



February 21, 2023

Daryl McConnell, PLS  
Director of Engineering  
City of Auburn  
210 S. Center St., 2<sup>nd</sup> Floor  
Auburn, IN 46706

**Proposal to Provide Professional Engineering Services  
for the Baxter Street Water Main and Sanitary Sewer Replacement Project  
City of Auburn, IN.**

A&Z Engineering, LLC (A&Z) would like to thank you and the City of Auburn (CITY) for the opportunity to submit this fee proposal to provide Professional Engineering Design Services for the Baxter Street Water Main and Sanitary Sewer Replacement project within the Auburn corporate limits. The water main portion of the project consists of replacing the existing 4-in. water main that runs along both Baxter Street and 15<sup>th</sup> Street with a new 8-in main. It also includes the installation of new water services which will replace the existing services from the new main to new curb stops at or near the apparent Right-of-Way. The sanitary sewer portion of the project consists of replacing portions of the existing 8" VCP main with 8" PVC SDR-35 pipe, replacing sanitary manholes, and re-establishing sanitary sewer tap connections along Baxter Street. The work also includes selective topographic surveying, new water main design, new sanitary sewer design, maintenance of traffic scheme, permit applications, bidding phase services and construction phase services for the CITY. A&Z's proposed scope of work and fees are presented on the following pages.

**Scope of Work**

A&Z will provide the services of qualified and professional engineers, surveyors and designers to complete this scope of work. The anticipated scope of work includes the following tasks:

***Topographic Surveying***

- Perform a topographic survey of the full right-of-way of Baxter Street from the north curb line of 7<sup>th</sup> Street to the south right-of-way line of 15<sup>th</sup> Street (see attached Exhibit "E" for survey limits). Approximate length is 1,600-ft.
- Perform a topographic survey of the full right-of-way of 15<sup>th</sup> St. from the west right-of-way line of Baxter St. to the centerline of Center St. (See attached Exhibit "F" for survey limits). Approximate length is 700-ft
- Indiana 811 utility locates will be ordered for both sites. It should be noted that 811 and their locators have not been responsive and/or marking public utilities for survey related projects.
  - The CITY will also call in 811 utility locates and GPS any unknowns and put in GIS.
- The City of Auburn will provide all horizontal and vertical control for the project. The City will set control points, bench marks and stationing for the entire route.

- Topographic survey horizontal datum will be Indiana State Plane – East Zone NAD 83 (2011), US Survey Feet.
- Topographic survey vertical control will be NAVD88.
- The topographical survey data will be collected at an approximate interval spacing of 50 feet within the survey limits and as required to define changes in grade.
- Contour line interval shown will be 1-foot.
- Prepare a Civil3D pipe network for the project area.
  - The City of Auburn will gather and provide all existing sewer structure data (sewer structures, pipe types, sizes, inverts, pictures, etc.) for the project areas.
  - The City of Auburn will gather and provide all measure downs for water main gate valves for the project area.
- Establish the location of visibly apparent structures, improvements, fences, paved areas, non-paved areas, curbs, sidewalks, crown of road, natural features, etc. within the survey limits.
- Locate the relevant portion of existing buildings and/or structural improvements within the survey limits.
- Locate isolated trees four (4) inches and over in diameter at breast height. In thickly and/or heavily wooded / brushy areas only the perimeter of the woods/brush will be established. Existing vegetation, landscaping, and planting areas shall be located.
- Show the location of all visibly apparent evidence of underground utilities (such as manholes, hatches, cleanouts, valves, handholes, transformers, gas meters, warning risers, gas valve, phone/cable pedestals, etc.)
- Show the location of all light pole, power poles and overhead utilities within the survey limits.

### *30% Design Documents*

- Kick-Off Meeting (1 Max)
- A&Z to prepare the following sheets:
  - Title Sheet
  - Index Sheet with control points and TBM list
  - 30% Plan and Profile Sheets, which include alignments suggested by CITY for both the new water main and new sanitary sewer, basic notes and initial construction detail sheets.
  - Standard Detail Sheet to be created with City of Auburn construction standard details as accessed from email link provided by City.
- A&Z will coordinate/meet with the Water Superintendent to identify water mains to be abandoned and where existing water services are to be reconnected. (1 Max)
- New water main routes will be determined based on available corridors allowing for the 10' rule from sewers and the least unobstructed route from trees, pole, etc.
- A&Z will coordinate/meet with the Water Pollution Control Superintendent to identify segments of sanitary sewer to be replaced and where existing sanitary taps are to be reconnected. (1 Max)
- Meet with City to review design and after receiving their comments move forward to the 60% design documents phase. (1 Max)

