

BILL NO. S-17-10-14

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - HESSEN CASSEL ROAD STORMWATER IMPROVEMENTS-PHASE II - WO #83626 - (\$208,140.00) 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 SERVICES AGREEMENT - HESSEN CASSEL ROAD STORMWATER IMPROVEMENTS-PHASE II - WO #83626 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 the design, bid assistance, and design services during construction for the Hessen Cassel Stormwater Improvements - Phase II Project;

involving a total cost of TWO HUNDRED EIGHT THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS - (\$208,140.00). 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

("Hessen Cassel Road Stormwater Improvements-Phase II")

83626 - WD

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

A&Z ENGINEERING, LLC (ENGINEER)

1220 Ruston Pass
Fort Wayne, Indiana 46825
260-485-7077
260-485-7071 (fax)

Who agree as follows:

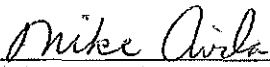
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). Engineer shall be authorized to commence the Services upon execution of this Agreement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

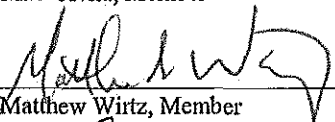
APPROVALS

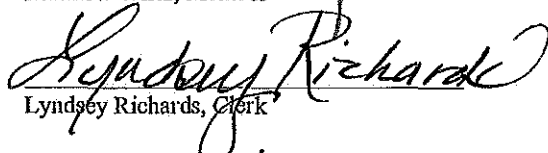
APPROVED FOR CITY

BOARD OF STORMWATER MANAGEMENT

BY: 
Robert P. Kennedy, Chair

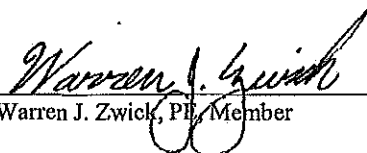
BY: 
Mike Avila, Member

BY: 
Matthew Wirtz, Member

ATTEST: 
Lyndsey Richards, Clerk

DATE: 10/11/17

APPROVED FOR ENGINEER

BY: 
Warren J. Zwick, PE, Member

DATE: September 27, 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

Provide engineering, bidding and construction related services for the installation of storm sewers, swales, green infrastructure, detention, water quality basins and sidewalks within the Hessen Cassel stormwater corridor area (Phase II – 1100 feet south of Paulding Road south approximately 7500 feet to City Limits). Project shall be coordinated with Public Works.

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.
- 1.2 Attend a Kickoff meeting with City staff at City's office.
- 1.3 Attend two (2) review meetings – *proposed* to occur at the end of Preliminary Design Part I and after completion of Preliminary Design Part II. These meetings are held at the Program Manager's office.
- 1.4 Keep the minutes of the Kickoff and Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 - Preliminary Design

Phase I (30% submittal)

- 2.1 Research City documents for existing mapping, utility information, as-built drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
- 2.2 Identify major utilities and their approximate location from Utility maps.
- 2.3 Check conflicts with any other proposed projects in the immediate area.
- 2.4 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2.5 Engineer shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.
- 2.5a 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.

- 2.5b 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.
- 2.6 Prepare preliminary site drawings. Engineer shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information). *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.*
- 2.7 Draft or "Red Line" the Engineer's recommended horizontal route onto the preliminary site drawings.
- 2.8 Prepare a list of required permits needed for the proposed project improvements.
- 2.8a Engineer shall determine if wetlands are present at any of the proposed detention basin locations and perform a routine wetland delineation. All routine wetland delineation services shall be performed in accordance with the Corps of Engineers 1987 Wetland Delineation Manual (Department of the Army Technical Report Y-87-1) and the applicable regional supplement to the Wetland Delineation Manual. Routine Wetland Delineation Services shall include:
- a. Gather available secondary source data including, but not limited to, topographic and/or USGS quadrangle maps, National Wetland Inventory Maps, NRCS soil surveys, aerial photographs, FEMA flood maps and various documents and maps that may be available from the State, County or local public agencies.
 - b. Perform on-site reconnaissance to establish observation points for each representative aquatic and upland community by either the site traverse or transect techniques and collect vegetation, hydrology and soil data from each observation point for use in determining jurisdictional wetland locations and for delineating the wetland/upland boundaries. Paired data sheets will be prepared for each wetland identified describing typical wetland and upland conditions.
 - c. Delineate wetland/upland boundaries and mark boundaries in field by survey flagging tapes.
 - d. Survey the delineated wetland/upland boundary and observation points using Differential Global Positioning System (DGPS) technology.
 - e. Prepare a wetland delineation report which includes an introduction of the project intent and purpose of the wetland investigation, methods used to perform the delineation, results, discussion of findings, conclusions and literature cited. A wetland delineation drawing/map will also be

- attached showing the surveyed boundary. In addition, an appendix containing data sheets and photographs of the wetlands will be included.
- f. Conduct an investigation to determine if the waterways impacted fall within the definitions of "Waters of the U.S." or "Waters of the State." The findings should be included in the Wetland Delineation Report for submittal to USACE and IDEM.
- g. Prepare Preliminary Jurisdictional Determination (PJD) form.
- h. Review findings with CITY.
- i. Conduct on-site delineation verification meeting with USACE.
- j. Wetland mitigation requirements are an additional scope item.

