

BILL NO. S-19-08-31

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT, LUDWIG ROAD RELOCATION: OAKBROOK PKWY TO COLDWATER RD - WORK ORDER #0040A - \$548,980.00 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, LUDWIG ROAD RELOCATION: OAKBROOK PKWY TO COLDWATER RD - WORK ORDER #0040A - \$548,980.00 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 relocation of Ludwig Rd between Oakbrook Parkway and Coldwater Road in northern Fort Wayne. The project will include a new roundabout at the intersection of Oakbrook and Ludwig and a new signalized intersection at Coldwater Rd and the new section of roadway. The new road section shall be a 2-lane except where turn lanes are required. Roadway improvements will be designed as a conventional street but with curb and gutter, sidewalk and trail infrastructure, and street lighting.

involving a total cost of FIVE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED EIGHTY AND 00/100 DOLLARS - (\$548,980.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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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



FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

Ludwig Road Relocation: Oakbrook Pkwy to Coldwater Rd

Action Requested:

Requesting an Ordinance approving the Professional Services Agreement, WO#0040A Ludwig Road Relocation: Oakbrook Pkwy to Coldwater Rd between A&Z Engineering and the City of Fort Wayne, IN in connection with the Board of Public Works.

Note: The request for proposals was sent to all interested consultants and we received 2 proposals. These proposals were reviewed and scored by city guidelines and A&Z Engineering was selected as the most responsive firm through the use competitive sealed proposals process. The contract, including the set rates for each service, has been reviewed and approved by the Board of Public Works.

Description and Scope of the Work:

Project will involve the relocation of Ludwig Rd between Oakbrook Parkway and Coldwater Road in northern Fort Wayne. The project will include a new roundabout at the intersection of Oakbrook and Ludwig and a new signalized intersection at Coldwater Rd and the new section of roadway. The new road section shall be a 2-lane except where turn lanes are required. Roadway improvements will be designed as a conventional street but with curb and gutter, sidewalk and trail infrastructure, and street lighting.

**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES**

Ludwig Rd Relocation Project- Oakbrook Parkway to Coldwater Road ("PROJECT")
Work Order #0040A

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
Suite 210, Citizens Square
200 East Berry Street
Fort Wayne, IN 46802

and

A&Z ENGINEERING, LLC ("ENGINEER")

1220 Ruston Pass
Fort Wayne, IN 46825
260-485-7077
260-485-71 (Fax)

Who agree as follows:

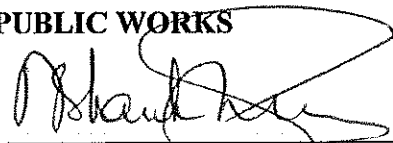
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement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

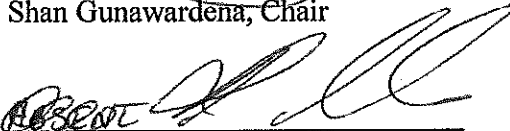
BOARD OF PUBLIC WORKS

BY:



Shan Gunawardena, Chair

BY:



Kumar Menon, Member

BY:



Mike Avila, Member

ATTEST:



Michelle Fulk-Vondran, Clerk

DATE:


8.6.19

APPROVED as to legality and form

APPROVED FOR ENGINEER

A&Z ENGINEERING, LLC

BY:



Jamal Anabtawi, PE, Member

ATTEST:



Warren Zwick, PE, Member

DATE:

06/28/2019

PART I

SERVICES

A. GENERAL

ENGINEER shall provide the CITY professional engineering services in the design phase of the PROJECT. These services will include serving as CITY'S professional representative for the PROJECT; providing professional engineering consultation and advice, and furnishing civil, environmental and other customary design services incidental thereto.

B. PROJECT DESCRIPTION

Project will involve the relocation of Ludwig Rd between Oakbrook Parkway and Coldwater Road in northern Fort Wayne. The project will include a new roundabout at the intersection of Oakbrook and Ludwig and a new signalized intersection at Coldwater Rd and the new section of roadway. The new road section shall be a 2-lane except where turn lanes are required. Roadway improvements will be designed as a conventional street but with curb and gutter, sidewalk and trail infrastructure, and street lighting.