#### ***60% Design Documents***

- A&Z to prepare 60% design drawings including refined alignment, notes and construction detail sheets based on city review comments of 30% design documents.
- A&Z to prepare preliminary Maintenance of Traffic (MOT) scheme for project.
- Restoration Details for the connection of the water main within INDOT's R/W
- A&Z will prepare initial site restoration details from City of Auburn construction standards.
- Site restoration shall include/identify what is impacted by the water main and sanitary main design route trenches only (pavement trench repairs, sidewalk, ADA ramps and driveway repairs) to be provided to the City to be included with the City's Baxter Street Reconstruction CCMG project.
- A&Z to investigate any potential utility conflicts where relocations may be needed or where water main profile may need designed to avoid conflicts.
- A&Z to prepare draft bid specifications and construction cost estimates.
- Meet with city to review design, MOT, construction cost estimate, potential utility conflicts and after receiving their comments move forward to the 95%/100% bid documents phase. (2 Max)

#### ***95% Design/100% Bid Documents***

- A&Z to prepare 95% design drawings including both water main and sanitary sewer alignments and notes, final maintenance of traffic sheets, water main connection details, and construction detail sheets based on city review comments of 60% design documents.
- A&Z to provide updated construction cost estimate and bid documents including special provisions, bid form, Form 96, three (3) e-verify documents, providing ad to CITY for publishing in DeKalb Star, etc., required for contractor bidding.
- Meet with city to review 95% design and after receiving final review comments make changes to complete the 100% bid documents phase. (2 Max)

#### ***Utility Coordination***

- The CONSULTANT shall implement the INDOT **Utility Coordination** Process for this project. This work shall be in accordance with "*Title 105 of the Indiana Administrative Code Article 13*" and will include performing the roles of Designer, Surveyor, Utility Coordinator, and Consultant Project Manager as defined in *Indiana Department of Transportation Design Manual - Chapter 104, Utility Coordination* which 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 weekly progress of utility relocation work to the LOCAL

#### ***Permit Applications***

- Permits applications anticipated are:
  - INDOT Right of Way Occupancy Permit
  - IDEM Construction Permit for Public Water System – Notice of Intent (NOI)
- Permit applications will begin when the CITY is comfortable that applicable design will not change significantly.

- CITY will provide supplemental local information needed to complete draft applications.
- A&Z will prepare initial permit applications for the CITY to review and provide comments.
- CITY will pay any application or permit fees
- A&Z to submit all permits and address any regulatory comments.

#### *Bidding Services*

- A&Z to set up project in QuestCDN's online bidding system.
- Prepare advertisement for bids and email to City for publishing in local general circulation newspaper.
- A&Z to attend and conduct pre-bid conference, prepare and distribute minutes, address contractor's questions, prepare addenda as needed and post on QuestCDN online bidding system.
- A&Z to attend bid opening, review bid packages for completeness, prepare bid tabulation sheet, conduct contractor reference check if bidder not well known by CITY and A&Z, and prepare letter of recommendation to the Board of Works.
- CITY to issue Notice of Award, Agreement, Notice to Proceed to Contractor through Board of Works approval.

#### *Construction Administration*

- A&Z will provide construction administration services including conducting preconstruction conference (including Project Manager, Project Engineer and Inspector), prepare and distribute meeting minutes.
- A&Z will review shop drawings.
- A&Z will attend monthly progress meetings (assume four (4) meetings with one person), prepare meeting minutes, review monthly pay estimates and provide recommendation for payment.
- A&Z will conduct punch list walk through with CITY and Contractor, prepare punch list, prepare certificate of substantial completion, and Completion Affidavit.

#### **Project Limits**

- The water main route to be included for surveying and the water main design will be as shown on Exhibit "C" to the Proposal and listed below:
  - Baxter Street – 7<sup>th</sup> Street to 15<sup>th</sup> Street
  - 15<sup>th</sup> Street – Center Street to Baxter Street
- The sanitary sewer main as shown on Exhibit "D" to the Proposal and listed below:
  - Baxter Street – 7<sup>th</sup> Street to 15<sup>th</sup> Street

#### **GENERAL ASSUMPTIONS**

The following are assumptions that we have discussed that may or may not change:

- This scope of topographic survey work for this proposal does not include any work associated with boundary surveys, easement exhibits, vacation exhibits, right-of-way engineering, construction staking and/or floodplain mapping, analysis, and/or modeling.
- Assume open cut for both water main and sanitary sewer main installation.
- Water service lines to be bored to minimize pavement repair with a mole hammer machine or equal.



