send an email update by the end of the day each Friday as to what work was performed that week and what work is projected for the upcoming week.
- 1A.2 Attend a Kickoff meeting with City staff at City's office.
- 1A.3 Keep the minutes of the Kickoff and Progress Meetings and distribute these minutes within 7 days of the respective meetings.
- 1A.4 Project management including general correspondence, project updates, invoicing, scheduling, budget maintenance, etc.

Task 2A – Preliminary Design Field Survey

Field survey shall establish a site and topographic survey of the Project area (or areas which are relevant to the design of the Project (i.e. roadway, right-of-way) and appropriate information. ENGINEER shall:

- 2A.1 Plan, coordinate, monitor and document Project-surveying activities.

- 2A.2 Recommend necessary right-of-way, easement, property and section corner information from local and State agencies.
- 2A.3 Send out survey notices and coordinate with utility companies to locate underground utilities in field and to obtain utility plans. CITY'S will provide a signed property owner notice to send out to property owners. Surveying is not to begin until notices are sent out and has been coordinated with City Utilities Engineering or its Representatives.
- 2A.4 Perform field survey in sufficient detail to obtain the following information, at a minimum:
1. Survey limits shall include the limits of the right-of-way and 15' on either side of the right-of way and adjacent ground elevations.
 2. Parking lots within the project limits to pick up existing inlets/catch basins within the lot and/or the drainage of the lot.
 3. All located utilities, including towers, poles, pedestals, manhole covers, vault lids, valve box covers, meter box covers, service box covers, cleanouts, and fire hydrants (including size, locations, material and depth if known).
 4. Storm sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 5. Sanitary sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 6. Individual trees larger than 6-inch diameter.
 7. Tree groups, shrubs, gardens, decorative rocks or stones.
 8. Fences.
 9. Edges of pavement for all neighborhood streets and sidewalks within the survey limits.
 10. Limits of all buildings, appurtenances, structures located adjacent to the facility within the survey limits.
 11. Limits of existing channel banks, centerline and bottom of channel, ponds, lakes and streams and water's edge elevations.
 12. Locations and elevations of on-site benchmarks.
 13. Property lines, lot lines, right-of-way lines and easement lines.
 14. Street signs (including names), traffic signals, curbs, signs and driveway.
 15. Headwalls or retaining walls, and bridges and culverts.
- 2A.5 ENGINEER shall establish a minimum of ten (10) additional onsite temporary benchmarks in the form of capped rebars to be used for horizontal and vertical control during construction (1983 State Plan Coordinate System, Indiana 1301, Eastern Zone and 1988 National Geodetic Vertical Datum). The benchmark that was used to set these temporary benchmarks shall also be provided.
- 2A.6 ENGINEER shall provide survey data in electronic format with 8 1/2" x 11" printouts of the points, and provide CITY with electronic copies of field notes and plats.
- 2A.7 ENGINEER shall stake existing easements in the project area as directed by Program Manager.

Task 2B – Preliminary Design Soil Investigation & Pavement Cores

- 2B.1 ENGINEER shall provide soil-boring/testing services for a maximum of twenty eight (28) borings, 24 for proposed storm sewer and 4 for green infrastructure, to include furnishing all labor, materials, and equipment necessary for the complete and satisfactory construction of the Project. The soil investigation will also include the soil borings and/or testing for the green infrastructure that will be proposed for the Project. Green

infrastructure soil borings and/or testing shall conform to the Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document.

- 2B.2 ENGINEER shall submit names of local subconsultants for geotechnical work to CITY for approval prior to issuing a notice-to-proceed.
- 2B.3 Soil borings shall be staked for location by ENGINEER prior to boring. ENGINEER shall deliver complete geotechnical report of all soil boring data with preliminary drawings for review. Soil boring data shall be included on drawings and with contract bid documents.
- 2B.4 All pavement cores shall be performed by the City of Fort Wayne Transportation Department and coordinated through CITY.

