

1 **BILL NO. S-22-04-15**

2 SPECIAL ORDINANCE NO. S-54-22

3 AN ORDINANCE approving PROFESSIONAL  
4 ENGINEERING SERVICES AGREEMENT – THREE  
5 RIVERS FILTRATION PLANT MAIN ENTRANCE  
6 TOWER LIMESTONE RESTORATION -  
7 RESOLUTION/WORK ORDER #67238 - \$142,000.00  
8 – between WISS, JANNEY, ELSTNER ASSOCIATES,  
9 INC. and the City of Fort Wayne, Indiana, in connection  
10 with the Board of Public Works.

11 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
12 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

13 **SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICES  
14 AGREEMENT – THREE RIVERS FILTRATION PLANT MAIN ENTRANCE  
15 TOWER LIMESTONE RESTORATION - RESOLUTION/WORK ORDER #67238 -  
16 \$142,000.00 – between WISS, JANNEY, ELSTNER ASSOCIATES, INC. and the  
17 City of Fort Wayne, Indiana, in connection with the Board of Public Works, is  
18 hereby ratified, and affirmed and approved in all respects, respectfully for:

19 All labor, insurance, material, equipment, tools, power,  
20 transportation, miscellaneous equipment, etc., necessary for:

21 Fort Wayne's Water Filtration Plant was designed in the  
22 Collegiate Gothic style by Hoad, Decker, Shoecraft and Drury of  
23 Ann Arbor, Michigan. Construction commenced in 1931 and  
24 was completed by December of 1933. The overall plant sits on  
25 a 25 acre site at the confluence of the St. Mary's and St. Joseph  
26 rivers and includes numerous structures that house water  
27 treatment and lab facilities.

28 The entry tower exterior features brick mass wall construction  
29 with Indiana limestone veneer. Upper corners of the tower  
30 exhibit significant veneer deterioration that is threatening the  
overall integrity of the structure. This deterioration has resulted  
in pieces of limestone of varying sizes to fall from the tower to  
adjacent roof area and ground below. In numerous locations,  
damaged or missing veneer has exposed the brick substructure  
to weathering and significant water infiltration.

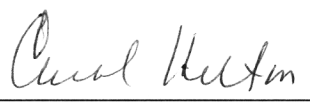
1 The ENGINEER will design and develop project plans and  
2 specifications for a publicly bid project and shall provide design  
3 services, bidding assistance, and services during construction  
4 for roofing, limestone restoration and phased construction  
sequencing for the main entrance tower;


5 involving a total cost of ONE HUNDRED FORTY-TWO THOUSAND AND 00/100  
6 DOLLARS - (\$142,000.00). A copy of said Contract is on file with the Office of the  
7 City Clerk and made available for public inspection, according to law.

8 **SECTION 2.** That this Ordinance shall be in full force and effect from  
9 and after its passage and any and all necessary approval by the Mayor.

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11 \_\_\_\_\_  
Council Member

12  
13 APPROVED AS TO FORM AND LEGALITY

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15 \_\_\_\_\_  
16 Carol Helton, City Attorney

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CU 3-15-22

**PROFESSIONAL SERVICES AGREEMENT**

**THREE RIVERS FILTRATION PLANT  
Main Entrance Tower Limestone Restoration**

This Agreement is by and between

**CITY OF FORT WAYNE ("CITY")**

by and through its

Board of Public Works  
City of Fort Wayne  
200 E. Berry Street, Suite 240  
Fort Wayne, IN 46802

and

Wiss, Janney, Elstner Associates, Inc. (ENGINEER)  
8606 Allisonville Road, Suite 205  
Indianapolis, Indiana 46250

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.