- 2.8b Review the proposed storm sewer and detention basin system per Hessen Cassel Drainage Study. 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.
 - 2. Review and update a delineation of the storm sewer sheds for the storm sewer and detention basin service area using the survey and other available GIS data and incorporate into the final layout of the storm sewer and detention basin system.
 - 3. Design the new storm sewer and detention basin system with a level of service per Chapter 6 Storm Sewers of the City Utilities Design Standards Manual.
 - 4. 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.
 - 5. Determine the final lengths and sizes using the final layout.
 - 6. The final layout will need to be verified and coordinated with City Utilities Engineering.
- 2.9 Determine the final location of the proposed improvements and any temporary or permanent easement, or right-of-way requirements. Property acquisition will 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.

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 13 each 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 12 each permanent easement plats and legal descriptions and 1 each boundary survey for acquisition parcel). 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 7.
- 2.10 Prepare draft outline of specifications in MF04 format.
- 2.11 Compute project quantities and estimate of construction costs in MF04 format including bid form.
- 2.12 Perform all associated coordination and work to obtain a geotechnical sub-consultant to perform soil borings and conduct geotechnical evaluation relative to pipe bedding, trench backfill, bedrock depth, subsurface conditions at tunneling or boring and jacking sites, dewatering and sheeting/shoring issues all in accordance with good Engineering practices. Engineer shall provide to the Program Manager a boring areas plan indicating required soil borings along pipe alignment and any areas of special interest prior to performing any geotechnical work. All work and the proposed location plan shall be approved by the Program Manager prior to commencement.

Engineer shall provide soil-boring/testing services for a maximum of two (2) borings with a maximum depth of 10 feet each for proposed detention basin.

- 2.13 Furnish one copy of the Preliminary Design -- Phase I (30% submittal) Drawings in PDF and DWF format to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

Phase II (60% submittal)

- 2.14 Resolve any utility conflicts.
- 2.15 Preliminary Design Phase II (60% submittal) 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	3
Plan (and Profile) Sheets	15
Cross Sections	30
Constructed Wetland Layout	2
Erosion Control Plan Sheets	10
Special Detail Sheets	2
Typical Detail Sheets	2
<u>Structure Data Sheets</u>	<u>3</u>
TOTAL	68

- 2.16 Prepare and submit required permits to regulating agencies. Required permits estimated are as follows:
1. Allen County Soil Water Conservation District - Rule 5 Erosion Control Plan (SWPPP) / IDEM -- Notice of Intent
 2. USACE 404 Permits / IDEM 401
- 2.17 Prepare draft specifications in MF04 format.
- 2.18 Compute project quantities and estimate of construction costs in MF04 format including bid form.
- 2.19 Submit draft Preliminary Design Documents to Program Manager for review and approval.
Preliminary Design Submittal: (2 Complete Sets)
Preliminary Design Drawings
Summary of Project Quantities w/estimated construction costs.
- 2.20 Upon approval of 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.

Task 3 -- 95% Preliminary Design & Final Design (95% and Final submittal)

- 3.1 Prepare 95% preliminary & final specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards.
- 3.2 Complete a quality control review of the draft Contract Documents.
- 3.3 Prepare 95% preliminary & final design drawings. Incorporate comments received during the review meetings and routings.

- 3.4 Update summary of project quantities with estimated construction costs for both 95% preliminary and final design.
- 3.5 Submit 95% Preliminary & Final Design Documents to Program Manager for review and approval.
 - 95% Preliminary Design & Final Design Submittal (2 Complete Sets)
 - 95% Preliminary Design & Final Design Drawings
 - 95% Preliminary Design & Final Summary of Project Quantities w/est. construction costs
 - 95% Preliminary Design & Final Design Bidform
 - 95% Preliminary Design & Final Design Project Technical / Supplemental Specs.
 - Approved Permits
- 3.6 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.

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

- 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. The construction phase services shall include the following:

- 5.1 Engineer shall attend pre-construction meeting.
- 5.2 Engineer shall review shop drawings, Requests for Information (RFIs) and other construction submittals provided by the contractor for compliance with Contract Documents, as requested by CITY. The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Assumed twenty five (25) each shop drawing submittals and ten (10) each RFI Reviews included. 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. Engineer shall also evaluate and determine the acceptability of substitute materials proposed by the Contractor. Engineer shall utilize the City of Fort Wayne's Project Management Information System (PMIS) document management system for construction management.
- 5.3 Engineer shall be available for site visits for a maximum of five (5) during construction and shall assist City in answering contractor questions. Site visits shall be made only at the request of the City and as Engineer's budget allows.
- 5.4 Engineer shall be available via conference call for Construction Progress Meetings. Attending a construction progress meeting shall be only at the request of the City.