Task 2C – 30% Preliminary Design

- 2C.1 Attend up to two (2) design meetings with CITY to discuss preliminary design issues which may include cost effective sewer separation, storm sewer level of service, general design issues, etc.
- 2C.2 Attend a review meeting – *proposed* to occur at the end of 30% Preliminary Design. These meetings are held at the CITY's office.
- 2C.3 Keep the minutes of the design meetings and 30% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the meeting.
- 2C.4 Topographic survey should be complete by this submittal.
- 2C.5 Notify CITY of potential environmental permits required for the project (i.e. IDEM Rule 5 Submission, IDNR Construction in a Floodway, IDEM Water Permit, etc.). In addition, the ENGINEER should inform the CITY of wetlands within or adjacent to the project limits.

If any permit applications are required for the Project, it will be completed under contingency items. All contingency items require authorization by the CITY and shall have prior approval of fees prior to commencement.

- 2C.6 Research CITY documents for existing mapping, utility information, record drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
- 2C.7 Identify major utilities and their approximate location from utility maps. Coordination with other utilities such as NIPSCO, AEP, Verizon, Frontier, etc. may be necessary.
- 2C.8 Check conflicts with any other proposed projects in the immediate area.
- 2C.9 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2C.10 Review the proposed storm sewer system (see Exhibit A: Huffman Sewer Separation Phase I for potential storm sewer layout). Provide CITY with a technical memorandum summarizing all hydrologic and storm sewer modeling and analysis, calculations and verifications from items below. If a conflict arises, the ENGINEER shall propose an alternate recommendation.

1. Establish the final layout of the storm sewer system using the survey data from Task 2A.
 2. Complete a delineation of the storm sewer sheds for the storm sewer service area using the survey and other available GIS data and incorporate into the final layout of the storm sewer system.
 3. Design the new storm sewer system and branches with a level of service per Chapter 6 Storm Sewers of the City Utilities Design Standards Manual.
 4. Incorporate picking up inlets/catch basins and/or drainage within the proposed system.
 5. The hydraulic modeling and analysis shall verify all sizes (pipe capacity), lengths and constructability (sewer must be able to maintain minimum cover) for the storm sewer layout per Chapter 5 Hydrology and Chapter 6 Storm Sewers of the City Utilities Design Standards Manual.
 6. Determine the final lengths and sizes using the final layout.
 7. The final layout will need to be verified and coordinated with City Utilities Engineering.
- 2C.11 Evaluate alternative best management practices, BMPs, addressing water quality standards and requirements per Unit II, Chapter 5 of the Development Criteria / Standards Manual. Determine the possible type and location of stormwater BMPs using green infrastructure (i.e. bioretention, swales, infiltration trenches, tree boxes, etc.). A technical memorandum and map shall be submitted of proposed type(s), location(s) and sizing calculations. Upon the CITY's acceptance of proposed type(s) and location(s) for Green Infrastructure BMP's, design services shall be completed under OPTIONAL ADDITIONAL SERVICES (Section E of this Agreement).
- 2C.12 If easements and right of entry permission are required, the ENGINEER shall submit an estimate of the number of parcels affected and a brief justification for the encroachments.
- 2C.13 30% Preliminary construction plans should include:
- A. Cover sheet with Project title, Project number, location map, description of the Project limits, signature blocks, index of plan sheets, list of utility owners and addresses, and north arrow.
 - B. Typical cross sections, if necessary for the Project, should show basic configuration, design features such as pavement restoration type, curbs, sidewalk, cross slopes, and construction centerline.
 - C. The following information shall be included in the plan and profile sheets:
 - o show the preliminary proposed design information;
 - o show the existing topography and site conditions;
 - o label the existing street names;
 - o show the beginning and ending stations for the project in plan and profile view;
 - o north arrow in the upper, right hand corner of the drawing and graphic scale;
 - o label the existing right-of-way, property lines, and easements;
 - o label the horizontal/construction line alignment with stationing;
 - o show the existing ground under the horizontal/construction line alignment (profile) with existing and proposed elevations clearly labeled;
 - o label all existing structures for sanitary, storm and water main using CITY ID's that correspond to the CITY's GIS maps (GIS maps can be found at the following locations:
http://gisweb/pdf_library/mapbook_sewer/zz_index.asp &
http://gisweb/pdf_library/mapbook_water/zz_index.asp)