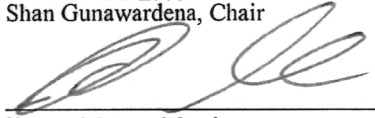
APPROVALS

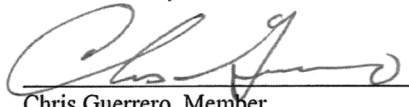
APPROVED FOR CITY

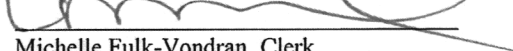
BOARD OF PUBLIC WORKS

DATE: 3.15.22

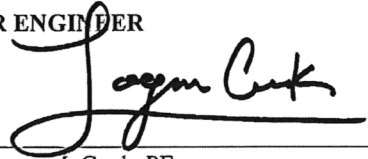
BY: ABSENT  
Shan Gunawardena, Chair

BY:   
Kumar Menon, Member

BY:   
Chris Guerrero, Member

ATTEST:   
Michelle Fulk-Vondran, Clerk

APPROVED FOR ENGINEER

BY:   
Logan J. Cook, PE

DATE: 03/04/2022

## PART I

### SCOPE OF BASIC ENGINEERING SERVICES

#### A. GENERAL

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

#### B. PROJECT DESCRIPTION

Fort Wayne's Water Filtration Plant was designed in the Collegiate Gothic style by Hoad, Decker, Shoecraft and Drury of Ann Arbor, Michigan. Construction commenced in 1931 and was completed by December of 1933. The overall plant sits on a 25 acre site at the confluence of the St. Mary's and St. Joseph rivers and includes numerous structures that house water treatment and lab facilities.

The entry tower exterior features brick mass wall construction with Indiana limestone veneer. Upper corners of the tower exhibit significant veneer deterioration that is threatening the overall integrity of the structure. This deterioration has resulted in pieces of limestone of varying sizes to fall from the tower to adjacent roof area and ground below. In numerous locations, damaged or missing veneer has exposed the brick substructure to weathering and significant water infiltration.

The ENGINEER will design and develop project plans and specifications for a publicly bid project and shall provide design services, bidding assistance, and services during construction for roofing, limestone restoration and phased construction sequencing for the main entrance tower.

#### C. SCOPE OF WORK

The duty of the Engineer is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer is to adhere to the requirements of the Design Standards Manual and relevant exhibits available on the City of Fort Wayne Website. The Engineer shall develop and provide the following services:

##### Task 1 - Project schedule and Review Meetings

- 1.1 Prepare project design milestone schedule.
- 1.2 Attend two (2) review meetings – *proposed* to occur at the end of Preliminary Design Part I and after completion of Preliminary Design Part II. These meetings are held at the Program Manager's office.
- 1.3 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

##### Task 2 - Preliminary Design

###### Phase I (30% submittal)

- 2.1 Research City documents provided by The City for existing mapping, utility information, as-built drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
- 2.2 Identify major utilities and their approximate location from Utility maps on site plan.
- 2.3 Check conflicts with any other proposed projects in the immediate area.
- 2.4 Identify sustainability practices outlined by the Envision Opportunities Matrix provided by the City. Identified practices shall be considered during design of the project with records kept for sustainability practices that were not utilized. If the City does not provide an Envision Opportunities Matrix then include sustainability practices and provide documentation to the City.
- 2.5 Provide a brief description of sustainability practices implemented into the design and document practices not implemented on the Envision Opportunities Matrix if applicable.
- 2.6 Furnish one copy of the Preliminary Design – Phase I Drawings in PDF and DWF format to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

**Phase II** (60% submittal)

- 2.7 Resolve any utility conflicts.
- 2.8 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)

Sheets	Number of <u>Sheets Expected</u>
Title Sheet	1
General Notes, Index and Legend	1
Site Plan	1
Ground Level Plan	2
Roof Level Plan	1
Landscaping Plan	1
Elevation Sheets	2
Roof Detail Sheets	2
Masonry Detail Sheets	2
Landscaping details	1
TOTAL	
	14 sheets

- 2.9 Prepare draft specifications in MF04 format. Engineer use track changes with submitted City’s modified master specifications.
- 2.10 Compute project quantities and estimate of construction costs in MF04 format. Phasing and sequence may require two (2) revisions to accommodate fiscal budgets.
- 2.11 Submit draft Preliminary Design Documents to Program Manager for review and approval.  
Preliminary Design Submittal: (2 Complete Sets)  
Preliminary Design Drawings  
Summary of Project Quantities w/estimated construction costs.

