

BILL NO. S-17-10-12

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - VESEY-GRUBER-QUIMBY VILLAGE DRAINAGE IMPROVEMENTS W.O. #83566 - (\$283,290.00) between ARCADIS U.S., 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 - VESEY-GRUBER-QUIMBY VILLAGE DRAINAGE IMPROVEMENTS by and between ARCADIS U.S., 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 including a topographic survey, conceptual layout and design of drainage features, production of engineering drawings and specifications, and bid and construction phase assistance for the Quimby Village - Vesey Ave. Drainage Improvements;

involving a total cost of TWO HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED NINETY AND 00/100 DOLLARS - (\$283,290.00). 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

"Vesey-Gruber-Quimby Village Drainage Improvements"

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Stormwater Management
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

ARCADIS U.S., INC. (ENGINEER)
130 W. Main St, Suite 23
Fort Wayne, IN 46802

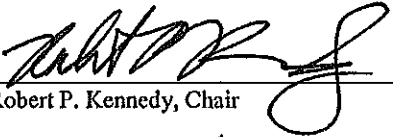
Who agree as follows:

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

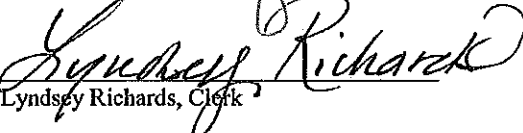
APPROVED FOR CITY

BOARD OF STORMWATER MANAGEMENT

BY: 
Robert P. Kennedy, Chair

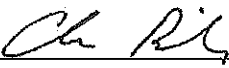
BY: 
Mike Avila, Member

BY: 
Matthew Wirtz, Member

ATTEST: 
Lyndsey Richards, Clerk

DATE: 10/11/17

APPROVED FOR ENGINEER

BY: 

DATE: October 5, 2017

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

The purpose of the Vesey-Gruber-Quimby Village Drainage Improvement project is to improve the watershed drainage patterns, reduce flood-fighting efforts during heavy rain events, and remove sources of stormwater infiltration from the sanitary system. The project area encompasses approximately 70 acres with Brooklyn Ave. serving as the western limits, Bluffton Rd. as the southern limits, the St. Mary's River as the eastern limits, and 3 Rivers Metal Recycling as the northern limits. The project will require coordination with affected residential, commercial, and industrial property owners and also with the redevelopment of Quimby Village.

The Engineer for the project shall provide professional services that will determine the size and layout for detention facilities, storm sewers, swales, and green features for the existing watershed. The Engineer will be responsible for the site survey, geotechnical analysis, preparation and submittal of permits, land acquisition assistance, utility coordination, and serve as a design representative for the project during public meetings. Contract document preparation shall be included with the project and the Engineer shall provide assistance through the procurement and construction phase of the project as the need arises.

C. SCOPE OF WORK

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 is to adhere to the requirements of the Design Standards Manual and relevant exhibits available on the City of Fort Wayne Website. The Engineer shall develop and provide the following services:

Task 1 - Project schedule and Review Meetings

- 1.1 Prepare project design schedule. ENGINEER shall send an e-mail 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.
- 1.2 Attend a Kickoff meeting with City staff at City's office.
- 1.3 Attend three (3) 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 Program Manager's office.
- 1.4 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting. A maximum of four (4) meetings are included in the scope of work.
- 1.5 Project Management including monthly project summaries, project cash flow analysis and Risk Development and Management Analysis. Risk Development and Management shall entail of potential risks that may be encountered during project design and construction. The list of risks shall be shared with the CITY for review and input. The ENGINEER and the CITY will rank and develop mitigation measures for high-risk items. The identified mitigation measures will be incorporated in the overall project tasks, schedule and budget.

Task 2 - Preliminary Design

Phase I (30% submittal)

2A1 Plan, coordinate, monitor and document project-surveying activities.