- Mains to be abandoned will be capped.
- Water Pollution Control will assist in factoring of existing utilities to determine location and elevation.
- The project will be awarded to the lowest Contractor responsive and responsible base bid amount.
- Three copies of the Bidder's bid documents will be required as part of the Bid requirements (Clerk Treasurer, Engineering Department and A&Z).
- City pays for advertisement for bids publishing costs.
- Both water main and sanitary sewer projects will be bid under one contract.

### **COMPENSATION**

No work under this Contract shall be performed by A&Z until a written notice to proceed (NTP) is received from the CITY.

A&Z shall receive as payment for the work performed under this Proposal at a Lump Sum Fee **\$50,390** for the professional engineering. A&Z will be invoicing for the work done monthly until work is complete and accepted by the CITY. A&Z shall be paid for the work performed under this Contract on a lump sum percentage completed basis in accordance with the following schedule:

Task Description	Fee
Topographic Survey	\$8,790
30% Design Documents	\$7,080
60% Design Documents	\$7,570
95% & 100% Plans and Bid Documents	\$8,580
Utility Coordination	\$3,550
Permit Applications	\$4,060
Bidding Services	\$5,760
Construction Administration	\$5,000
<b>Total</b>	<b>\$50,390</b>
Optional Construction Phase Services	\$10,000

Construction Phase services are also included on the current hourly billing rate basis plus reimbursable expenses listed in Exhibit B to Proposal, and as amended annually, for inspector, designer, Project Engineer or Project Manager for inspection or design services and only when requested by CITY. The not to exceed limit is set at \$10,000.

### **Services Not Included:**

The following services are not included in the A&Z's scope of services:

- Drainage Improvements
- Restoration items – roadway, sidewalk, curb ramp, curb, seeding, etc.
- New Sidewalks where none exist
- Right-of-Way or Easements Engineering



- Right-of-Way or Easements Acquisition
- Environmental Documentation
- Geotechnical Evaluation

**Optional Additional Services:**

A&Z will provide these services under the optional additional services per an hourly rate in this supplemental. Upon separate authorization additional services and tasks requested will be based upon actual hours worked and paid for at the hourly rate schedule of the various personnel listed in Exhibit "B" to Proposal and as amended annually.

**Schedule:**

- Topographic surveying field work will be completed within 6 weeks from receiving the Notice to Proceed from CITY. Tentatively April 21, 2023.
- The 30% design documents will be targeted for completion for CITY review and comments by June 23, 2023.
- The 60% design documents will be targeted for completion for CITY review and comments by August 25, 2023.
- The 95% design documents will be targeted for completion for CITY review and comments by October 13, 2023.
- 100% Plans and Bid documents will be completed and ready for advertising for bids by November 15, 2023 or earlier.

In Witness Whereof, CITY and A&Z have, through duly authorized representatives, entered into this Amendment. The parties having read and understand the foregoing terms of this Amendment do by their respective signatures dated below hereby agree to the terms thereof. All other conditions as set forth in the original contract and previously executed amendments shall remain in full force, except as herein modified.

Sincerely,  
A&Z Engineering, LLC

A handwritten signature in black ink, appearing to read 'Jamal T. Anabtawi', is written over a horizontal line.

Jamal T. Anabtawi, P.E.  
Member, Director of Business Development

We hereby authorize A&Z Engineering, LLC to proceed with the above professional services in accordance with this letter and the attached Terms and Conditions.

**City of Auburn, Indiana**

A handwritten signature in black ink is written over a horizontal line.  
Authorized Representative

3-7-23  
Date

cc: A&Z Project File

**Exhibit "A"**  
**A&Z Engineering, LLC**

**Standard Terms and Conditions for Professional Engineering Services**

**1. Professional Services & Fee**

- a. The professional services of A&Z are performed for a lump sum consistent with the scope of work described in the attached Proposal. If the scope of work changes during the progress of this project, A&Z will inform the Client of such change and will submit an estimated cost for such additional work. Upon approval by the Client of the change in scope and estimated cost, A&Z will proceed with the added work.
- b. A fee for an hourly rate services shall be all inclusive for the scope of work agreed upon under this agreement and paid for on an hourly rate according to A&Z current billing rates of the personnel assigned to the project plus reimbursable expenses times a factor of 1.1.
- c. All reports, drawings, specifications, manuals, visual materials, and other documents prepared by A&Z as instruments of service shall be the property of the Client. Such materials may be copyrighted by A&Z at the Client's discretion. A&Z will maintain in its possession all records related to a specific project up to 3 years from submitting its final product. A&Z shall not be responsible for any changes to the final electronic files once they are turned over to the Client. Client agrees to indemnify, defend and hold A&Z harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of A&Z's drawings and specifications, except on projects where A&Z has been retained to provide services.
- d. The Client recognizes that the site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data interpretations, and recommendations of A&Z are based solely on the information available. A&Z will be responsible for data it collects, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

**2. Standard of Performance**

A&Z will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the general time and place where the Services are performed.