**Task 3 - Final Design** (95% submittal)

- 3.1 Prepare specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards.

- 3.2 Complete a quality control review of the draft Contract Documents. Engineer use track changes with submitted City's draft Contract Documents
- 3.3 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 3.4 Update summary of project quantities.
- 3.5 Provide update to City on what sustainability practices were maintained during the design. Any items originally outlined using the Envision Opportunities Matrix shall be documented why they were implemented or unused.
- 3.6 Submit draft Final Design Documents to Program Manager for review and approval.  
Final Design Submittal (2 Complete Sets)  
Final Design Drawings  
Summary of Project Quantities w/estimated construction costs.  
Bidform  
Project Technical / Supplemental Specifications.  
Updated Envision Opportunities Matrix
- 3.7 Upon approval of Final Design drawings and project specifications, prepare Final Bid Documents and submit one (1) set of stamped paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings in PDF and CAD format utilizing the CAD standards in Book 6 of the Fort Wayne Design Standards Manual.

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

- 4.1 Attend one Pre-bid Meeting on site.
- 4.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents. ENGINEER assumes the issuance of one addendum.
- 4.3 Conformed Contract Documents  
The Engineer will prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

**Task 5 – Construction Phase. (Design Services During Construction)**

ENGINEER assumes an approximate project duration of 12 to 18 months starting in Fall of 2022.

- 5.1 The City will retain another firm as the City's representative, to assume all duties and responsibilities, and to have the rights and authorities assigned to the Engineer in connection with the construction work to be performed in accordance with the Construction Contract Documents. During the construction phase, the Engineer during the design phase will be referred to as the 'Design Engineer'. The Design Engineer shall also provide professional engineering services during the construction phase. The Design Engineer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the Construction Contract Documents. The Design Engineer shall also prepare operation and maintenance (O&M) manual documents.

- 5.2 Consult with, advise and assist the Construction Contract Manager in their role as City’s representative. Engineer’s communications with the City and the Contractor shall be through, or with knowledge, of the Construction Contract Manager.
- 5.3 Prepare for and participate in the Pre-Construction Conference. The preconstruction conference will be held by the Construction Contract Manager on site.
- 5.4 Perform three (3) site visits, and additional site visits as approved in writing by The City, to assist Program Manager in identifying and addressing conditions observed during construction and provide supplemental direction based on the developed contract documents.
  - 1. Initial Project Site Visit: to review mock-up repairs for all major repair tasks.
  - 2. Punchlist Site Visit: to complete Contractor’s punchlist and review the Work after the project has met Substantial Completion.
  - 3. Punchlist Verification Site Visit: to verify corrective list items were completed and to assist the Program Manager in resolution of incomplete items.

During site visits, ENGINEER will observe visible portions of the work for conformance with the contract documents. ENGINEER will prepare a report summarizing each site visit which will be issued to the Program Manager. ENGINEER shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor’s responsibility under the contract for construction.
- 5.5 Provide clarifications and interpretations of the Contract Documents as requested by the Construction Contract Manager. Such clarifications and interpretations will be consistent with the intent of the reasonably inferable from the Contract Documents.
- 5.6 Recommend Change Orders and Work Change Directives to the Construction Contract Manager, as appropriate, and provide support documentation to the Construction Contract Manager, as appropriate, so Construction Contract Manager can prepare Change Orders and Work Change Directives.
- 5.7 Review and approve or take other appropriate action in respect to any submittals, shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information in the Contract Documents.
- 5.8 If applicable, Prepare and deliver operator training in three sessions for operations and maintenance staff. Training shall include drawings, visual aids, and operational information for routine operation.
- 5.9 Prepare record drawings from Contractor’s annotated set (As-Built) of contract drawings showing changes made during construction. Furnish AutoCAD and PDF Files of the record drawings.
- 5.10 Provide an updated version of the Envision Opportunities Matrix with an explanation of the completed items and uncompleted items.

