

BILL NO. S-21-07-19

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - DESIGN SERVICES - COLDWATER RD. WIDENING - E. DUPONT RD. TO UNION CHAPEL RD. ("PROJECT") - WORK ORDER #0417A - NOT TO EXCEED \$1,332,565.00 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 - DESIGN SERVICES - COLDWATER RD. WIDENING - E. DUPONT RD. TO UNION CHAPEL RD. ("PROJECT") - WORK ORDER #0417A - 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: Engineer shall provide City professional engineering services in the design phase of the Project to construct additional travel lanes on Coldwater Road between E. Dupont Rd. to Union Chapel Rd., which will include pedestrian facilities within the corridor. These services include survey, urban street design with curb and gutter, storm sewers, pedestrian facilities meeting ADA compliance, street lighting and urban landscaping. It also includes utility coordination, geotechnical, permitting and right-of-way engineering & plan development. The project is planned to be constructed in two phases and bid through the Board of Public Works in 2023 and 2025;

involving a cost not to exceed ONE MILLION THREE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED SIXTY-FIVE AND 00/00 DOLLARS - (\$1,332,565.00). 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
DESIGN SERVICES**

Coldwater Rd. Widening – E. Dupont Rd. to Union Chapel Rd. ("PROJECT")
Work Order # 0417A

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
Ph 260-485-7077
Fax 260-485-7071

Who agree as follows:

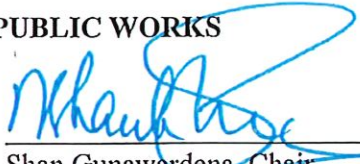
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement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

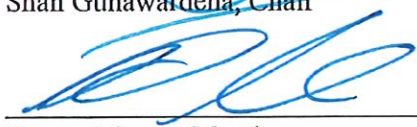
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

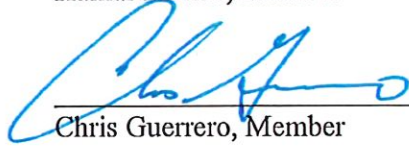
BY:


Shan Gunawardena, Chair

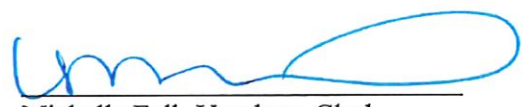
BY:


Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:

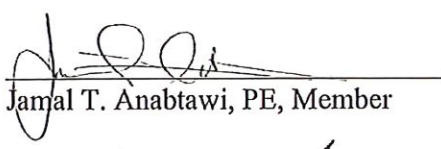
7-20-2021

APPROVED as to legality and form

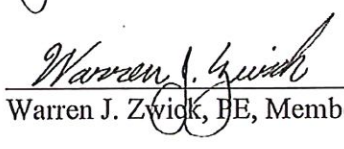
APPROVED FOR ENGINEER

A&Z ENGINEERING, LLC

BY:


Jamal T. Anabtawi, PE, Member

ATTEST:


Warren J. Zwick, PE, Member

DATE:

June, 11, 2021

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

The Project will include a combination of typical three (3), four (4) and five (5) eleven (11) foot travel lanes where needed along Coldwater Road from E. Dupont Road north to approximately 550 feet north of Union Chapel. **Roadway will be designed as an urban street incorporating context sensitive design principles and include curb and gutter, storm sewers, pedestrian infrastructure, street lighting, street trees. The City of Fort Wayne's Complete Streets (Resolution 103-11-2-16-2) design approach should be utilized on this project.** A small structure may need to be extended or 2 pedestrian bridges installed to cross the Allen County Roy Delagrang Drain to accommodate the road widening with sidewalks. It is anticipated that additional right-of-way will be needed for this project. All right-of-way engineering will need to be included as part of these engineering services. Land acquisition services will be performed by City of Fort Wayne personnel. It is also anticipated that permitting will need to be completed for the project. The project will be bid through the Board of Public Works. The project will be designed as one project with the project split into two complete separate sets of final design and bidding documents.

1. Roadway & Sidewalk Design

Roadway shall be reconstructed with 11-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 stay the same except grade changes to accommodate the drainage method chosen and where needed changes can provide better crossroad drainage. Pavement shall be designed to City of Fort Wayne Arterial Roadway specifications as a minimum.

