

1 **BILL NO. S-22-05-29**

2 SPECIAL ORDINANCE NO. S-76-22

3
4 AN ORDINANCE approving PROFESSIONAL
5 SERVICES AGREEMENT – WATER POLLUTION
6 CONTROL PLANT AERATION BASIN DIFFUSER
7 IMPROVEMENTS – RESOLUTION/WORK ORDER
8 #76929 - (\$286,090.00) between DONOHUE &
9 ASSOCIATES, INC. and the City of Fort Wayne,
10 Indiana, by and through its 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 SERVICES AGREEMENT -
14 WATER POLLUTION CONTROL PLANT AERATION BASIN DIFFUSER
15 IMPROVEMENTS – RESOLUTION/WORK ORDER #76929 - between
16 DONOHUE & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, by and
17 through its Board of Public Works, is hereby ratified, and affirmed and approved in
18 all respects, respectfully for:

19 All labor, insurance, material, equipment, tools, power,
20 transportation, miscellaneous equipment, etc., necessary for:
21 Project scope of service will include serving as City's
22 professional representative for the Project, providing
23 professional Engineering consultation and advice, and other
24 customary services incidental thereto. Water Pollution Control
25 Plant Aeration Basin Diffuser Improvements include the design,
26 bidding, and services during construction for replacement of
27 diffusers in the aeration basins. Design includes modification of
28 aeration zones and control points;

29 involving a total cost of TWO HUNDRED EIGHTY-SIX THOUSAND NINETY AND
30 00/100 DOLLARS – (\$286,090.00). A copy of said Contract is on file with the
Office of the City Clerk and made available for public inspection, according to law.

PROFESSIONAL SERVICES AGREEMENT
WATER POLLUTION CONTROL PLANT
AERATION BASIN DIFFUSER IMPROVEMENTS

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

Donohue & Associates, Inc. ("ENGINEER")
1502 Magnavox Way, Suite 260
Fort Wayne, IN 46804

Who agree as follows:

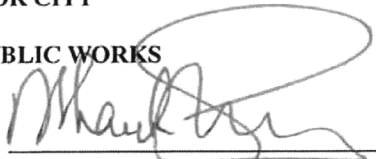
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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



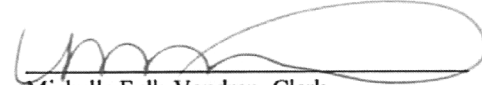
Kumar Menon, Member

BY:



Chris Guerrero, Member

ATTEST:




Michelle Fulk-Vondran, Clerk

DATE:

5-3-2022

APPROVED FOR ENGINEER

BY:



Michael Stohl, Vice President

DATE:

April 26, 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, furnishing Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

This project will develop a design for the modification of the diffuser system in the aeration basins of the Fort Wayne Water Pollution Control Plant (WPCP).

The WPCP secondary treatment process consists of single stage activated sludge system designed for carbon and ammonia removal. Primary effluent is distributed into nine aeration systems where micro-organisms utilize oxygen for the conversion of BOD into biomass. Additionally, ammonia in the influent wastewater is converted to nitrate by nitrifying bacteria.

The aeration systems utilize an anoxic/oxic (AO) process that includes an anoxic zone at the front of each basin. The anoxic zones are mixed with either coarse bubble diffusers or mechanical paddle mixers. The zones are designed to preferentially select for floc forming organisms that settle well in the secondary clarifiers.

The existing aerobic zone uses 9" EPDM diffusers for process air and maintain system mixing. The purpose of this project is to determine a path forward for provided the proper mixing and process air throughout the diurnal loading of the plant. Modification to existing basin diffusers and air pipe, or other creative option, will be designed for all nine (9) basins for construction.

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 shall develop and provide the following services:

Task 1 - Project schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Attend and develop agenda for the following *proposed* meetings:
 - a. Detailed Design Kickoff Meeting
 - b. 60% Design Review
 - c. 95% Design Review

These meetings will be held via online interactive video conference or at the Program Manager's office.
- 1.3 Hold separate Electrical and I&C meeting from general design drawing review at 30% and 60%.
- 1.4 Keep the minutes of the Review Meetings and distribute these minutes within 7 days of the Review Meeting

Task 2 – Detailed Design (60% Design Submittal)

- 2.1 Review previous Basis of Design and Preliminary Design Reports, including drawings, prepared in 2021 by Donohue & Associates.