**D. SCHEDULE**

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

<u>SCHEDULE</u>	<u>DATE</u>
Notice To Proceed	March 2022
Optional Service 1 – Two Day On-Site Assessment	Within 4-weeks after NTP, if Selected.

Preliminary Design Phase I	Milestone deadline approximately 3-weeks after the later of NTP or Optional Service 1 completion.
Preliminary Design Phase II	Milestone deadline approximately 2-months after Preliminary Design Phase I.
Final Bid Documents	Milestone deadline approximately 1.5-months after Preliminary Design Phase II.

Milestone schedule assumes comments from the City will be received after each milestone within approximately one week.

**E. OPTIONAL ADDITIONAL SERVICES**

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

1. One (1) two-day site assessment of existing conditions prior to the design kickoff. The purpose of the assessment is to document existing conditions and configurations of systems and components to include in the scope of repairs. Observations will be made from accessible interior areas, exterior grade, accessible roof areas, and from a personnel lift rented by ENGINEER. ENGINEER will prepare a brief written summary of findings and recommendations for repair based on the assessment to guide repair concept development.
2. Attend construction progress meetings to be held once every two weeks. ENGINEER will prepare and distribute meeting minutes. ENGINEER assumes project duration of 12 to 18-months.
3. One (1) one-day site visits per month to observe construction progress. ENGINEER will prepare site visit reports summarizing observations and recommendations for each site visit. ENGINEER assumes a project duration of 12 to 18-months.

**CONTINGENCY TASKS (but not specifically limited to):**

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

- Attend additional meetings as needed to review and discuss the project.
- Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the Program Manager, as requested, in obtaining regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies.
- Attend pre-construction meeting.
- Perform site visits to assist Program Manager in resolution of design or construction problems.
- Obtain additional physical samples and material testing. ENGINEER assumes material testing will be performed concurrently with optional additional service item 1 above. ENGINEER assumes material samples will be collected for stone, mortar, and sealant materials.

## PART II

### CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

#### A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to Engineer reports, studies, regulatory decisions and similar information relating to the Services that Engineer may rely upon without independent verification unless specifically identified as requiring such verification.

Provide Engineer with a maximum of two (2) copies each of existing City utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

Provide Engineer with electronic copies of ortho aerial photography, GIS base map information (AutoCAD 2007 format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 2007 format).

Provide previous Contract Documents for Engineer's use.

#### 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 James Woodruff.

#### 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 – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$142,000 as summarized in attached Attachment 1. This engineering fee assumes an 18 month construction period

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

“Engineer will be reimbursed for travel related expenses, overnight stays, and other expenses per the table below. Per Diem reimbursement is only applicable for individuals traveling 50 miles or more to or from Fort Wayne. Overnight stay is not expected for an individual who is within a 100 mile range, unless expected for multiple days. Travel days are only applicable to individuals traveling 100 miles or more to or from Fort Wayne.]

	Per Diem Rate
Travel Day 1 (City or State)	\$250.00 per day
Workshop	\$300
Non-Travel Day	\$60.00 per person per day
Overnight Accommodations	\$250.00 per person per night

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

**B. BILLING AND PAYMENT**

1. Timing/Format

- a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require, and shall include the employee name and title of all staff billing to project.
- b. City shall pay Engineer within 45 days of receipt of approved invoice.
- c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to exceed amount.