**3. Expenses**

For those extraordinary expenses described in A&Z's proposal, the Client authorizes A&Z, to execute, on behalf of the Client's name, purchases and contracts for consultants; rental or purchase of special equipment; rental of external computers; expendable supplies; aerial mapping; other investigatory or exploratory work; and so forth. Such purchases or contracts shall be by negotiation unless bid invitation is specified in A&Z's proposal. Specialized equipment purchased with Client's approval specifically for the project will become the Client's property upon completion of the work. The Client will be invoiced for the purchase price and completion of the work. The Client will be invoiced for the purchase price and maintenance cost of such equipment or/and all extraordinary expenses at direct cost plus a 10 % surcharge.

**4. Invoicing/Payment**

- a. A&Z will submit to Client invoices periodically for portions of the work performed (but not more frequently than once per month) unless charges for such periods are minimal, in which event an invoice will be submitted when total charges exceed \$500.00 or when the work is completed, whichever occurs first. All invoice charges are based on U.S. dollars.
- b. Invoices are due within 30 days from date of invoice; all delinquent charges are subject to a service charge of 1-1/2 (1.5%) percent per month or a fraction thereof. Should payment due and unpaid by Client to A&Z, or any invoice within 45 days of the receipt of invoice, A&Z may, upon seven (7) days' written notice to Client, stop work and recover from Client payment for all work executed. In the event that A&Z must initiate collection for its fees and prevails in court, Client is responsible for A&Z costs of collection including reasonable attorney fees.

**5. Changed Conditions**

- a. A&Z will promptly notify the Client in writing if it discovers conditions or circumstances that were not contemplated at the commencement of this agreement. Subsequent to that notification, Client and A&Z will negotiate one of the following options:
  - i. If practicable, in the judgment of A&Z, the original scope of services will be completed in accordance with the procedures originally intended in A&Z's proposal for the services.
  - ii. The scope of services will be modified and the estimate of charges revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties.

**6. Insurance and Indemnification by A&Z**

- a. A&Z will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile Claims for bodily injury, death or property damage arising from negligent performance by A&Z and its employees for the services required by this agreement. A&Z carries public liability and property damage insurance (\$1,000,000 each occurrence/\$2,000,000 aggregate) and worker's compensation insurance. Certificates will be forwarded upon request. Within the limits of said insurance, A&Z agrees to indemnify and save the Client and its members, manager, officers, employees, agents and assignees harmless from and against any loss, damage, injury, or liability to the extent caused by the negligent acts, errors or omissions, intentional misconduct or breach of this agreement by A&Z, A&Z's employees, agents, subcontractors, and their employees or agents.
- b. A&Z will maintain errors and omissions/professional liability insurance in the amount of at least One Million Dollars (\$1,000,000).

**7. Indemnification by Client and A&Z**

- a. Client and A&Z agrees to indemnify and hold each other harmless, their agents, subcontractors, officers and employees from and against any and all losses to the extent caused by the negligent acts, errors or omissions, intentional misconduct or breach of this agreement by the Client, its employees, agents, subcontractors, and their employees or agents.

**8. Terms of Agreement**

- a. No modification or changes in the terms of the agreement be made except by written instrument signed by the parties.
- b. Either the Client or A&Z may terminate this agreement for convenience upon their (30 days) written notice delivered or mailed to the other party.
  - i. In the event of material breach of this agreement, the party not breaching the agreement may terminate it upon ten (10)



- days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination
- ii In the event of the termination, other than caused by a material breach of this agreement by the Client, A&Z, Client shall pay A&Z for all services and all expenses performed prior to the termination notice date
  - c A&Z and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this agreement
  - d This agreement shall be governed by the laws of the state of Indiana. Client and A&Z agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement
- 9 **Employment Eligibility Verification**
- a As required by IC § 22-5-1.7, A&Z swears or affirms under the penalties of perjury that A&Z does not knowingly employ an unauthorized alien. The A&Z further agrees that:
    - i. A&Z shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. A&Z is not required to participate should the E-Verify program cease to exist. Additionally, A&Z is not required to participate if A&Z is self-employed and does not employ any employees.
    - ii. A&Z shall not knowingly employ or contract with an unauthorized alien. A&Z shall not retain an employee or contract with a person that A&Z subsequently learns is an unauthorized alien.
    - iii. A&Z shall require his/her/its sub-consultants, who perform work under this Contract, to certify to A&Z that the sub-consultant does not knowingly employ or contract with an unauthorized alien and that the sub-consultant has enrolled and is participating in the E-Verify program.
    - iv. A&Z agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.
  - b The Client may terminate for default if A&Z fails to cure a breach of this provision no later than thirty (30) days after being notified by the Client

IN WITNESS WHEREOF the undersigned parties have hereunto set their hands and seals the date signed below, they being of lawful age and competent to do so in their representative capacities.