Sidewalks will be placed on either side of the new corridor and will need to be incorporated into the project design. To accommodate the new sidewalks crossing the Allen County Roy Delagrang Drain, either the existing small structure will need extended or 2 pedestrian bridges will need to be added on both sides of the road. During the design phase, A&Z will work with the City on determining the most economical way to address the existing structure, review of cost effectiveness of either method and design will be a part of these design services.

ENGINEER will lay out street lighting per City provided locations. ENGINEER shall provide drafting, plan development, quantity, cost estimate and special provisions. ENGINEER shall also determine the service points and certifying the plans. The light poles will be City standard 30' decorative light pole.

2. Drainage

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 may be directed to either Roy Delagrang Drain, Hoffman #3 Drain or Roy #2 Drain via the existing storm sewer system, or to the open drainage swales along Coldwater Rd. Stormwater release rates will need to be determined to the Allen County Drains and identifying detention/in-line storage needs will need to be addressed as a part of this project. **Some of the drainage systems already have limitations and will need to be coordinated with the Allen County Surveyor's Office.** 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 and Allen County Surveyor's Office. The post-design conditions shall be shown to be equal to or less than the pre-design conditions.

The only water main that would need to be replaced/lowered would be due to conflicts with the new stormwater system. The fire hydrants may also need to be extended to accommodate the road widening. All water main design shall be done in accordance with City Utilities Engineering Design Standards Manual and Master Specifications. All water main design shall be submitted for review by City Utilities Engineering. Water main design will be included in the Optional Additional Services since the scope of water main design is undetermined and will be more defined after SUE, utility coordination and drainage design are completed during plan development.

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.** Species selection of street tree species to be determined by the City, at a later date, and installed under separate contract.

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, 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. 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. APS/ADA/Crossing Upgrades need to be completed and coordinated at the following locations along Coldwater:

- Dupont –NW corner to the NE corner & NE corner to the SE corner (Dupont Trail is completing the SE to SW crossing and the SW to NW crossing is already completed)
- Mill Lake – All four corners will need updated APS but only the SE to SW corners & NE to SE corners will need ADA
- Windwillow – Signals will be in place for development and APS/ADA will be needed for the intersection as a part of the widening project. Three crossing will need to be included within the scope. (The developer will be responsible for including the SW to NW corner crossing in their signal plan.)
- Union Chapel – SE corner to SW corner (Allen County is putting in the other three crossings with the Union Chapel Trail project)

6. Utility coordination

Engineer shall coordinate with all existing utilities. Engineer shall prepare a Subsurface Utility Engineering (SUE) plan and coordinate the development of utility relocation plans for the project. While all efforts are to be made to minimize relocation of utilities, it is not required to fully follow the INDOT utility coordination process.

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, right-of-way plans, and APA's for 60 parcels. ROW acquisition will be accomplished by City personnel.

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.

10. Permitting

Engineer shall obtain all necessary permits prior to completion of design services. Required permits as follows:

1. Army Corps of Engineers (ACOE) - Section 404
2. IDEM – Section 401 Water Quality Certification
3. IDEM – Rule 5 Erosion Control Plan
4. Allen County – Regulated Drain
5. IDNR Construction in a Floodway

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. These meetings are bi-weekly project meetings with the City during design and any utility coordination meetings.
- 1.3 The ENGINEER shall manage the activities described in Scope of Work among the project team members. The ENGINEER's project manager (PM) will be in charge of overall project management in addition to being the CITY's direct link to the design team for issues concerning administration and technical execution. The PM will be responsible for coordinating the activities of all SUBCONSULTANTS and acting as liaison between professional and any outside agencies and/or groups. The PM will also be responsible for maintaining schedule and budget.