- label all crown and invert elevations, pipe size, and flow direction for existing structures (sanitary, storm, or water main);
- identify the existing trees and existing ADA ramps to be affected by proposed design;
- show the preliminary dimensions for pavement widths and radii at street intersections;
- proposed construction methods and pipe materials as applicable;
- proposed type of BMP's for the Project and the location shall also be included on the drawings.

2C.14 Compute Project quantities and estimate of construction costs.

2C.15 Furnish two complete sets (1 hard copy and 1 pdf) of the 30% Preliminary Design Submittals to the CITY for review and approval. After a review meeting with the CITY incorporate any necessary changes.

Preliminary Design Submittals: (2 Complete Sets)
 Technical Memorandum – Storm Sewer & Green Infrastructure Design
 30% Preliminary Design Drawings
 Project Quantities w/estimated construction costs
 Table of Contents of Specifications.

2C.16 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "First Submittal".

2C.17 Incomplete submittals will not be accepted and/or reviewed by the CITY.

Task 2D – 60% Preliminary Design

- 2D.1 Attend up to two (2) design meetings with CITY and a field walk through of the Project to discuss design issues which may include storm sewer routing, utility conflicts, general design issues, etc.
- 2D.2 Attend up to one (1) public meeting with Program Manager. Program Manager will be responsible for coordinating and overseeing the public meeting, but Engineer may be requested to assist with the presentation, answer questions about the Project and provide graphics for meeting.
- 2D.3 Attend a review meeting – *proposed* to occur at the end of 60% Preliminary Design. These meetings are held at the CITY's office.
- 2D.4 Keep the minutes of the 60% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the review meeting.
- 2D.5 Geotechnical report should be completed by the end of this task.
- 2D.6 Resolve utility conflicts.
- 2D.7 Determine the final location of the proposed improvements and temporary or permanent easement requirements.
- 2D.8 Review construction methods and determine whether jack and bore or open cut are more cost effective for deep cut areas.

2D.9 60% Preliminary Design Drawings. Incorporate design improvements presented in "First Submittal".

The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	1
Survey Control Data Sheet	1
Traffic Control Sheet	4
Plan and Profile Sheets	34-36
Erosion Control Plan Sheet	8
Greenscape Design	2
Restoration Plan Sheets	3
Structure Data Table	4
<u>Special Detail Sheets</u>	<u>10</u>
TOTAL	66-68

The following information shall be included in the plan and profile sheets:

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

2D.10 Prepare a draft of Project specifications in 2004 Master Format. ENGINEER shall coordinate with CITY to incorporate City Standard Specifications into outline.

2D.11 Compute Project quantities and estimate of construction costs.

2D.12 Submit draft 60% Preliminary Design Submittals to CITY for review and approval.

Preliminary Design Submittals: (2 Complete Sets)
60% Preliminary Design Drawings

Updated Project Quantities w/estimated construction costs
Draft of Project Specifications in 2004 Master Format

- 2D.13 Upon approval of 60% 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.
- 2D.14 The preliminary construction drawings and support documentation submitted for review should be marked with "Not for Construction" and "Second Submittal".
- 2D.15 Incomplete submittals will not be accepted and/or reviewed by the CITY.