A&Z Engineering, LLC

Client: City of Auburn

By [Signature] 2/21/2023  
Authorized Member Date

By [Signature] 3-7-23  
Signature Date  
Mayor  
Title



### Exhibit "B"

#### A&Z Engineering, LLC 2023 Hourly Rate Schedule

Classification	Invoice Rate
Principal	\$ 185.00
Department Manager / Senior Project Manager / Senior Consultant	\$ 150.00
Senior Project Engineer / Project Manager	\$ 140.00
Senior Engineer / Senior Surveyor / Senior Designer / Senior Construction Supervisor	\$ 125.00
Engineer / Surveyor / Designer	\$115.00
Senior Technician / Senior Construction Inspector / Senior RPR	\$ 105.00
Technician / Construction Inspector	\$ 95.00
Administrative	\$ 80.00
Intern Technician / Intern Construction Inspector	\$ 75.00
One Person Survey Crew	\$ 135.00
Two Person Survey Crew	\$ 180.00

#### 2023 Reimbursable Expense Schedule

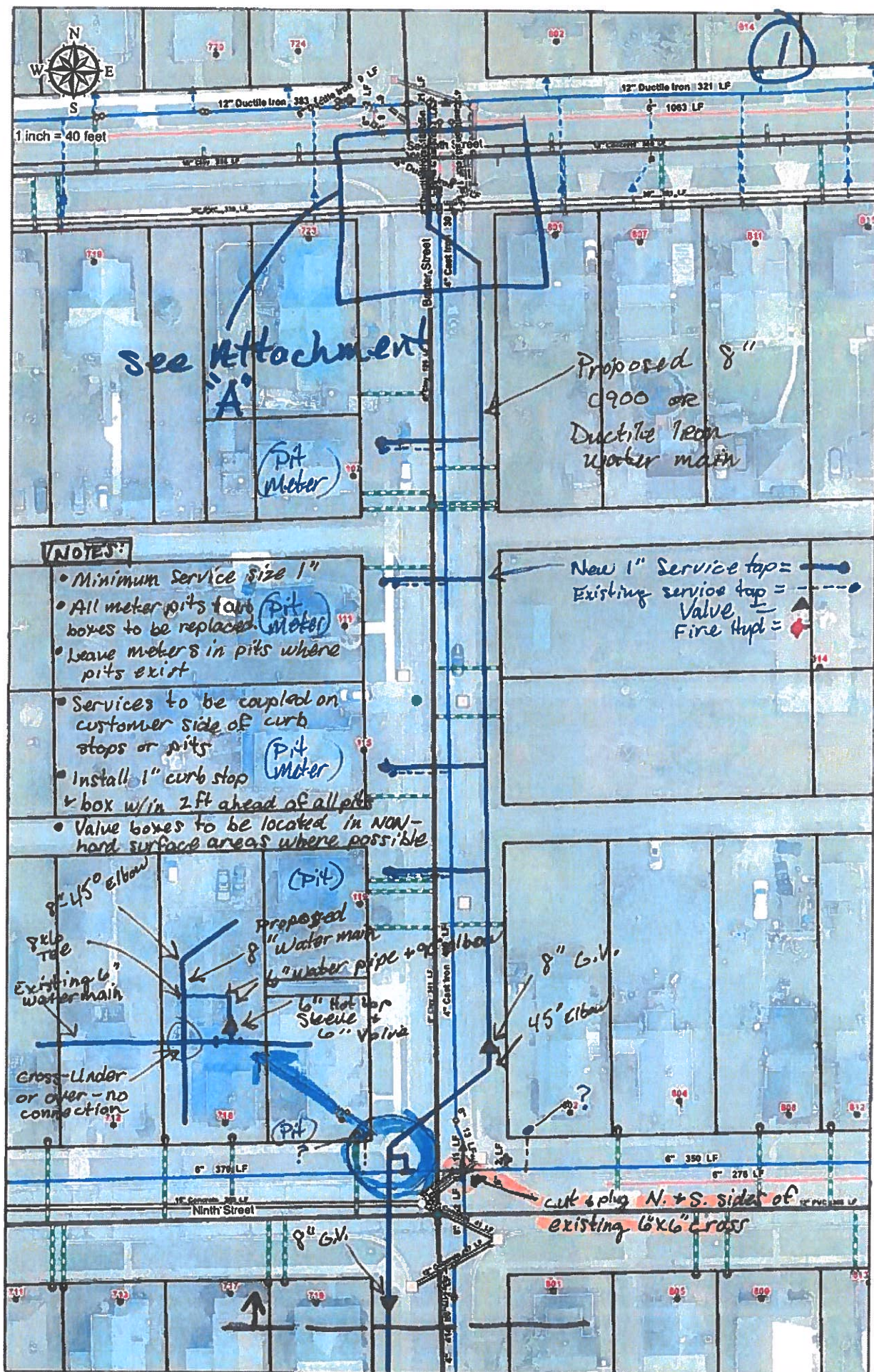
Expense Item	Expense Rate
Mileage	\$ 0.62/mile**
Photocopies	\$ 0.28/sheet (8.5x11)
Bond – AutoCAD plot	\$ 1.85/sheet (24x36)
Subconsultant Services	Cost + 10%