2A2 Obtain available 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. Program Manager 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. 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).
 3. Storm sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 4. Sanitary sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 5. Individual trees larger than 6-inch diameter.
 6. Tree groups, shrubs, gardens, decorative rocks or stones.
 7. Fences.
 8. Edges of pavement for all neighborhood streets and sidewalks within the survey limits.
 9. Limits of all buildings, appurtenances, structures located adjacent to the facility within the survey limits.
 10. Limits of existing channel banks, centerline and bottom of channel, ponds, lakes and streams and water's edge elevations.
 11. Locations and elevations of on-site benchmarks.
 12. Property lines, lot lines, right-of-way lines and easement lines.
 13. Street signs (including names), traffic signals, curbs, signs and driveway.
 14. 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).
- 2A.6 Engineer shall provide survey data in electronic format with 8 1/2" x 11" printouts of the points, and provide PROGRAM MANAGER with electronic copies of field notes..
- 2A.7 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.
- 2A.8 Identify major utilities and their approximate location from Utility maps. This will include identifying size and type of material of the utility main. Coordination with other utilities such as NIPSCO, AEP, Verizon, Frontier, etc. will be necessary.
- 2A.9 Check conflicts with any other proposed projects in the immediate area.
- 2A.10 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2A.11 Engineer shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.

- 2A.12 Perform all associated coordination and work to obtain a geotechnical consultant to perform soil borings and conduct geotechnical evaluation to determine subsurface conditions at detention basin sites all in accordance with good Engineering practices. Engineer shall provide to the Program Manager a boring areas plan indicating required soil borings along detention basins and areas of special interest prior to performing any geotechnical work. All work and the proposed location plan shall be approved by the Program Manager prior to commencement. Assume a minimum of six (6) holes. Engineer shall conduct two infiltration tests to determine suitability of existing soils for groundwater infiltration practices at the proposed stormwater management sites. One infiltration test shall be conducted at the site currently bounded by the commercial and residential development north of the existing Quimby Village commercial area, with a second infiltration test conducted at the proposed stormwater management area located to the east of the Cintas facility west of
- 2A.13 Engineer shall determine if wetlands are present at any of the proposed detention basin locations.
- 2A.14 Prepare a list of required permits needed for the proposed project improvements. The following list shall serve as a baseline for the permitting efforts associated with the project.
- IDEM Rule 5/SWPPP
 - Army Corps of Engineers – Section 404
 - IDEM Section 401
 - IDNR – Construction in a Floodway
 - US Fish & Wildlife – Endangered, Threatened & Rare Species
- 2A.15 Begin coordination with Quimby Village Redevelopment team. Submit electronic copies of the electronic CAD files to the Quimby Village Redevelopment Team and their design consultants. Hold an initial design workshop with City stakeholders and redevelopment team stakeholders.
- 2A.16 Prepare preliminary stormwater management models for the proposed stormwater detention basins and stormwater drainage system. Prepare preliminary storage volume calculations and present to City staff preliminary model runs of proposed system. Submit model runs and calculations in electronic PCSWMM format to City Program Manager and City Engineering staff for review.
- 2A.17 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). *The drawings at this phase need only enough detail for the Engineer to accurately determine the recommended alignment and convey it to the Program Manager.*
- 2A.21
- 2A.18 Prepare and submit preliminary project quantities and Opinion of Probable Construction Cost to the City Program Manager for review.
- 2A.19 Prepare outline technical specifications in a preliminary project manual format for City Program Manager review.
- 2A.20 Hold a 30% design review meeting with City Program Manager, design staff, and subconsultants. 2A.1822 Furnish one copy of the Preliminary Design – Phase I Drawings (in CAD, PDF, and DWF format), Geotechnical Report, list of permits, and wetland determination summary to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

Phase II (60% submittal)

- 2B.1 Resolve any utility conflicts.