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 ground (field) survey required for preparation of design plans in general conformance with the requirements of the Indiana Department of Transportation Design Manual, Chapter 106, Aerial/Ground Survey. Necessary field survey to include:
 1. Complete topographic survey data along Coldwater Road from Dupont Road north to 800 feet north of Union Chapel for a distance of approximately 8800 feet, along Union Chapel Road for a distance of 800 feet from the centerline of Coldwater Road each way along Union Chapel Road for a total distance of approximately 1600 feet, along Mill Lake Road, Mardego Parkway, Marcelle Drive, Valley O Pines Parkway, Badiac Road, Candelwood Way, Windrift Lane, Willowind Trail, Misty Court, Laddie Lane street approaches for a distance of 200 feet from the centerline of Coldwater Road for a total distance of approximately of 2400 feet, along Roy Delagrang Drain for a distance of 200 feet upstream and downstream, and offsite from Coldwater Road to Roy #2 Drain and Hoffman #3 Drain for a distance of 500 feet each for a total of 1000 feet.
 2. Send out survey notices to all property owners within the project area. All survey notices shall be approved by CITY prior to distribution.
 3. The survey width on Coldwater Road will be 10-feet beyond the apparent Right of Way or a maximum width of 70 feet on either side of the centerline of Coldwater Road. The survey width of all side streets (Mill Lake Road, Mardego Parkway, Marcelle Drive, Valley O Pines Parkway, Badiac Road, Candelwood Way, Windrift Lane, Willow Wind Trail, Misty Court, Laddie Lane) will be 10-feet beyond the apparent Right of Way or a maximum width of 40 feet of either side of the centerline of the roadway.
 4. Establish and reference temporary benchmarks at each end of the project and at approximately 1,000-foot intervals along the alignment (maximum of ten).
 5. Verify the existing Right of Way for all streets within the proposed improvements. Subdivision plats and recorded documents pertaining to the Right of Way will be obtained from the Allen County Recorder's Office. Field crews will search for existing Right of Way monuments, existing lot corner monuments, and property corner monuments. Field evidence and recorded documents will be analyzed to

establish the existing Right of Way lines for the subject streets. Property lines and owner's names will be extracted from the Allen County and City of Fort Wayne GIS. Existing Right of Way will be field verified and adjusted accordingly by searching for and locating property corners throughout the project limits and making comparisons with recorded documents.

6. Provide information regarding existing known surface utilities and subsurface utilities marked in the field by each respective utility owner.
7. Provide sufficient horizontal control points for the contractor to re-establish the construction centerline (maximum 30 control points).
8. Alignment points will be staked and witnessed at 500-foot intervals and at the PC, PI, and PT of curves.
9. A Location Control Route Survey will be performed for the length of the project in accordance with IAC 865 Rule 12 "Land Surveying Competent Practice" and the Indiana Department of Transportation Design Manual, Chapter 85, Right of Way Plans Preparations.
 - a. The Location Control Route Survey will be used to provide a basis for the acquisition Right of Way for the project.
 - b. The Location Control Route Survey will be recorded in the Office of the Recorder of Allen County, Indiana.
 - c. The alignments of Coldwater Road, Union Chapel and 14 east-west side street alignments are included.
 - d. Relevant section and quarter section corners will be located for Sections 27, 28, 33 and 34, Perry Township, Allen County, Indiana.