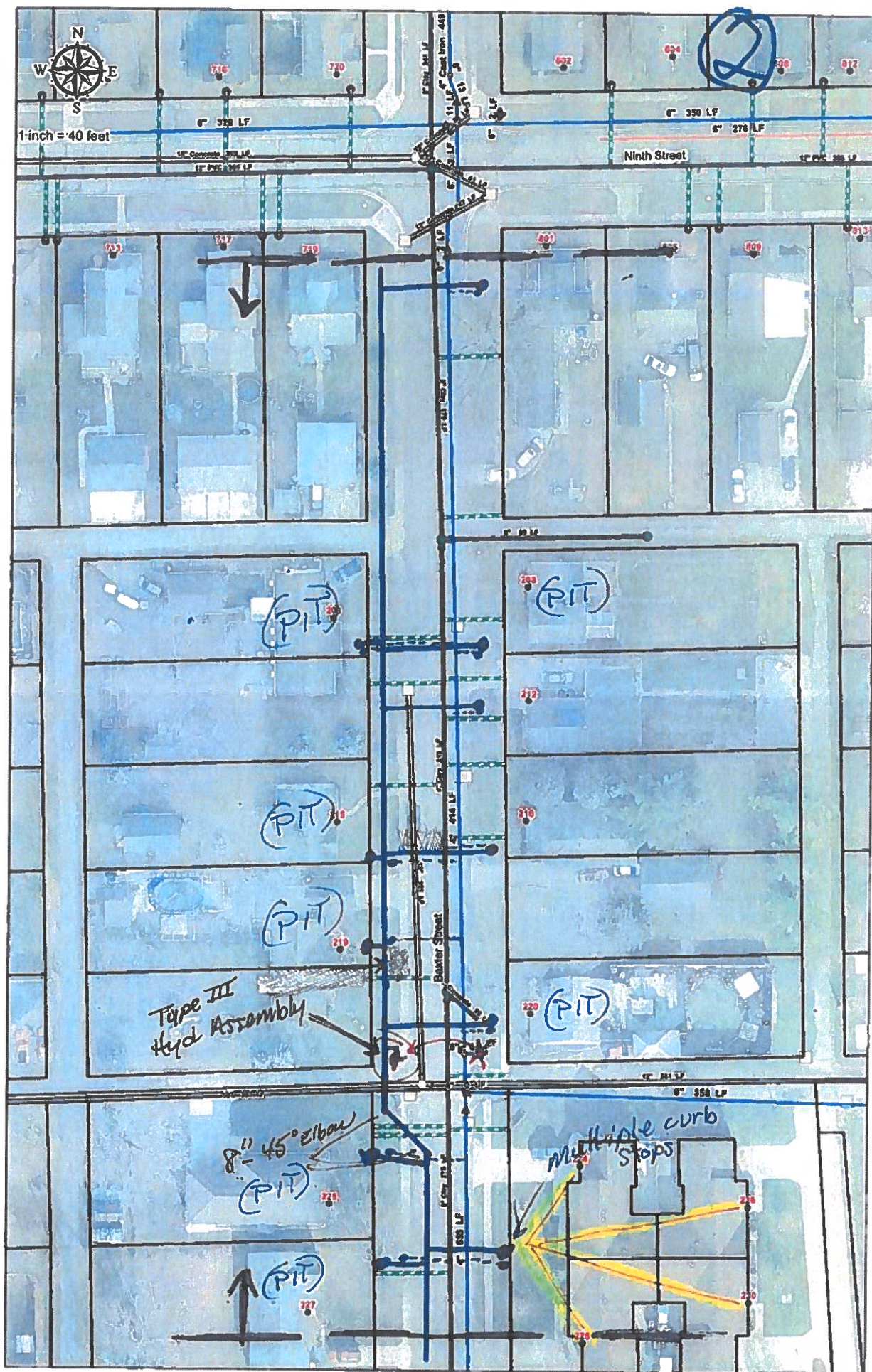
\*\* Or current IRS standard mileage rate