Task 3A – 95% Preliminary Design & Final Design

- 3A.1 Attend a review meeting – *proposed* to occur at the end of 95% Preliminary Design (95% Draft Plans). These meetings will be held at the CITY's office.
- 3A.2 Keep the minutes of the 95% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.
- 3A.3 Prepare the 95% preliminary & final specifications including a separate final design specifications for the Phase 2 for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement CITY standards. ENGINEER shall coordinate with CITY to incorporate CITY Standard Specifications into the Project's specifications.
- 3A.4 Complete a quality control review of the draft Contract Documents.
- 3A.5 Prepare 95% preliminary & final design drawings including a separate final design drawings for the Phase 2. Incorporate comments received during the review meetings and routings.
- 3A.6 Update summary of project quantities with estimated construction costs for both the 95% preliminary & final specifications including a separate final design drawings for the Phase 2.
- 3A.7 Submit 95% Preliminary & Final Design Submittals to CITY for review and approval including a separate Final Design Submittal for Phase 2.

95% Preliminary Design & Final Design Submittals: (2 Complete Sets)

- 95% Preliminary Design & Final Design Drawings
- 95% Preliminary Design & Final Project Quantities
w/estimated construction costs.
- 95% Preliminary Design & Final Bidform
- *Using 2004 Master Format completed with the CUE's required format
- 95% Preliminary Design & Final Project Specifications in 2004 Master Format

- 3A.8 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "Third Submittal".
- 3A.9 Upon approval of 95% Preliminary drawings and specifications, prepare and submit Final Design Drawings including a separate Final Design Drawings for the Phase 2 with one (1) set of stamped paper bond drawings, two (2) electronic versions of the Project

specifications (1 Microsoft Word and 1 pdf) and two (2) electronic copy of Project drawings (1 dwg version 2007-2012 and 1pdf).

Task 3B - Bidding Phase

The project will be split into two separate phases for bidding with two complete separate sets of bidding documents. The City will determine the extent of each phase. The bidding phase Services shall include the following:

- 3B.1 Attend pre-bid meeting for both Phase 1 and Phase 2.
- 3B.2 Keep the minutes of the pre-bid meetings for both Phase 1 and Phase 2. Meeting minutes will be included in an addendum.
- 3B.3 Assist with addenda, as needed, to interpret, clarify or expand bidding documents for both Phase 1 and Phase 2. CITY will issue the Addenda.
- 3B.4 Conformed Contract Documents
The ENGINEER shall prepare a complete set of Contract Documents (drawings and specifications) incorporating all issued addenda after execution of the Construction Agreement by the CITY and Contractor for both Phase 1 and Phase 2. These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda, full counterpart copies of the addenda and accepted bid proposal. Submit one (1) electronic version of CTC Project drawings in both PDF and DWG file format or latest version (AutoCAD 2010 or latest version) and one (1) electronic copy of the CTC Project specifications (Microsoft Word).

Task 4 – Property Acquisition

Property acquisition may be required for the Project. Surveying work under this task can be completed by ENGINEER. Services shall conform to GR7 Easement in the City Utilities Design Standards Manual (http://www.cityoffortwayne.org/utlities/images/stories/designman/GR_7_Easments_-_Draft.pdf)

- 5A.1 Engineer shall prepare documents outlining proposed routes of sewer, and location of connection to Hamilton Park.
- 5A.2 Engineer shall attend meeting with City and Fort Wayne Parks Department to discuss property needs.
- 5A.3 Upon written authorization from CITY
 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 (Estimated quantity of 2 commercial and 8 residential title searches).
 3. Based on findings of title work done in above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels (Estimated quantity of 25 each easement plats and legal descriptions, 10 permanent and 15 temporary). Document overall right-of-way requirements. This task shall be prepared in conformance to the City of Fort Wayne Design Standards Manual General Requirements, Chapter 6 and Chapter 7.