5.5 Record Documents

The Engineer shall prepare a final record drawing for the project based on information from the Contractor and Resident Project Representative. The drawing shall be prepared in accordance with the City Utilities Design Manual CADD Standards Chapter 3 – Submittals. Engineer shall submit one (1) electronic version of Record Project Drawings in both PDF and Autodesk file format.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by mid-October 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>
Preliminary Design Phase I	01/12/18
Preliminary Design Phase II	03/09/18
Preliminary Design 95% Phase	04/27/18
Final Design Phase	05/25/18
Bidding Phase	05/25/18 – 07/06/18
Construction Phase	07/06/18 - TBD

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.

- Attend additional meetings as needed to review and discuss the project.
- Attend up to two (2) public meetings 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.
- Perform site visits to assist Program Manager in resolution of design or construction problems.
- Upon written authorization from Program Manager, and negotiation of satisfactory fees:

Wetland Mitigation

1. Prepare wetland mitigation plan; construction documents and specifications for incorporation into permit application and project plan set. Construction documents shall include grading plan, planting plan, materials list, details, specifications, permit requirements, monitoring and management plan.
2. Mitigation Area post construction monitoring and management, as required by regulatory agencies.
3. Site meetings with ACOE beyond jurisdictional determination and/or out of the ordinary contact and coordination with regulatory, permitting and reviewing agencies during the delineation and permitting process.

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 Charles Cochran or other City appointed representative.

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 \$ 208,140.00 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: **\$ 178,080.00**

Title Search	\$500 each
Easement Plat and Legal Description	\$1350 each
Boundary Survey for Acquisition Parcel	\$5700 each

Bidding Phase - (Task 4)

For Services outlined in Task 4 a not to exceed fee of: **\$ 7,350.00**

Construction Phase - (Task 5)

For Services outlined in Task 5 a not to exceed fee of: **\$ 12,710.00**

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 : **\$ 10,000.00**

TOTAL NOT TO EXCEED FEE: \$ 208,140.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

Classification	Invoice Rate
Principal / Senior Project Manager	\$ 140.00
Senior Project Engineer / Senior Project Surveyor / Senior Consultant	\$ 108.00
Senior Engineer / Senior Surveyor / Senior Designer	\$ 98.00
Engineer / Surveyor / Designer	\$ 88.00
Senior Technician* / Senior Inspector*	\$ 83.00
Technician* / Inspector*	\$ 73.00
Administrative*	\$ 68.00
One Person Survey Crew	\$ 110.00
Two Person Survey Crew	\$ 140.00

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).

Maplecrest Rd Ph II – Rdwy Design	PO 14640024-000	Shan Gunawardena	04-24-2014
Huffman-Putnam – Sewer Design	WO 76114	Paul Powers	05-21-2015
Coldwater Rd Rehab – Rdwy Design	PO 15640020-000	Shan Gunawardena	05-22-2015
Kramer Ditch Drainage Study	WO 83509	Ann Marie Smrchek	12-21-2016
2017 On-Call Surveying & Drafting	PO 17905009-000	Nathan Baggett	01-25-2017
On-Call Inspection	PO 17905007-000	Mike Kiester	02-07-2017
Liberty Mills Trail Ph II – Trail Design	WO 0167R	Dawn Ritchie	03-03-2017
Ardmore Ave – Rdwy Design	WO 0184N	Shan Gunawardena	03-14-2017
Airport Business Ctr Stm Wtr-Drainage	WO 83536	Ann Marie Smrchek	06-21-2017

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

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).

Pending proposal _____

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

Yes ☐ No ☒

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)

1220 Ruston Pass Fort Wayne IN 46825

Address

260-485-7077

Telephone

warren@az-engineering.net

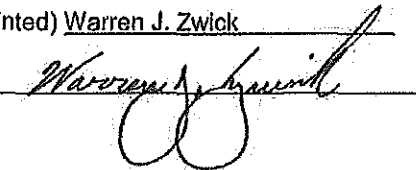
E-Mail Address

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 09/27/17

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: **October 12, 2017**
To: Common Council Members
From: Charlie Cochran, Designer, City Utilities Engineering
RE: **Contract Title: Hessen Cassel Stormwater Improvements – Phase II W.O. #83626**

Consultant Selected: A & Z Engineering, LLC.

Contract Value: \$208,140.00

The consultant shall provide: Professional engineering services to provide the design, bid assistance, and design services during construction for the Hessen Cassel Stormwater Improvements – Phase II Project.

Project Description: The drainage along Hessen Cassel Road is in need of improvements. The Project is to construct new stormwater facilities which will provide stormwater relief and improve drainage and stormwater quality along Hessen Cassel Road (from East Paulding Road to south City Limits). Sidewalks will also be installed along the corridor.

Implications of not being approved: Continued street flooding and residential and commercial flooding. The current condition of the storm sewer infrastructure needs improved. This storm sewer project is essential to alleviate flooding and provide safe passage for pedestrians.

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 four 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 A & Z Engineering for this project and also finds their not-to-exceed fee to be the best value. The Board of Stormwater Management approved the contract on October 11, 2017.

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

Council Introduction Date: October 24, 2017

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File