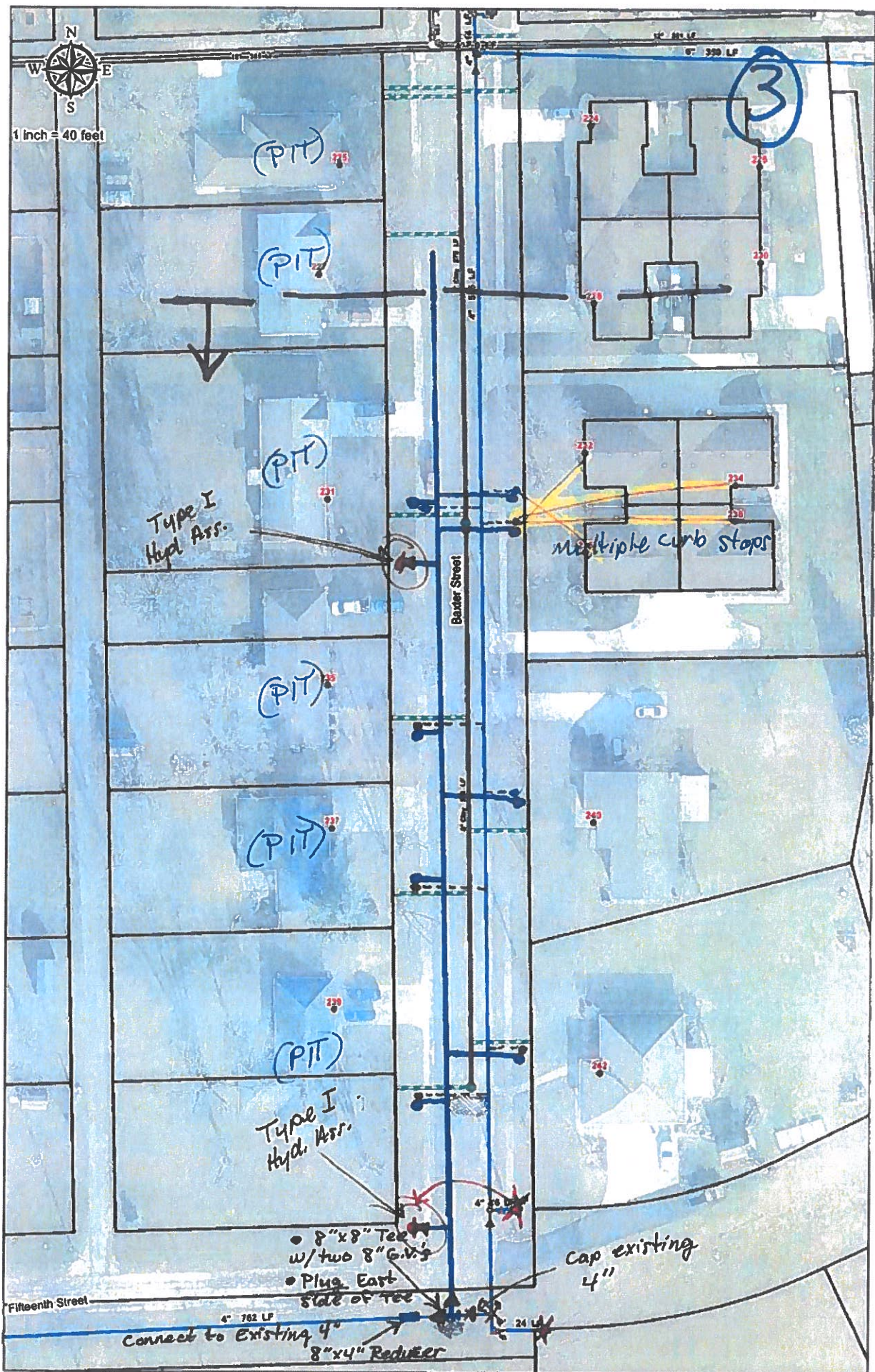
Rates are subject to revision on January 1, 2024.