Task 5 - Construction Phase

- 5.1 ENGINEER shall attend the pre-construction meeting for both Phase 1 and Phase 2.
- 5.2 ENGINEER shall visit project sites during construction as needed to answer questions from CITY, CITY's resident project representative, or Contractor, for a maximum of five (5) construction site visits each for both Phase 1 and Phase 2.
- 5.3 ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the Contractor for both Phase 1 and Phase 2. The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Review Contractor-submitted shop drawings for compliance with Contract Documents, as requested by CITY. Review shall be to assess if the items covered by the submittals will, after installation or incorporation, conform to the Contract Documents and be compatible with the overall design intent. Review and approval will not extend to means, method, techniques, sequences or procedures of, or to safety precautions, procedures, or programs incident thereto. ENGINEER shall be available to answer questions as they pertain to the drawings and specifications throughout construction of the Project.
- 5.4 ENGINEER shall utilize the City of Fort Wayne's Project Management Information System (PMIS) document management system for construction management.
- 5.5 ENGINEER shall not be responsible for the acts or omissions of the Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Contractor's Work. ENGINEER shall not be responsible for the failure of the Contractor to perform or furnish the Contractor's Work in accordance with the Contract Documents.
- 5.6 ENGINEER shall prepare Final Record Drawings using the guidelines under the City Utilities Design Standards Manual Final Record Drawings GR10 (http://www.cityoffortwayne.org/utilities/images/CADD_Files/General_Requirements/GR10_Final_Record_Drawings_-_Draft.pdf). City Utilities Engineering (CUE) will provide two sets of project drawings designated specifically for recording changes and deviations from the original project drawings shall be maintained throughout construction. Record drawings will be produced based on the record of work provided by the contractor and Resident Project Representative (RPR) to CUE.

D. SCHEDULE

The Project shall be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by May 01, 2015 and receiving prompt review and approvals from City of Fort Wayne agencies and CITY.

<u>SCHEDULE</u>	<u>DATE</u>
Task 2A: Preliminary Design Field Survey	05/01/2015 to 09/14/2015
Task 2B: Preliminary Design Soil Investigation	05/01/2015 to 01/11/2016
Task 2C: 30% Preliminary Design	05/01/2015 to 09/14/2015
Task 2D: 60% Preliminary Design	09/15/2015 to 10/28/2015
Task 3A: 95% Preliminary Design & Final Design	10/29/2015 to 03/11/2016
Task 3B: Bidding Phase	TBD
Task 4: Property Acquisition	05/01/2015 to 03/11/2016
Task 5: Construction	TBD

E. OPTIONAL ADDITIONAL SERVICES

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

GREEN INFRASTRUCTURE DESIGN:

ENGINEER shall design selected Green Infrastructure and incorporate into the project documents.

- Green infrastructure design shall conform to Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document.
- Green infrastructure may include, but not limited to bioretention, bioswales, infiltration swales/shoulders, rain gardens, flexible porous pavement, pervious pavement, infiltration trenches, tree boxes, stormwater quality units, etc.

SUBSURFACE UTILITY EXPLORATION

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

CONTINGENCY TASKS (but not specifically limited to):

Contingency items are authorized by the CITY and shall have prior approval of fees before commencement.

- Attend additional meetings as needed to review and discuss the Project.
- Perform site visits to assist CITY in resolution of design or construction problems.
- **Permit Applications**
 1. Furnish to the CITY all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies.
 2. Assist the CITY, as requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending meetings with reviewing agencies.

PART II

CITY'S RESPONSIBILITIES

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

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

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

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

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

B. 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 Jonathan Ondracek, E.I (CITY Program Manager).

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.

D. PROPERTY OWNER NOTIFICATION

Property owner survey notification letter will be prepared by the CITY, but will be sent by ENGINEER.

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 \$ 367,160.00 as summarized in Attachment # 1.

ENGINEER's costs shall 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 shall be invoiced at actual cost.

Payment for outside consulting and/or professional services such as geotechnical, utility location services, registered land surveyor for easement preparation, or legal services shall be performed by a subconsultant at actual cost to ENGINEER plus 10 percent for administrative costs. The ENGINEER will obtain written CITY approval before authorizing these Services.