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.
1. The existing street approaches along Coldwater Road (within the project limits) will be resurfaced and widened or reconstructed with 2-foot curb and gutter installed to the back of the radii in accordance with the standard CITY street approach construction details for an approximate total length of 100 feet measured from the centerline of Coldwater Road.
 2. The pedestrian facilities on Coldwater Road will be improved and comply with current accessibility standards. Proposed sidewalk (5) feet wide with a six (6) foot wide tree lawn along both sides of Coldwater Road from Dupont Road to Union Chapel. Provide connection and ADA curb ramps at all street approaches and subdivision intersections.
 3. All drive approaches located within the project limits will be designed in accordance with the CITY Standard Drawings for Residential and Commercial Drives.
 4. The pavement design shall be in accordance with City of Fort Wayne Arterial Roadway specifications as a minimum. The ENGINEER shall submit final pavement design(s) for approval by the CITY.
 5. Prepare traffic and pedestrian signal plans at the following locations:
 - a. Signal modification for pedestrians at Coldwater Road and Dupont Road
 - b. Signal modification for pedestrians at Coldwater Road and Mill Lake Road
 - c. Signal modification for added lanes and pedestrians at Coldwater Road and Willowind Trail (at future new signal by developer at Coldwater Commons)
 - d. Signal modification with pedestrian signals at Coldwater Road and Union Chapel
 6. ENGINEER shall coordinate the development of utility relocation plans for the project. Utility Coordination includes notifying all affected utilities in the project corridor, coordination and meetings with affected utilities during design, reviewing relocation plans, managing the schedule for utility relocation work, report the progress of utility relocation work to the CITY. Construction observation services is not part of this scope of work.
 7. Engineer shall prepare a Subsurface Utility Engineering (SUE) plan and coordinate with the utility coordination for the project. The location of utilities will utilize SUE practices at all levels but only targeting the critical utilities for Level A. The project SUE Level A effort assumes 20 each potholes for the project.
- 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. Prepare draft 90% final specifications for the improvements, including special provisions 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 Assist with Public Participation using an Allowance to provide the following services:
 - 1. Attending two public meetings to present and solicit public input on project. These meetings will be held at a location near the project limits or at Citizen's Square. The CITY will be responsible for setting up these meetings.
 - 2. Assist in preparing recommended responses to the comments received as part of the public involvement process.
 - 3. Prepare up to four (4) 2D perspective renderings and other presentation visual aids including a colorization plan strip map and power point presentation to illustrate the proposed project design.
- 3.13 Comments received from each design submittal shall be addressed with the next submittal.
- 3.14 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. Final maintenance of traffic plans shall be designed for each respective final design Phase 1 and 2 drawings dependent on each phase construction limits.
- 3.15 The ENGINEER shall provide Right of Way engineering services in accordance with Indiana Department of Transportation Design Manual, Chapter 109, Right of Way, INDOT Right of Way Engineering Manual, Dated August 1998 with revisions including but not limited to the following:
 - 1. Prepare and provide a set of Right of Way plans. This work includes:
 - a. Placement of existing parcel lines and encumbrances from title reports
 - b. Calculations to determine stations, offsets and placement on plans
 - c. Changes in Right of Way based on parcel lines
 - d. Revise right of way plans for parcels previously approved by the CITY as a result of design changes requested by the CITY.
 - 2. Title Work
 - a. Provide a documented preliminary title search covering an interval of time including one valid transfer of fee title beyond a twenty-year period from the date of the search with an assumed number of 60 each title search reports. The CITY shall perform any title search update at the time of the Right of Way acquisition, if required.
 - 3. Provide legal descriptions for each parcel for acquisition purposes. It is assumed that each parcel will consist of one permanent and one temporary legal description.

Parcels requiring more than one permanent and one temporary legal description will be considered additional services. The descriptions shall be certified by an Indiana registered land surveyor.

4. Provide individual plats for each parcel. Each plat shall be certified by an Indiana registered land surveyor and include the following:
 - a. Total area before taking
 - b. Area of existing Right-of-Way; and
 - c. Area of all residue
 - d. No plat will be prepared for temporary parcels

Each parcel shall also include a cogo report, closure sheet, and area computation sheet.

5. Provide separate electronic folders with PDF files for each parcel containing information obtained from items 1 through 4 listed above for each parcel.
6. All Right of Way activities associated with this project shall be in accordance with INDOT's procedure. An estimated quantity of 60 each parcels has been assumed for this scope of work. A parcel is defined as a common owner with one or more contiguous lots/ parcels with each lot / parcel having a unique tax identification number. The quantity of parcels stated above is not intended to reflect the total number of unique tax identification numbers along the project corridor. Work on additional parcels, if requested by the CITY will be considered additional services. All activities and items associated with Right of Way Acquisition, including but not limited to appraising, review appraising, buying, relocation, Right of Way acquisition coordination and management services are not included in the current scope of work.

- 3.16 The ENGINEER shall provide an Appraisal Problem Analysis prepared by a review appraiser as approved by INDOT as follows:

1. Examine the R/W plans and determine the extent of the taking.
2. Perform an on-site inspection of each parcel requiring R/W acquisition.
3. Determine the type of appraisal needed for each parcel according to FHWA Regulations (49 CFR Part 24, dated March 2, 1989) and INDOT Real Estate Manual (March 2020).
4. Complete an Appraisal Problem Analysis form for each parcel to be acquired.
5. Appraisal Problem Analysis will include:
 - a. Parcel Number
 - b. Name of Owner
 - c. Size of Property
 - d. Amount of R/W to be acquired
 - e. Types of R/W to be acquired
 - f. Recommended Appraisal form
6. Transmit electronic PDF files of the completed report to the appropriate CITY official for review and approval.