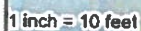


## **Exhibit “C”**

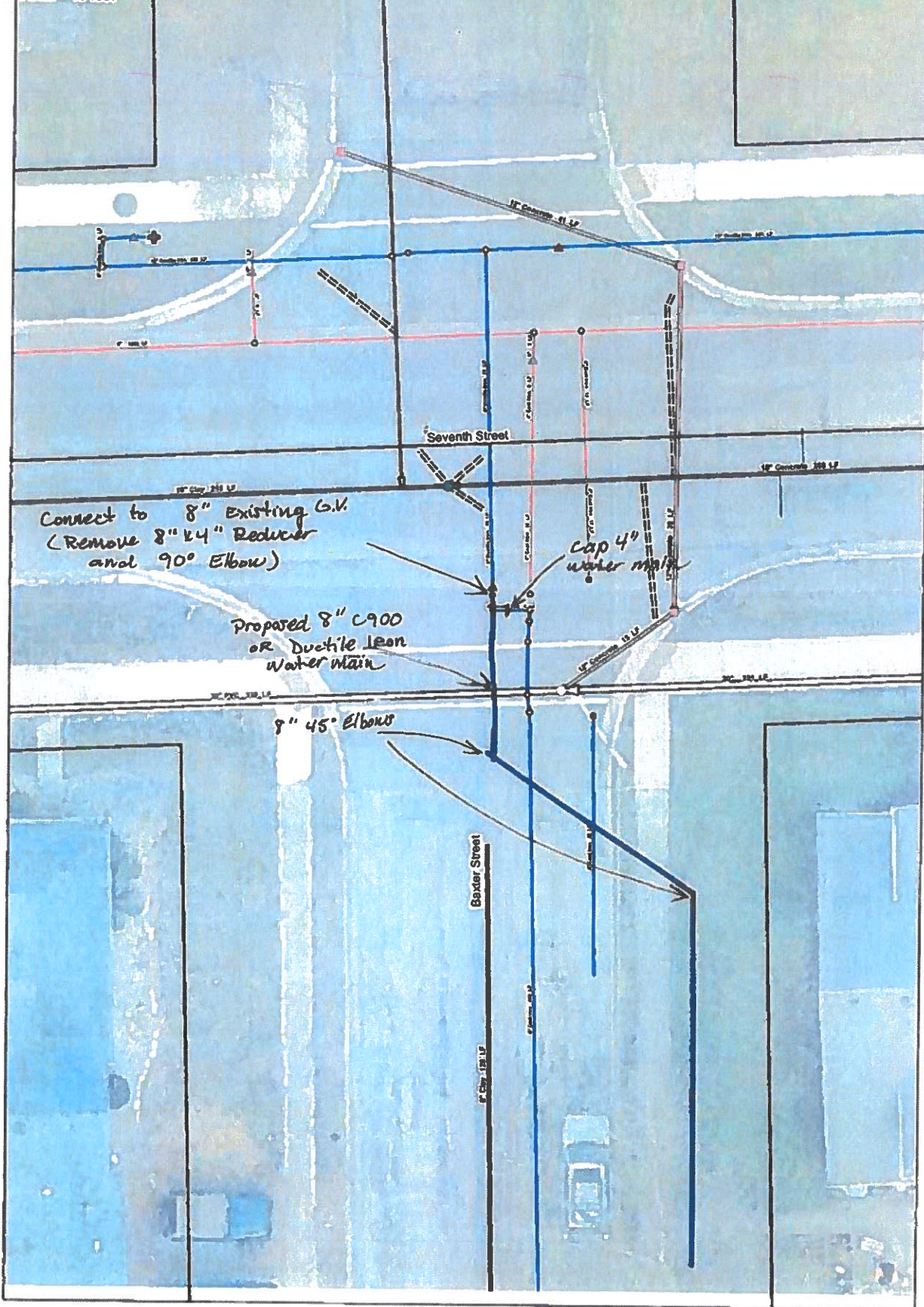








Attachment  
"A"









## **Exhibit “D”**





## **Exhibit “E”**



Google Earth

600 ft



## **Exhibit “F”**





## MAYOR'S OFFICE

260 925.5430 phone | 260 920 3340 fax | PO Box 506, Auburn, IN 46706 | [mayor@ci.auburn.in.us](mailto:mayor@ci.auburn.in.us)

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### NOTICE TO PROCEED

March 7, 2023

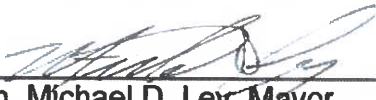
TO CONSULTANT:

A & Z Engineering, LLC  
1220 Ruston Pass  
Fort Wayne, IN 46825

PROJECT: **Baxter Street Water Main & Sanitary Sewer Replacement Project**  
City of Auburn, Indiana

You are hereby notified to proceed with the above referenced project and that Contract Time for the work for the above contract will commence to run immediately upon receipt of this Notice to Proceed. No later than that date, you are to start performing your obligations under the Contract Documents and in accordance with the stated Schedule of the Agreement (contract).

City of Auburn, Indiana  
Board of Public Works and Safety

  
\_\_\_\_\_  
Hon. Michael D. Ley, Mayor