- 2B.2 Coordinate with Quimby Village Redevelopment team on proposed improvements to site. Hold design workshop to address project expectations, design concepts, and proposed improvements to the commercial site and residential neighborhood.
- 2B.3 Prepare stormwater detention routing model for the proposed stormwater management system. Include model scenarios for high river stage with pumped discharge during 100-yr event, and include water quality & water quantity volume calculations in stormwater management model. The ENGINEER shall submit all stormwater management routing models, scenarios, and input data to the Program Manager for review.
- 2B.4 The ENGINEER shall provide design services associated with wetland plantings, landscape grading, and vegetation selection for emergent, wetland, and upland plantings associated with the development of a future wetland recreation area. The proposed Green Features will include the development of an elevated and at-grade wetland boardwalk trail, along with informational signage development associated with constructed wetland features.
- 2B.5 Determine the final location of the proposed improvements and temporary or permanent easement requirements. Determine the land acquisition required for the detention basins.
- 2B.6 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	1
Survey Control Data Sheet	1
Detention Grading Plans	4
Plan and Profile Sheets	6
Structure Data Table	2
Erosion Control Plan Sheet	3
Special Detail Sheets	4
<u>Typical Detail Sheets</u>	<u>4</u>
TOTAL	26

The following information should be included in the Plan and Profile sheets:

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

- show proposed legend in plan view.
- 2B.7 ENGINEER shall prepare and submit required permits to regulating agencies. A submittal log will be prepared by the ENGINEER and utilized as a tracking tool for the following permits:
- IDEM Rule 5/SWPPP
 - Army Corps of Engineers – Section 404
 - IDEM Section 401
 - IDNR – Construction in a Floodway
 - US Fish & Wildlife – Endangered, Threatened & Rare Species
- 2B.8 Prepare draft specifications for the improvements, including bid schedule, measurement and payment specifications, special provisions and necessary details to supplement City Standards.
- 2B.9 Compute project quantities and estimate of construction costs in MF04 format.
- 2B.10 Submit draft Preliminary Design Documents to Program Manager for review and approval.
- Preliminary Design Submittal Phase II: (2 Complete Sets)**
60% Preliminary Design Drawings
Updated Project Quantities w/estimated construction costs
Draft of Project Specifications in 2004 Master Format
- 2B.11 Upon approval of 60% Preliminary Design Drawings, submit one copy for “routings” along with a list of all projected affected entities. Program Manager will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to Engineer at the review meeting.
- 2B.12 The 60% Preliminary Design Drawings and support documentation submitted for review shall be marked with “Not for Construction” and “Second Submittal”.
- 2B.13 Incomplete submittals will not be accepted and/or reviewed by the Program Manager.
- 2B.14 Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Any permit fees shall be paid for the ENGINEER and reimbursed at cost by the CITY. The City of Fort Wayne is a self-permitting agency through IDEM. Assist the Program Manager as reasonably requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending up to two (2) meetings with review agencies. Services shall include preparation, submittal to required agencies and coordination of the project’s SWPP, USACE 404, IDEM Section 401, USFW Endangered, Threatened & Rare Species Review, and construction in a floodway permit. Wetland delineation and restoration plans, if required, for permitting will be performed under Optional Additional Services.
- 2B.15 Detail drawings will need to be developed for two stormwater discharge control structures for the proposed detention basins that conform to City of Fort Wayne Standards for water quantity and quality treatment.

Task 3 – 95% Preliminary Design & Final Design

- 3.1 Attend a review meeting – *proposed* to occur at the end of 95% Preliminary Design (95% Draft Drawings). These meetings are held at the Program Manager’s office.

- 3.2 Keep the minutes of the 95% Preliminary Design Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.
- 3.3 Prepare the 95% Preliminary Design & Final Specifications 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 Program Manager to incorporate City Standard Specifications into the Project's specifications.
- 3.4 Complete a quality control review of the draft Contract Documents.
- 3.5 Prepare 95% Preliminary Design & Final Design Drawings. Incorporate comments received during the review meetings and routings.

Prepare final design drawings. Incorporate comments received during the review meetings and routings.

36 Update summary of project quantities with estimated construction costs for both the 95% Preliminary & Final Specifications.

- 3.7 Submit draft Final Design Documents to Program Manager for review and approval.
Final Design Submittal (2 Complete Sets)

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
 95% Preliminary Design & Final Project Specifications

Approved Permits.