- 3.17 Prepare a Green Infrastructure Alternatives Report to evaluate and determine which techniques may prove most effective as well as where these techniques may be utilized. This report will also include a cost benefit analysis to identify the greatest treatment benefit for dollars spent. Post construction maintenance as well as initial and recurring costs will be a driving factor in the selection, placement and design of these systems.
- 3.18 Perform green infrastructure design services conforming to Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document. This work includes design development, final stormwater calculations, preparation of construction documents, technical specifications and a final construction cost estimate.

Final Design

The project will be designed as one project with the project split into two complete separate sets of final design and bidding documents.

- 4.1 Prepare final specifications for the improvements for both Phase 1 and Phase 2, including special provisions and necessary details to supplement CITY standards.
- 4.2 Prepare final design drawings for both Phase 1 and Phase 2. Incorporate comments received during the review meetings and routings for both Phase 1 and Phase 2.
- 4.3 Update summary of project quantities for both Phase 1 and Phase 2.
- 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) for both Phase 1 and Phase 2.
- 4.5 The CONSULTANT shall prepare and submit the application and back-up documentation for the following permits:
 1. IDEM – Rule 5 Erosion Control Plan – Stormwater Pollution Prevention Plan (SWPPP)
 - a. Prepare a Notice of Intent Letter, Proof of Publication and a Project Location Map.
 - b. Prepare a Plan and Profile Sheets and Erosion Control Plan showing the location, dimensions and construction details of all Temporary Erosion Control Measures and of all Permanent Erosion Control Measures.
 - c. Provide maps, soil types, schedule when disturbed areas will be stabilized and specifications for permanent seeding.
 - d. Complete permit application form
 2. Army Corps of Engineers (ACOE) - Section 404
 3. IDEM – Section 401 Water Quality Certification
 4. Allen County – Regulated Drain
 5. IDNR Construction in a Floodway Permit

- a. It is expected that the culvert located approximately ½ mile south of Union Chapel Road will need to be modified or new pedestrian bridges will need to be added as part of the roadway widening.
- b. This culvert conveys flow on Roy Delagrang Ditch from west to east, and this waterway is mapped by FEMA with 100-year flood elevation and Regulatory Floodway defined. It is expected that a Construction in a Floodway permit will need to be obtained from the Indiana DNR. The proposed scope includes the hydraulic analysis and Construction in a Floodway permit submittal to the Indiana DNR.
- c. Based on current coordination with Indiana DNR floodplain management staff, it is understood that the State's interpretation of the federal regulations regarding impacts to the Regulatory Floodway is changing, and that designing to a "no rise" condition will likely be required to avoid a costly and lengthy FEMA CLOMR process.
- d. Scope is based on the assumption the recommended modifications will result in a "no rise" condition. A CLOMR submittal is not included in the scope.

Bidding

The project will be designed as one project with the project split into two complete separate sets of final design and bidding documents.

- 5.1 Attend Pre-bid Meeting for both Phase 1 and Phase 2.
- 5.2 Respond to questions from bidders and manufacturer representatives during bidding as requested by CITY for both Phase 1 and Phase 2. 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 for both Phase 1 and Phase 2. CITY to issue addenda.
- 5.4 Review tabulated bids and make recommendation regarding construction contract award to the CITY for both Phase 1 and Phase 2.

Construction

- 6.1 Attend the pre-construction meetings for both Phase 1 and Phase 2.
- 6.2 Provide design clarifications to the contractor as requested by the City for both Phase 1 and Phase 2.

Optional Additional Services

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

Cemetery Development Plan

Prepare a Development Plan Near Burial Ground (if required) per IC 14-21-1-26.5. A development plan for a governmental entity to disturb ground within one hundred (100) feet of a burial ground must be approved. A development plan of a municipality requires approval of the executive of the municipality.

Right-of-Way Staking

Provide in the field a stake-out (**one time only**) locating the new Right of Way line (including temporary and permanent Right of Way or Easements) for the partial takings included in all parcels. The stake-out shall be made using wooden hubs located at changes in bearing and other points necessary to show the location of the proposed Right of Way/Easement takings.