- 2.2 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)

Group	Drawing No.	Description
001		General
	G-0	Cover
	G-1	Index To Drawings
	G-2	General Legend / Architectural / Structural/ Process Mechanical Legends
	G-3	Civil Legend And General Notes
	G-4	Instrumentation And Control Standard Legend
	G-5	Instrumentation And Control Standard Symbology
002		Site Development
	Ck-1	Site Key Plan
007		Electrical Distribution
	E-1	Overall One-Line Diagram And Elevation
	E-2	Mcc One-Line Diagram And Elevation
	E-4	Panel Schedules
	E-5	Details
009		Process And Instrumentation Diagram
	I-1	Process Interface Summary (May Not Be Needed)
	N-1	West Aeration Airflow P&Id
	N-3	East Aeration Airflow P&Id
550		West Aeration
		Removals
	R-1	Removal Plan Grade
	R-2	Removal Plan Grade
	R-3	Removal Plan Lower
	R-4	Removal Plan Lower
		Structural
	S-1	Plan
	S-2	Plan
	S-3	Section And Details
		Process
	R-1	Removal Plan Grade
	R-2	Removal Plan Grade
	R-3	Removal Plan Lower
	R-4	Removal Plan Lower
		Structural
	S-1	Plan
	S-2	Plan
	S-3	Section And Details
		Process
	M-1	Lower Plan Overall
	M-2	Lower Plan

Group	Drawing No.	Description
	M-3	Lower Plan
	M-4	Lower Plan
	M-5	Lower Plan
	M-6	Grade Plan Overall
	M-7	Grade Plan
	M-8	Grade Plan
	M-5	Grade Plan
	M-6	Grade Plan
	M-7	Section
	M-8	Section
	En-1	Aeration Gallery
	En-2	Aeration Gallery
	En-3	Grade Plan
	En-4	Grade Plan
	En-5	Grade Plan
	En-6	Grade Plan
	En-7	Electrical Details
560		East Aeration
		Removals
	R-1	Removal Plan Grade
	R-2	Removal Plan Grade
	R-3	Removal Plan Lower
	R-4	Removal Plan Lower
		Structural
	S-1	Plan
	S-2	Plan
	S-3	Section And Details
		Process
	M-1	Lower Plan Overall
	M-2	Lower Plan
	M-3	Lower Plan
	M-4	Lower Plan
	M-5	Lower Plan
	M-6	Grade Plan Overall
	M-7	Grade Plan
	M-8	Grade Plan
	M-5	Grade Plan
	M-6	Grade Plan
	M-7	Section
	M-8	Section
	En-1	Aeration Gallery
	En-2	Aeration Gallery
	En-3	Grade Plan
	En-4	Grade Plan
	En-5	Grade Plan

Group	Drawing No.	Description
	En-6	Grade Plan
	En-7	Electrical Details
999		Standard Details
		Structural
	999-S-1	Structural Standard Details
		Process
	999-M-1	Process Standard Details
	999-M-2	Process Standard Details
		Electrical
	999-E-1	Electrical Standard Details
	999-E-2	Electrical Schedule And Standard Details
		Instrumentation And Control
	999-N-1	Instrumentation And Control Standard Details
	999-N-2	Instrumentation And Control Standard Details
Total		Estimated 80 Total Sheets

- 2.3 Prepare draft construction constraints and coordination with Owner's Operations and Control Narrative.
- 2.4 Identify if phased approach to construction will be needed based on budget and opinion of probable construction cost.
- 2.5 Develop Bidding Alternates based on expected phased approach.
- 2.6 Prepare draft specifications in MF04 format.
 - a. Include 01 33 00 – Attachment 1 – Required Submittal Listing
 - b. Include 40 61 13 – Attachment A – Schedule IO List
- 2.7 Update an opinion of probable construction cost in MF04 format.
- 2.8 Submit 60% Design Documents to Program Manager for review and approval. Preliminary Design Submittal: (PDF Version)
 - a. Design Drawings
 - b. Specifications (Div 01 – 49)
 - c. Opinion of Probable Construction Cost

Task 3 - Final Design (95% submittal & Final Bidding Documents)

- 3.1 Prepare specifications for the improvements, including bid instructions and forms, measurement and payment specifications, special provisions and necessary details. Utilize available City standard specifications and supplement as necessary.
- 3.2 Complete a quality control review of the draft Contract Documents.
- 3.3 Prepare final design drawings. Incorporate comments received during the review meetings.
- 3.4 Update project opinion of probable construction cost.
- 3.5 Submit draft Final Design Documents to Program Manager for review and approval. Final Design Submittal (PDF Version)

Final Design Drawings
Opinion of probable construction costs.
Bid form
Project Technical / Supplemental Specifications.