1. Roadway

Roadway shall be reconstructed with 10-12 foot travel lanes with turn lanes where required. The method of construction shall be recommended by the ENGINEER based on a visual and testing evaluation of the existing condition. Road alignment shall generally follow the proposed alignment presented in RFQ 2019-01 with grade changes to accommodate the drainage method chosen and where needed changes provide better cross road drainage and needed to accommodate the chosen roundabout. Pavement shall be designed to City of Fort Wayne Arterial Roadway specifications as a minimum. The roundabout shall be a single lane roundabout of some form as determined by modeling by the Engineer. The minimization of ROW acquisition shall be factor in selection of the configuration of the roundabout.

2. Drainage design

Engineer shall perform a watershed area and drainage review to determine if any new storm sewers are needed along with sizing and inlet spacing. All runoff shall be directed to either Sumner Drain to the South or Miscellaneous Drains via the existing storm sewer system, or to the open drainage swales along Coldwater Rd. Dry detention alternative shall be reviewed due to airport restrictions. All drainage analyses and calculations shall be done in accordance with City Utilities Engineering Design Standards Manual and Master Specifications. All stormwater facilities details shall be in accordance with the aforementioned documents. All drainage calculations and analyses shall be submitted for review by City Utilities Engineering. The post-design conditions shall be shown to be equal to or less than the pre-design conditions.

3. Landscape architecture

Engineer shall provide landscaping plan which includes street trees and other recommended plantings of the available green spaces in conjunction with any green alternatives included in the

project scope. All plantings and trees shall be coordinated with City of Fort Wayne Parks Department Arborist, ROW Landscape Manager and Landscape Architect.

4. Green infrastructure

Green infrastructure initiatives shall be incorporated into the design which will be aimed at capturing/reducing runoff as well as treating the first 1-inch of rainfall on site prior to discharge to any drain or storm sewer. Engineer shall recommend green infrastructure alternatives to the City with costs and benefits including **maintenance** costs. City encourages creative ideas provided they do not pose significant maintenance issues. Prior to development of details, the Engineer shall provide recommended green infrastructure alternatives to the City for discussion. These options may be in the form of samples images, renderings, technical drawings, or specifications such that City staff can fully understand the proposed ideas. These ideas shall be presented along with initial and recurring costs and a recommendation will be made to the City. City staff will evaluate and select a recommended plan as proposed or with possible revisions. Engineer shall complete the design of the selected green infrastructure initiatives once all revisions have been evaluated.

5. Traffic signals, lighting, signs and pavement markings

Engineer shall incorporate the modification and addition of traffic signals within the project limits as necessary to provide PROWAG compliance (including audible signals) and amber flashing arrows where protected permissive movements currently exist. Street lighting shall be layout will be provided by the city using City product standards. The engineer shall coordinate the layout with the other project items and complete the electrical service locations, sizing and conduit routing. The design shall include plans, details, and voltage drop calculations. All signage and pavement markings shall be included in the design. Pavement markings are to be epoxy paint on both asphalt pavement and concrete pavement.

6. Utility coordination

Engineer shall coordinate with all existing utilities. While all efforts are to be made to minimize relocation of utilities, if necessary Engineer shall coordinate the development of relocation plans. It is not required to fully follow the INDOT utility coordination process. The Engineer shall also include the design of a single duct bank system along the entire project corridor to accommodate both the City's needs and the needs of the communications utilities in the project area.

7. Public participation

Engineer shall participate in no less than two public meetings, and shall develop an appropriate number of perspective renderings and other visual aids to illustrate the proposed project design. These meetings will be held at a location near the project limits or at Citizen's Square.

8. Right-of-way

Right-of-way related services shall include right-of-way engineering, T&E reports, and APA's. ROW acquisition will be accomplished by City personnel. The engineer shall also provide a registered land surveyors prepared legal description and plat for each of the permanent and

temporary right-of-way parcels being acquired for the project based on state statute – not federal aid project requirements.

9. Maintenance of traffic

Engineer shall develop maintenance of traffic plans such that two-way traffic will be maintained on Coldwater Rd as well as access to all public streets and properties shall be maintained at all times during construction. No more than two legs of the roundabout shall be closed at the same time during the construction of the roundabout.