2. Billing Records

Engineer shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV  
STANDARD TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department  
200 East Berry St., Suite #480  
Fort Wayne, IN 46802

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

To the fullest extent permitted by law, City shall indemnify and save harmless, Engineer from and against loss, liability, and damages sustained by Engineer, its agents, employees, and representatives by any reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of City, its agents or employees.

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

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

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

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

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

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

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

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

**Design Phase** -- (Tasks 1 through 3)

For Services outlined in Tasks 1 through 3 a not to exceed fee of: **\$95,000**

**Bidding Phase** - (Task 4)

For Services outlined in Task 4 a not to exceed fee of: **\$12,000**

**Construction Phase** - (Task 5) – Not selected

For Services outlined in Task 5 a not to exceed fee of: **\$N/A**

**Optional Services** - As authorized by PM – Not selected

One (1) two-day site assessment of existing conditions prior to the design kickoff.	\$17,000
Lift Equipment Expense	\$3,000
Attend construction progress meetings twice per month in person.	\$4,000/month
One (1) one-day site visits per month to observe construction progress.	
WJE Site Visit	\$4,000/each
MSKTD Site Visit	\$2,100/each

Sub-total for Optional Services (Assuming 18 months construction duration) **\$N/A**

\$

**Contingency Allowance** - As authorized by PM

For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of : **\$ 35,000**

**TOTAL NOT TO EXCEED FEE: \$ 142,000**

**ATTACHMENT #2**

**EMPLOYEE HOURLY RATE SCHEDULE**

**EMPLOYEE/SERVICE DESCRIPTION**

**RATE**

**WJE PERSONNEL**

<b>Professional Staff</b>		<b>Professional Support Staff</b>	
Senior Principal	\$370.00	Senior Specialist	\$170.00
Principal	\$300.00	Specialist	\$145.00
Associate Principal	\$250.00		
Senior Associate	\$225.00	Senior Technician	\$125.00
Associate III	\$195.00	Technician II	\$115.00
Associate II	\$175.00	Technician I	\$90.00
Associate I	\$135.00		

**MSKTD PERSONNEL**

<b>Engineering</b>		<b>Architectural</b>	
Senior Professional Engineer	\$140.00-\$160.00	Senior Registered Architect	\$125.00-\$150.00
Professional Engineer	\$110.00-\$150.00	Registered Architect	\$85.00-\$135.00
Design Engineer	\$85.00-\$135.00	Architectural Graduate	\$80.00-\$135.00
Senior Engineering Technician	\$75.00-\$95.00	Landscape Architect	\$95.00-\$105.00
Engineering Technician	\$70.00-\$95.00	Architectural Technician	\$90.00-\$135.00
		CAD/BIM Design Technician	\$70.00-\$95.00
		Intern Architect	\$55.00-\$60.00
<b>Additional</b>			
Principal	\$175.00-\$205.00		
Interior Designer	\$80.00-\$95.00		
Clerical/Assistant	\$55.00-\$85.00		

MSKTD rates effective until January 1, 2023.

**CITY OF FORT WAYNE, INDIANA**

Wiss, Janney, Elstner Associates, Inc.

**(Vendor Name)**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1: Disclosure of Financial Interest in Vendor**

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

sole proprietorship  stock   
partnership interest  units (LLC)   
other (explain) \_\_\_\_\_

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

Name: \_\_\_\_\_ %

Name: \_\_\_\_\_ %

**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

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- 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

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- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes \_\_\_\_\_ No

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**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).