Documents shall be prepared for construction by a single prime Contractor.

Prepare select Division 00 and Div 01 documents from City master documents, which are based on documents developed by the Engineer's Joint Contract Documents Committee (EJCDC).

Specifications shall be prepared in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Where available, the City's master specifications will be the basis for preparing the specifications. If City master specifications are not available, Engineer shall prepare specifications consistent with the City's specification standards. Titles and specification numbering shall adhere to the City's master specification list.

- 3.6 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) Bid set of stamped paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings DWG file format or newer (Civil 3D 2007 or newer) and one (1) set of each in .pdf format.

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

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

Task 5 – Construction Phase. The construction phase services shall include the following:

- 5.1 Designer Services During Construction (DSDC)

The City will retain another firm to act as the City's representative, to assume all duties and responsibilities, and to have the rights and authority 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 Designer. The Designer shall also provide professional engineering services during the construction phase. The Designer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents. The Designer shall also prepare operation and maintenance (O&M) manual documents and shall provide training and startup services associated with the construction phase.

General Administration of the Contract Documents. Consult with, advise and assist the Engineer in the Engineer's role as City's representative. Designer's communications with the City and the Contractor shall be through, or with the knowledge, of the Engineer.

Pre-Construction Conference. Participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer.

Visits to Site and Observation of Construction. In connection with observations of the work while it is in progress:

Make visits to the site at intervals as requested by the Engineer in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by Designer are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Designer's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, Designer shall determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.

The purpose of Designer's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of Designer's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. Designer shall not, during such visits or as a result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall Designer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Designer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if Designer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Monthly Construction Progress Meetings: Participate in monthly construction progress meetings via phone.

I&C Coordination: Attend coordination meetings with the City and the I&C System Supplier regarding programming to be performed by the I&C System Supplier. At the meetings, review functional descriptions and design intent. Clarify questions raised by the I&C System Supplier.

Process Control System Field Testing: Attend field testing of the process control system programming to verify operation for compliance with the established functional description and design intent.

Clarifications and Interpretations; Field Orders. Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the City's Project Management Information System (PMIS).

Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.

Shop Drawings and Samples: Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The shop drawings will be transmitted electronically through the City's Project Management Information System (PMIS).

Substitutes: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.

Inspections and Tests. The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. Designer shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Designer shall be entitled to rely on the results of such tests.

Disagreements between City and Contractor. Assist the Engineer in rendering formal written decisions on claims of the City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, Designer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith.

Operation and Maintenance (O&M) Manual.

- 1) Review and update existing Unit Process Operational Guidelines. Request original from City.
- 2) Furnish manual in electronic format.
- 3) Review manufacturer's O&M literature for conformance to the Contract Documents.

Record Drawings. Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Furnish AutoCad and PDF files of the record drawings.

Limitation of Responsibilities. Designer shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. Designer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Training.

- 1) Prepare and deliver design basis operator training in training modules.
- 2) The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
- 3) Prepare a training manual for each of 25 students.
- 4) Attend the Contractor's vendor training. Review the training for conformance with the Contract Documents.

Startup Services.

- 1) Assist with preparation of startup plans to coordinate the responsibilities of the Contractor, I&C System Supplier, and the City at the time when construction is complete and the facilities are ready for operation.
- 2) Provide on-site startup operations assistance in the startup and commissioning of the facilities.
- 3) Prepare Standard Operating Procedures (SOPs) in electronic format. Respond to and incorporate CITY review comments.

Task 6 – Develop Bid Documents for Second Package.

- 6.1 Prepare Bid Documents for a second bid package. For example develop bid documents for the East aeration improvements if only the West aeration improvements are included in the initial bid package.