Water Main Design

Water mains within the project area may need to be lowered and extended due to the road widening. All water main design shall be done in accordance with City Utilities Engineering Design Standards Manual and Master Specifications. The only water main that would need to be replaced/lowered would be due to conflicts with the new stormwater system. The fire hydrants may also need to be extended to accommodate the road widening. All water main design shall be submitted for review by City Utilities Engineering. Water main design scope will be more defined after SUE, utility coordination and drainage design are completed during plan development.

Pedestrian Bridges Design

If the preferred method for providing new sidewalks crossing the Allen County Roy Delagrang Drain on both sides is pedestrian bridges, then two pedestrian bridge designs will be incorporated into the project design. The pedestrian bridges will be pre-fabricated with manufacturer and type determined 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 6, 2021 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>CALENDAR DAYS</u>	<u>ESTIMATED DATE(S)</u>
Field Survey	100	11/12/21
Preliminary Design	280	08/06/21 – 08/26/22

30% Preliminary Design	85	02/04/22
60% Preliminary Design	115	05/27/22
90% Preliminary Design	90	08/26/22
Right of Way Engineering (Phase 1)	90	09/30/22
Final Design (Phase 1)	60	09/30/22-01/06/23
Bidding (Phase 1)	30	03/01/23-06/01/23
Right of Way Engineering (Phase 2)	90	03/01/23-06/01/23
Final Design (Phase 2)	60	06/01/23-07/01/24
Bidding (Phase 2)	30	09/01/24-03/01/25

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 Patrick Zaharako, City Engineer.

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 \$1,332,565.00 as summarized in attached Attachment 1. Please note that there is a \$ 50,000 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, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

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_____

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).

2019 CUE On-Call Survey & Drafting	PO 18905032-000	Nathan Baggett	12-11-2018
Liberty Mills Trail Ph II – Trail Design	WO 0167R	Dawn Ritchie	03-03-2017
Airport Business Ctr Stm Wtr-Drainage	WO 83536	Ann Marie Smrchek	06-21-2017
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	Dawn Ritchie	04-19-2019
2019 CUE Stm Wtr Engineering On-Call		Charlie Cochran	06-18-2019
Ludwig Rd Extension	WO 0040A	Patrick Zaharako	08-06-2019
Maplecrest Rd - Const Admin	PO 20640050	Patrick Zaharako	07-14-2020
Ardmore-Airport Expwy Stm Wtr	WO 83794	Ann Marie Smrchek	03-09-2021

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes x_____ 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).

2021-2023 CUE Inspection Services Mike Kiester – pending

approval_____

- 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)

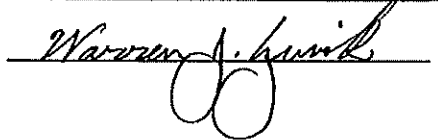
1220 Ruston Pass Fort Wayne IN 46825
Address
(260) 485-7077
Telephone
warren@az-engineering.net
E-Mail Address

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 07/20/2021

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

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: #0417A

Title of Ordinance: Coldwater Road Widening from E. Dupont Road to Union Chapel Road
Professional Services Agreement

Amount of Contract:

\$1,332,565.00 Not to Exceed (NTE) Professional Services Agreement with A&Z Engineering

Description of Project (Be Specific):

Professional Engineering Services for the design of additional travel lanes on Coldwater Road between E. Dupont Rd. to Union Chapel Rd., which will include pedestrian facilities within the corridor. These services include survey, urban street design with curb and gutter, storm sewers, pedestrian facilities meeting ADA compliance, street lighting and urban landscaping. It also includes utility coordination, geotechnical, permitting and right-of-way engineering & plan development.

The project is planned to be constructed in two phases and bid through the Board of Public Works in 2023 and 2025.

What Are The Implications If Not Approved:

Coldwater Road between E. Dupont Rd. to Union Chapel Rd. will continue to deteriorate in pavement condition and have traffic congestion within this corridor.

If Prior Approval Is Being Requested, Justify:

N/A

Additional Comments:

The Request for Qualifications (RFQ) was sent out to all interested consultants through the Board of Public Works Quest site and 3 proposals were received. Proposals were then received using the City's Competitive Seal Proposal (CSP) process and A&Z Engineering was selected as the most responsive firm. The agreement was approved by the Board of Public Works on 07/21/2021.