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

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

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

Yes \_\_\_\_\_ No

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

Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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

Company / Name / Payment Terms: \_\_\_\_\_

Company / Name / Payment Terms: \_\_\_\_\_

**Section 4: CERTIFICATION OF DISCLOSURES**

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

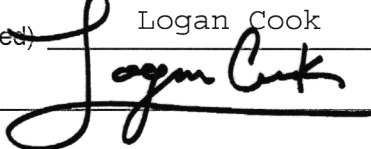
- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or 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  
Wiss, Janney, Elstner, Associates, Inc. 8606 Allisonville Road, Suite 205  
Indianapolis, IN 46250  
(Name of Vendor) Address  
( ) 317.538.0390  
Telephone  
lcook@wje.com  
E-Mail Address

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

Name (Printed) Logan Cook Title Senior Associate and Unit Manager  
Signature  Date 03/31/2022

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

# Interoffice Memo

Date: March 30, 2022  
To: Common Council Members  
From: Jim Woodruff, City Utilities Engineering  
RE: TRFP Main Entrance Tower Limestone Restoration  
W.O. # 67238

## Council District # 5

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. Fort Wayne's Water Filtration Plant was designed in the Collegiate Gothic style by Hoad, Decker, Shoecraft and Drury of Ann Arbor, Michigan. Construction commenced in 1931 and was completed by December of 1933. The overall plant sits on a 25 acre site at the confluence of the St. Mary's and St. Joseph rivers and includes numerous structures that house water treatment and lab facilities.

The ENGINEER will design and develop project plans and specifications for a publicly bid project and shall provide design services, bidding assistance, and services during construction for roofing, limestone restoration and phased construction sequencing for the main entrance tower.

Implications of not being approved: The entry tower exterior features brick mass wall construction with Indiana limestone veneer. Upper corners of the tower exhibit significant veneer deterioration that is threatening the overall integrity of the structure. This deterioration has resulted in pieces of limestone of varying sizes to fall from the tower to adjacent roof area and ground below. In numerous locations, damaged or missing veneer has exposed the brick substructure to weathering and significant water infiltration. Should this PSA to design construction procurement documents not be approved, the restoration will be prolonged and the facility will deteriorate even more that it currently has resulting in more extensive damage.

## Council Suspension of Rules: N/A

Selection and Approval Process: The consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was sent to over 100 firms and posted on the City website, and three firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. All three shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Wiss, Janney, Elstner Associates, Inc. for this project and finds their scope and fee to be the best value for this

project. The Board of Public Works approved the contract on March 15, 2022 with a not-to-exceed fee of \$142,000.00.

The cost of said project funded by Utility Revenue

Council Introduction Date: April 12, 2022

CC: BOW  
Matthew Wirtz  
Jill Helfrich  
Construction Manager  
Chrono  
File

**BILL NO. S-22-04-15**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**April 26, 2022**

***Glynn Hines Chair***



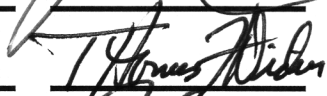



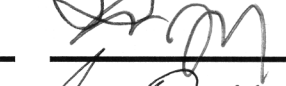


***Thomas Didier Co-Chair***

***All Council Members***

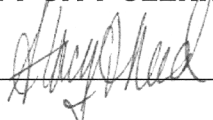
An Ordinance approving Professional Engineering Services Agreement – Three Rivers Filtration Plant Main Entrance Tower Limestone Restoration - Resolution/Work Order #67238 – between Wiss, Janney, Elstner Associates, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$142,000.00

**COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**STACY A. REED  
DEPUTY CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Hines.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilperson Hines, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: April 26, 2022

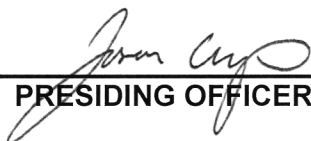
  
 \_\_\_\_\_  
 STACY A. REED, DEPUTY CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-22-04-15 on the 26th day of April, 2022

ATTEST:

  
 \_\_\_\_\_  
 STACY A. REED  
 DEPUTY CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th of April 2022, at the hour of 8:55 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 STACY A. REED, DEPUTY CITY CLERK

Approved and signed by me this 27<sup>th</sup> day of APRIL 2022, at the hour of 11:30 o'clock AM E.S.T.

  
 \_\_\_\_\_  
 THOMAS C. HENRY, MAYOR