B. BILLING AND PAYMENT

1. Timing/Format

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

2. Billing Records

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

**PART IV
STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

ENGINEER or CITY, for purposes of convenience, may at any time by written notice

terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alternation 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/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 services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention

Period, or at any earlier time if requested by the CITY, ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the service contemplated by the Agreement.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Project Schedule, Review Meetings and Project Management – (Task 1A)

For Services outlined in Task 1A, not to exceed fee of: \$ 14,750.00

Preliminary Design Field Surveying – (Task 2A)

For Services outlined in Task 2A, not to exceed fee of: \$ 63,650.00

Preliminary Design Soil Investigation – (Task 2B)

For Services outlined in Task 2B, a not to exceed fee of: \$ 16,750.00

30% Preliminary Design – (Task 2C)

For Services outlined in Task 2C, not to exceed fee of: \$ 55,790.00

60% Preliminary Design – (Task 2D)

For Services outlined in Task 2D, a not to exceed fee of: \$ 54,340.00

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

For Services outlined in Task 3A, a not to exceed fee of: \$ 46,660.00

Bidding Phase – (Task 3B)

For Services outlined in Task 3B, a not to exceed fee of: \$ 14,150.00

Property Acquisition – (Task 4)

For Services outlined in Task 4, a not to exceed fee of: \$ 20,790.00

Construction Phase – (Task 5)

For Services outlined in Task 5, a not to exceed fee of: \$ 40,280.00

OPTIONAL ADDITIONAL SERVICES

Green Infrastructure Design

For Services outlined in Section E, a not to exceed fee of: \$ 20,000.00

Contingency

For Services outlined in Section E, a not to exceed fee of: \$ 20,000.00

TOTAL NOT TO EXCEED FEE: \$ 367,160.00

ATTACHMENT #2
EMPLOYEE HOURLY RATE SCHEDULE

Principal / Senior Project Manager	\$ 120.00
Senior Project Engineer / Senior Consultant	\$ 100.00
Senior Engineer / Senior Designer	\$ 93.00
Engineer / Designer	\$ 83.00
Senior Technician / Senior Inspector	\$ 78.00
Technician/ Inspector	\$ 68.00
Administrative / Clerical	\$ 63.00

CITY OF FORT WAYNE, INDIANA

A&Z Engineering, LLC
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
- 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 \$50,000 or more. Vendors shall disclose their 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 for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒

(ii) Distributable income share exceeding 5% ☐

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

Name: Jamal T. Anabtawi

Name: Warren J. Zwick

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

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐
partnership interest ☐ units (LLC) ☒
other (explain) _____

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

Name: Jamal T. Anabtawi 50%

Name: Warren J. Zwick 50%

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

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

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

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:
Yes _____ No x_____

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:
Yes _____ No x_____

- c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:
Yes _____ No x_____

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes x_____ No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

Six Mile Creek Trail – Trail Design	PO 90640103-000	Dawn Ritchie	11-04-2009
Maplecrest Rd – Roadway Design	PO 10640019-000	Shan Gunawardena	02-17-2010
On-call Inspection	PO 13905042-000	Mike Kiester	04-17-2013
Taylor-Hale Phase I – Sewer Design	PO 12905105-000	Kelly Bajic	10-25-2012
St Joe River CSO - Sewer Design	WO 75876	Kelly Bajic	06-28-2013
Maplecrest Rd Ph II – Rdwy Design	PO 14640024-000	Shan Gunawardena	04-24-2014
Taylor-Hale Ph II – Sewer Design	PO 14905109-000	Jonathan Ondracek	07-07-2014
2015 On-call Surveying & Drafting	PO 15905013-000	Nathan Baggett	02-09-2015
Junk Ditch Sewer Force Main "Drafting" WO 75820		Nathan Baggett	04-01-2015

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

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).