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>
Part I	
Task 1	Extends over design period
Task 2	12 weeks from NTP
Task 3	26 weeks from NTP
Project Ready to Bid	30 weeks from NTP
Task 6	70 weeks from NTP

E. OPTIONAL ADDITIONAL SERVICES

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

- Bidding and construction services for second bid package.

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.

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/DRAWINGS/DATA

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 Fort Wayne Water Pollution Control Plant drawings, reports, and data as requested.

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 Chris Ravenscroft, P.E.

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 spent and expenses actually incurred with a not-to-exceed Engineering fee of \$286,090 as summarized in attached Attachment 1.

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

Expenses

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 (Indiana)	\$120.00
Travel Day 1 (Wisconsin)	\$170.00
Travel Day 1 (Illinois)	\$140.00
Workshop	\$200
Non-Travel Day	\$68.00
Overnight Accommodations	\$108.00

Payment for outside consulting and/or professional services performed by a Subconsultant at actual cost to ENGINEER plus up to 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.
- c. City shall pay Engineer within 45 days of receipt of approved invoice.
- d. 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 alternation 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

Part I

Design Phase – (Tasks 1 through 3)

For Services outlined in Tasks 1 through 3 a not to exceed fee of: \$163,910

Bidding Phase - (Task 4)

For Services outlined in Task 4 a not to exceed fee of: \$8,720

Construction Phase - (Task 5)

For Services outlined in Task 5 a not to exceed fee of: \$83,460

Develop Bid Documents for Second Package - (Task 6)

For Services outlined in Task 6 a not to exceed fee of: \$20,000

Contingency Allowance - As authorized by PM

For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of : **\$10,000**

TOTAL NOT TO EXCEED FEE: 286,090

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION

RATE

**Donohue & Associates, Inc.
2022 Billing Rates**

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$250
Engineer/Specialist VIII	\$240
Engineer/Specialist VII	\$220
Engineer/Specialist VI	\$200
Engineer/Specialist V	\$185
Engineer/Specialist IV	\$170
Engineer/Specialist III	\$150
Engineer/Specialist II	\$135
Engineer/Specialist I	\$120
Technician II	\$100
Technician I	\$85
Administrative Assistance III	\$90
Administrative Assistance II	\$80
Administrative Assistance I	\$70

Notes:

- Labor charge-out rates are for normal work week.
- Billing rates are in effect for 2022 and may be adjusted annually to reflect labor cost increases.
- Mileage is billed at the current IRS stipulated rate.
- Printing and shipping are billed at cost.

CITY OF FORT WAYNE, INDIANA

Donohue & 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: See attached _____ %

Name: _____ %

Vendor Disclosure Statement

Section 1: Disclosure of Financial Interest in Vendor as of 04/27/22
 Questions a, b, and c

Last Name	Middle Initial	First Name	Address	City	State	Zip Code	Stock Ownership Percentage
Scheiber	A	Barbara	3311 Weeden Creek Road	Sheboygan	WI	53081	11.5%
Buss	M	Randall	3311 Weeden Creek Road	Sheboygan	WI	53081	11.5%
Brunner	W	Craig	3311 Weeden Creek Road	Sheboygan	WI	53081	9.2%
BerktoId	A	Josef	3311 Weeden Creek Road	Sheboygan	WI	53081	10.0%
Gerbitz	W	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	11.5%

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 X No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

See attached

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

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

Section 3: Disclosure of other Contract and Procurement Related Information as of 04/27/22
Question a

Contract Name	Purchase Order Number	Contract Date	City Contact
Wet Weather Pump Station Addition of Pumps #5 & #6	16905091-000	08/23/16	Zach Schortgen
WPCP Digester Feed and Withdrawal Piping Improvements	19950127-000	10/22/19	Chris Ravenscroft
WPCP Digester Feed and Withdrawal Piping Improvements DSDC	21950100	06/08/21	Chris Ravenscroft
St. Joe Dam PLC Replacement Design	21950085	06/22/21	Christos Kyrrou
WPCP Aeration Basin Diffuser Study	21950112	06/22/21	Chris Ravenscroft
WPCP Asset Management I&C Services	21531091	08/24/21	Adam Lane
TRFP Asset Management I&C Services	21521115	08/13/21	Adam Lane
SCADA Project Support Services 2021	21950150	09/14/21	Zach Schortgen
Pond 3 Wet Weather Conversion Modifications	21950141	11/30/21	Chris Ravenscroft
I&C On-Call Services 2022	22950004	02/08/22	Christos Kyrrou
SCADA Work Package No. 1	22950017	02/01/22	Zach Katter
TRFP Plant 2 Control House PLC7	22950025	03/08/22	Christos Kyrrou
Southwest Pump Station VFD4 Improvements		03/15/22	Christos Kyrrou