10. Permitting

Engineer shall coordinate, apply on behalf of the city, and track to obtaining all necessary permits prior to completion of design services. Required permits as follows:

1. IDEM – Section 401 Water Quality Certification (WQC)
2. USACE Section 404 Nationwide Permit
3. IDEM – Rule 5 Permit
4. INDOT – Road Cut Permit

C. SCOPE OF WORK

The duty of the ENGINEER is to design approved improvements; develop construction drawings, specifications and special provisions. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The tasks identified for this project are provided in Attachment 1 – Scope of Services Fee Proposal. The ENGINEER shall develop and provide the following services associated with those tasks:

Project Schedule and Review Meetings

- 1.1 Prepare and update quarterly the project design schedule.
- 1.2 Keep the minutes of the Review and Coordination Meetings and distribute these minutes within 7 days of the Review Meeting.

Data Collection and Field Survey

- 2.1 Research CITY documents for existing mapping, utility information, as-built drawings, information management system and other pertinent data. (City will provide available information)
- 2.2 Identify utilities and their apparent 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)

- 2.5 Complete a field survey including the approximate topographic survey limits include: 1100 feet along Ludwig Road, 2000 feet for the new Ludwig Road alignment; at intersection of Coldwater Road and relocated Ludwig Road/Elderberry Drive and along Coldwater Road for future left-turn Lanes, new drive from Northrop High School parking lot to the new alignment of Ludwig Road, and existing drive from parking lot to Coldwater Road and Oakbrook Parkway.
1. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location.
 2. Send out survey notices to all property owners within the project area. All survey notices shall be approved by Client prior to distribution.
 3. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. A local ground coordinate system will be established and tied to the East Zone of the Indiana State Plane Coordinate System, NAD83(2011).
 4. Set temporary bench marks within the project limits such that elevation datum can be reestablished during construction.
 5. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation.
 6. Re-establish existing roadway alignments from plans for previous projects provided by others if available.
 7. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from the Allen County Recorder's Office.
 8. The survey data collected will include sufficient vertical and horizontal detail to map the existing utilities, structures, walks, pavements, signs, vaults, and other features, as evidenced by facilities at the ground surface and marks, by others. The horizontal interval for collecting survey data will be approximately 50 feet.
 9. The general limits of wooded or landscaped areas will be delineated. The mapping of individual trees or bushes in this area will be considered an additional service.
 10. Prepare and record a Location Control Route Survey Plat (LCRS Plat). The LCRS Plat will define the survey alignments and relate them to the sectionalized land system. The LCRS Plat will be recorded in the Allen County Recorder's Office.

Preliminary Design Stages

Develop and submit preliminary design plans at 30%, 60% and 90% design stages as follows:

- 3.1 Prepare existing site drawings. (See Transportation Engineering Services, Drafting Standards)
- 3.2 Provide a utility location plan indicating apparent conflict areas.

- 3.3 Address apparent utility conflicts.
- 3.4 Compile additional data as needed.
- 3.5 Advise CITY of need for additional data relative to exploratory digs, pavement cores, soil borings and geotechnical evaluation issues all in accordance with good engineering practices. Provide a plan indicating recommended exploratory digs, pavement corings, soil borings and any areas of special interest prior to performing work. Fee for additional data work proposed shall be approved prior to commencing with the work.
- 3.6 Determine the final location of the proposed improvements, any permanent or temporary right-of-way or easement requirements.
- 3.7 Select construction materials and products to be used on this project after review with the City.
- 3.8 Prepare Preliminary Design Drawings and submit two (2) paper sets of plans and one (1) electronic version of the project drawings (AUTOCAD version 2018 and PDF) for each design phase. Incorporate all design improvements.
- 3.9 Prepare outline of specifications or reference standard specifications to supplement CITY standards.
- 3.10 Prepare estimate of quantities and estimate of construction costs.
- 3.11 Attend Preliminary Design Review Meetings with each submittal.
- 3.12 Attend two public meetings to present and solicit public input on project.
- 3.13 Comments received from each design submittal shall be addressed with the next submittal.