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No x

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: n/a

Company / Name / Payment Terms: _____

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:

- 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;
- b. 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;

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

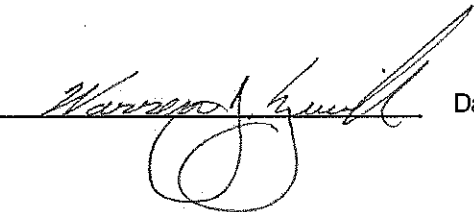
The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

A&Z Engineering, LLC
(Name of Vendor)

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

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

Name (Printed) Warren J. Zwick Title Member

Signature  Date 04/14/15

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

Interoffice Memo

Date: April 22, 2015
To: Common Council Members
From: Jonathan Ondracek, Engineering Associate, City Utilities Engineering
RE: Contract Title: Huffman Sewer Separation Project W.O. # 76114

Consultant Selected: A&Z Engineering

Contract Value: \$367,160.00

The consultant shall provide: Professional engineering services to provide design, bid assistance and construction engineering for the Huffman Sewer Separation Project.

Project Description: The combined sewer Long Term Control Plan involves the investment of nearly \$240 million in projects in order to significantly reduce the amount of sewage that is discharged to Fort Wayne's rivers and their tributaries each year. CSO Control Measure 6 of the Consent Decree requires the completion of cost effective sewer separation that will disconnect stormwater runoff into the existing combined sewer system. Completing sewer separation will result in fewer combined sewer overflows within these subbasins. This project will provide cost effective separation in sewer Subbasin M10 120 which contributes to CSO Outfall's 027 and 033 (Third Street Pump Station).

The proposed project will be designed in the northwest part of the City for the North Highlands, Bloomingdale and Hamilton Neighborhoods. This is a sewer separation project that will disconnect inlets connected to the combined system along Andrew Street, Archer Avenue, Calhoun Street, Harrison Street Hensch Street, Huffman Boulevard, Meridian Street, Putnam Street, Sherman Boulevard, Short Street, Sixth Street and Wells Street. The new storm sewer system will connect to the Hamilton Park Detention Basin, and pick up inlets/catch basins and parking lots that are currently connected to the combined system which will reduce basement backups and help to minimize CSO overflows at the 3rd Street Pump Station. The Huffman Sewer Separation project will consist of installing 13,560 linear feet of storm sewer that will range in diameter from 12" to 72". Other responsibilities will include, but are not limited to: producing completing a hydraulic model for the proposed storm system, green infrastructure design, engineering drawings and specifications, easement preparation, permit preparation, attendance at public meetings, assistance with routing drawings through other utilities and City departments and utility conflict resolution.

Implications of not being approved: This sewer separation project is to meet the Consent Decree requirements of CSO Control Measure (CM) 6 for CSO Outfall's 027 and 033. The CSO CM 6 requires that CSSCIP (combined sewer separation capital improvements projects) be initiated in 2012 and all construction completed by 2018. City Utilities Engineering is making a commitment to start this work early so that this control measure will be completed on time and within budget.

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

Selection and Approval Process: The consultant was selected through the Competitive Sealed Proposal (CSP) process. The Request for Qualifications (RFQ) announcement was sent to over 100 firms, and 13 firms submitted a statement of qualifications. Utilities Engineering reviewed the qualifications of all interested firms and established a short list of consultants based on the strength of their qualifications. Requests for proposals were then developed and sent to the four (4) shortlisted firms. Best and Final proposals were received by Fort Wayne Utilities on March 27, 2015. The key items that the review team was looking for in the proposals were: a project team that had experience in similar projects and a strong approach to the project itself. Using this procedure, Utilities Engineering found A&Z Engineering proposal to be the best value. The Board of Public Works approved the contract on April 22, 2015.

Funding: The Professional Services Agreement (PSA) will be funded by the 2014 Sewer SRF Bond.

Council Introduction Date: April 28, 2015

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File