Question b

Bid or Project Number / Amendment	Contract Date	City Contact
WPCP Aeration Basin Diffuser Improvements	Pending	Chris Ravenscroft

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: _____

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;
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- 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

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

<u>Donohue & Associates, Inc.</u>	<u>3311 Weeden Creek Rd; Sheboygan, WI 53081</u>
(Name of Vendor)	Address <u>920-208-0296</u>
	()
	Telephone <u>rbuss@donohue-associates.com</u>
	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) Randall M Buss Title Senior VP
Signature Randall M Buss Date 04/27/22

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

CITY OF FORT WAYNE, INDIANA

Donohue & Associates, Inc.
(Vendor Name)

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Name: _____ Name: _____

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Name: _____ %

Vendor Disclosure Statement

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Yes _____ No X

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Including contractual employment for services in the previous 3 years:
Yes _____ No X

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- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

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See attached

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elements as the offense of bid-rigging or bid-rotating

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<u>Donohue & Associates, Inc.</u>	<u>3311 Weeden Creek Rd; Sheboygan, WI 53081</u>
(Name of Vendor)	Address <u>920-208-0296</u>
	()
	Telephone <u>rbuss@donohue-associates.com</u>
	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) <u>Randall M Buss</u>	Title <u>Senior VP</u>
Signature <u>Randall M Buss</u>	Date <u>04/27/22</u>

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: May 18, 2022
To: Common Council Members
From: Chris Ravenscroft, City Utilities Engineering
RE: **Water Pollution Control Plant Aeration Basin Diffuser Improvements**
Res./ W.O. # 76929

Chris Ravenscroft
5/18/2022

Council District # N/A

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. Water Pollution Control Plant Aeration Basin Diffuser Improvements include the design, bidding, and services during construction for replacement of diffusers in the aeration basins. Design includes modification of aeration zones and control points.

Implications of not being approved: The new system will replace existing equipment that is at end of life and becoming maintenance intensive. The new system will also provide proper air to nutrient ratio required to properly treat wastewater and reduce energy consumption.

If Prior Approval is being Requested, Justify: 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 5 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. 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 Dononue & 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 May 3, 2022

The cost of said project funded by Sewer State Revolving Fund

Council Introduction Date: May 24, 2022

CC: BOW
Matthew Wirtz
Jill Helfrich
File

BILL NO. S-22-05-29

REPORT OF COMMITTEE ON CITY UTILITIES

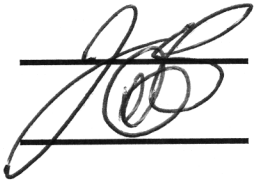
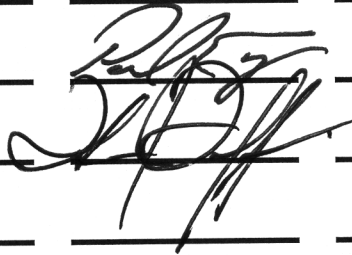
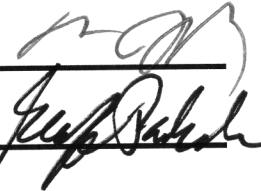
June 7, 2022

Glynn Hines Chair
Thomas Didier Co-Chair
All Council Members

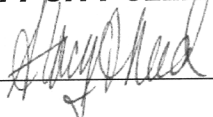
An Ordinance approving Professional Services Agreement – Water Pollution Control Plant Aeration Basin Diffuser Improvements – Resolution/Work Order #76929 – between Donohue & Associates, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$286,090.00

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: June 14, 2022



 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-22-05-29 on the 14th day of June, 2022

ATTEST:



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th
 of June 2022, at the hour of 11:20 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 15TH day of JUNE 2022, at the
 hour of 3:00 o'clock PM E.S.T.

FORT WAYNE, INDIANA
RECEIVED
 JUN 16 2022
 LANA R. KEESLING
 CITY CLERK



 THOMAS C. HENRY, MAYOR