Final Design

- 4.1 Prepare draft specifications for the improvements, including special provisions and necessary details to supplement CITY standards.
- 4.2 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 4.3 Update summary of project quantities.
- 4.4 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped plans, itemized bid, special provisions and itemized engineers estimate and electronic version of the project drawings (AUTOCAD version 2018 and PDF) and documents (Microsoft WORD).

Bidding

- 5.1 Attend Pre-bid Meeting.

- 5.2 Respond to questions from bidders and manufacturer representatives during bidding as requested by CITY. Responses requiring additional information or clarification not found within the bid documents shall ONLY be addressed by addendum.
- 5.3 Prepare addenda responses, as needed to interpret, clarify or expand bid documents. CITY to issue addenda.
- 5.4 Review tabulated bids and make recommendation regarding construction contract award to the CITY.

Construction

- 6.1 Attend the pre-construction meeting.
- 6.2 Provide design clarifications to the contractor as requested by the City.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by August 16, 2019 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DAYS</u>
Field Survey	60
Preliminary Design	270
Right of Way Engineering	90
Final Design	30
Bidding	30

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 electronic copies of existing CITY utility maps, aerial maps and contour maps that are readily available.

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 ~~Shan Gunawardena~~,
City Engineer. **PATRICK ZAHARAKO**

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.

PART III

COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – SERVICES of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$548,980.00 as summarized in attached Attachment 1. Please note that there is a \$30,000 work allowance included in the engineering fee for this project.

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 – Employee Hourly Rate Schedule. All reimbursable costs incurred for the Project will be invoiced at actual cost.

Payment for outside consulting and/or professional services such as Geotechnical, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER plus ten percent (10%) for administrative costs. The ENGINEER will obtain written CITY approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. ENGINEER shall invoice CITY monthly for SERVICES **completed** at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.
- b. CITY shall pay ENGINEER within 30 days of receipt of valid 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 Street, Suite 490
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding ENGINEER's performance under this Agreement shall expire one year after Project Completion.

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:
http://www.cityoffortwayne.org/utilities/images/stories/docs/consent_decree/Consent_Decree.pdf

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the CITY, ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the service contemplated by the Agreement

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 Drive Fort Wayne 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 _____ 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 76114/83712	Ann Marie Smrchek	05-21-2015
2019 CUE On-Call Survey & Drafting	PO 18905032-000	Nathan Baggett	12-11-2018
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
Hessen Cassel Ph II Stm Wtr-Drainage	WO 83626	Charlie Cochran	12-08-2017
2019 FW On-Call Survey & Drafting		Patrick Zaharako	01-08-2019
2019 FW On-Call Permit		Patrick Zaharako	01-08-2019

Dupont Trail RW Engineering WO 0279R
2019 CUE Stm Wtr Engineering On-Call

Dawn Ritchie 04-19-2019
Charlie Cochran 06-18-2019

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

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

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

Yes _____ No x_____

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: n/a _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;

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

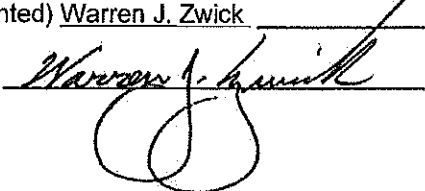
The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

A&Z Engineering, LLC
(Name of Vendor)

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 08/12/19

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

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

Ludwig Rd Relocation: Oakbrook Pkwy to Coldwater Rd

RFPs & BIDS

Bid/RFP #	0040A
Awarded To	A&Z Engineering
Amount	\$548,980.00
Conflict of interest on file?	X Yes <input type="checkbox"/> No
Number of Registrants	2
Number of Bidders	2
Required Attachments	Vendor Disclosure Form, Common Council Supplemental, Signed PSA

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	N/A

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	0040A
Sole Source/ Compatibility Justification	N/A

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	Yes X No <i>If no, explain below</i>
If not lowest, explain	Selection based on Competitive Sealed Proposal process with selection based upon overall score and best value

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	
	PLEASE SEE COMMON COUNCIL SUPPLEMENTAL

REQUEST FOR SUSPENSION OF RULES

<i>Provide justification if prior approval is being requested.</i>	
	N/A

FUNDING SOURCE

<i>Account Information.</i>	
	CEDIT