- 3.8 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings in PDF and CAD format utilizing the CAD standards in Book 6 of the Fort Wayne Design Standards Manual.
- 3.9 Prepare 100% Drawings for City Program Manager
- 3.10 Prepare 100% Specifications for the project.
- 3.11 Prepare 100% Final Project Quantities and Construction Costs

Task 4 - Bidding Phase:

- 4.1 Attend Pre-bid Meeting.
- 4.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents.
- 4.3 Conformed Contract Documents
 The Engineer will 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 will 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:

- 5.1 ENGINEER shall attend the Pre-Construction Meeting.
- 5.2 ENGINEER shall visit Project sites during construction as needed to answer questions from Program Manager, CITY's Resident Project Representative, or CONTRACTOR, for a maximum of five (5) construction site visits.
- 5.3 ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the Contractor. 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 Program Manager. 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 will review Contractor's construction submittals through Project Management Information System (PMIS) to determine if items meet specification and project requirements.
- 5.6 ENGINEER shall prepare Final Record Drawings using the guidelines under the City Utilities Standards Manual Final Record Drawings GR10. City Utilities Engineering will provide two sets of project drawings designated for recording changes and deviations from the original project drawings to the contractor. Record drawings will be produced based on the record of work provided by the contractor and Resident Project Representative (RPR) to City.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by November 20, 2017 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

<u>SCHEDULE</u>	<u>DATE</u>
Notice to Proceed Issued	November 20, 2017
Preliminary Design Phase I (30% Submittal)	March 23, 2018
Preliminary Design Phase II (60% Submittal)	June 15, 2018
Final Design Phase	July 25, 2018

E. OPTIONAL ADDITIONAL SERVICES

CONTINGENCY TASKS (but not specifically limited to):

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

- Furnish to the Program Manager the proposed soil boring location plan prior to commencement. Assume a minimum of six (6) holes.
- Upon written authorization from Program Manager, and negotiation of satisfactory fees:
 1. Attend any public meetings as requested by the Program Manager.

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. 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 Emily Grabill, P.E.

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 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 \$ 283,290 as summarized in attached Attachment 1.

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

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 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, and shall include the employee name and title of all staff billing to project.
- 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

Design Phase – (Tasks 1 through 3)

For Services outlined in Tasks 1 through 3 a not to exceed fee of: \$ 226,344

Bidding Phase - (Task 4A)

For Services outlined in Task 4A a not to exceed fee of: \$ 7,680

Construction Phase – (Task 5)

For Services outlined in Task 5 a not to exceed fee of: \$ 29,266

Contingency Allowance - As authorized by PM

For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of: \$ 20,000

TOTAL NOT TO EXCEED FEE: \$ 283,290

*Fee based upon six soil borings at a maximum depth of 30-feet

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION

RATE

1. Payment of actual hourly rates for services rendered by ARCADIS-US employees working directly on the Project. Hourly rates will be in accordance with the following schedule:

EMPLOYEE/SERVICE DESCRIPTION

RATE

Officer	\$246.00/hr
Sr. Associate	\$236.00/hr
Associate	\$203.00/hr
Sr. Project Engineer – Grade 6	\$182.00/hr
Project Engineer - Grade 5	\$153.00/hr
Project Engineer - Grade 4	\$132.00/hr
Engineer – Grade 3	\$124.00/hr
Engineer – Grade 2	\$115.00/hr
Engineer – Grade 1	\$ 99.00/hr
Technician – Grade 8	\$161.00/hr
Technician – Grade 7	\$138.00/hr
Technician – Grade 6	\$124.00/hr
Technician – Grade 5	\$109.00/hr
Technician – Grade 4	\$101.00/hr
Technician – Grade 3	\$ 79.00/hr
Technician – Grade 2	\$ 65.00/hr
Technician – Grade 1	\$ 57.00/hr

“Onsite” rates apply to services provided utilizing City of Fort Wayne offices.

“Offsite” rates apply to services provided utilizing ARCADIS U.S. offices.

2. Payment for reimbursable costs will be invoiced at cost. These items may include, but not limited to: shipping charges; printing services; or traveling and lodging expenses, as required, to perform project duties. Mileage for travel will be billed at the IRS business rate per mile for automobile.

CITY OF FORT WAYNE, INDIANA

ARCADIS-US
(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: _____ Name: _____

Address: _____ Address: _____

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

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

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

Name: _____ %

Name: _____ %

Vendor Disclosure Statement
00 45 52 - 1

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).

1. WPCP Primary/Secondary Treatment Process Upgrades
2. On-Call Water Utility Program Assistance
3. Asset Management Assistance
4. 3RPORT Tunnel Planning and Design
5. Design and Construction Management Services
6. Master Specification Development Services

Vendor Disclosure Statement
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7. Facility, Sewer and Storm Engineering Assistance
8. Raw Water Pump 2 & 4 Planning and Design
9. On-Call Sewer Rehabilitation Services
10. WPCP Pond Fiber East Network Ring
11. On-Call Stormwater Design Services

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: _____

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;

Vendor Disclosure Statement
00 45 52 - 3

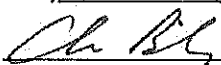
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year 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

ARCADIS-US
(Name of Vendor)

130 West Main Street, Suite 23, Fort Wayne, IN
Address
(260) 204-5521
Telephone
Chris.Breinling@arcadis.com
E-Mail Address

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

Name (Printed) Chris Breinling Title Senior Engineer
Signature  Date Oct. 4, 2017

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

Vendor Disclosure Statement
00 45 52 - 4

CITY OF FORT WAYNE, INDIANA

ARCADIS-US
(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.

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Name: _____ Name: _____

Address: _____ Address: _____

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

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

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

Name: _____ %

Name: _____ %

Vendor Disclosure Statement
00 45 52 - 1

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):

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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).

1. WPCP Primary/Secondary Treatment Process Upgrades
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3. Asset Management Assistance
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5. Design and Construction Management Services
6. Master Specification Development Services

Vendor Disclosure Statement
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7. Facility, Sewer and Storm Engineering Assistance
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11. On-Call Stormwater Design Services

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

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

Yes _____ No X

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Name / Position / Payment Terms:

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Section 4: CERTIFICATION OF DISCLOSURES

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Vendor Disclosure Statement
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- 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.

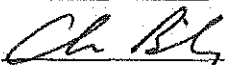
The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

ARCADIS-US
(Name of Vendor)

130 West Main Street, Suite 23, Fort Wayne, IN
Address
(260) 204-5521
Telephone
Chris.Breinling@arcadis.com
E-Mail Address

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

Name (Printed) Chris Breinling Title Senior Engineer

Signature  Date Oct. 4, 2017

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

Vendor Disclosure Statement
00 45 52 - 4

Interoffice Memo

City Utilities
Engineering

Date: **October 12, 2017**

To: Common Council Members

From: Emily Grabill, Engineering Associate, City Utilities Engineering

RE: Contract Title: Quimby Village – Vesey Ave. Drainage Improvements W.O. #83566

Consultant Selected: Arcadis U.S., INC.

Contract Value: \$283,290.00

The consultant shall provide: Professional engineering services including a topographic survey, conceptual layout and design of drainage features, production of engineering drawings and specifications, and bid and construction phase assistance for the Quimby Village – Vesey Ave. Drainage Improvements.

Project Description: The Quimby Village – Vesey Ave. Drainage Improvement project will provide flood control during large wet weather events and reduce stormwater from entering the sanitary system. These objectives will be achieved through the design and construction of detention basin facilities, installation of storm sewer and structures, and relocation of current storm outfalls.

Implications of not being approved: Continued large-scale flood fighting efforts during heavy wet-weather events along with residential and commercial drainage issues.

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 8 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 Arcadis U.S., INC. 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 October 11, 2017.

Funding: The Professional Services Agreement (PSA) will be funded by 2017 Storm Bond.

Council Introduction Date: October 24, 2017

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File