

1 **BILL NO. S-22-06-06**

2 SPECIAL ORDINANCE NO. S-79-22

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4 AN ORDINANCE approving PROFESSIONAL
5 ENGINEERING SERVICES AGREEMENT – FOSTER
6 PARK WET WEATHER PUMP STATION AND
7 STORM PUMP STATION - RESOLUTION/WORK
8 ORDER #77084 – between ARCADIS U.S., INC. and
9 the City of Fort Wayne, Indiana, in connection with the
10 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 – FOSTER PARK WET WEATHER PUMP STATION AND STORM
15 PUMP STATION - RESOLUTION/WORK ORDER #77084 – between ARCADIS
16 U.S., INC. and the City of Fort Wayne, Indiana, in connection with the Board of
17 Public Works, is hereby ratified, and affirmed and approved in all respects,
18 respectfully for:

19 All labor, insurance, material, equipment, tools, power,
20 transportation, miscellaneous equipment, etc., necessary for
21 serving as City's professional representative for the Project,
22 providing professional Engineering consultation and advice, and
23 other customary services incidental thereto. Foster Park Wet
24 Weather Pump Station project includes designer services,
bidding assistance, and designer services during construction for
a new wet weather and storm pumping station with pumping
capacities of 32mgd and 72mgd respectively. The pumping
stations will be adjacent to each other and located near the St.
Mary's River near 5200 Old Mill Road;

25 the cost of this project is being funded by Sewer State Revolving Fund. A copy of
26 said Contract is on file with the Office of the City Clerk and made available for
27 public inspection, according to law.

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PROFESSIONAL SERVICES AGREEMENT

**Foster Park Wet Weather Pump Station and Storm Pump Station
("PROJECT")**

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

Arcadis U.S., Inc.
111 W Berry Street Suite 211
Fort Wayne IN 46802
(ENGINEER)

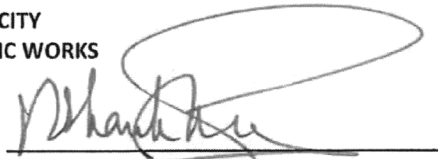
Who agree as follows:

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

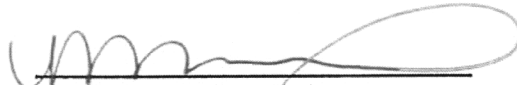
BY:

ABSENT
Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:

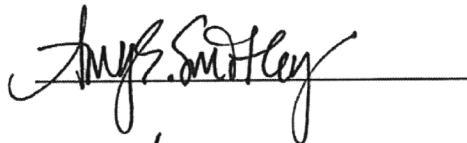

Michelle Fulk-Vondran, Clerk

DATE:

5-24-2022

APPROVED FOR ENGINEER

BY:



DATE:

5/17/2022

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

B. PROJECT DESCRIPTION

The project includes designer services, bidding assistance, and designer services during construction (DSDC) for a new wet weather pumping station and a storm pumping station with pumping capacities of 32mgd and 72mgd respectively. The pumping stations will be adjacent to each other and located near the St. Mary's River near 5200 Old Mill Road.

The wet weather pump station is a part of the LTCP to reduce combined sewer overflows to the St. Mary's River. This pump station will be required to convey overflow from one of the City's CSO locations to the 3RPORT system. Currently the system is planned to convey a peak flow of approximately 32 mgd and a range of smaller wet weather events to a proposed gravity relief sewer near the intersection of Westover and Hartman Roads (CSO 20).

The storm water pump station is anticipated to be adjacent to the wet weather pump station and intended to provide protection to the surrounding residential and institutional areas from stormwater flooding and high river events. Currently this neighborhood contains multiple storm water outfalls that are subject to river levels, the pump station will provide the system relief to protect the surrounding area. Currently City Utilities operates multiple stormwater temporary pumping locations which this project is intended to eliminate. Generally the pump station is anticipated to be connected to a 36", 42" and 54" storm sewers and discharge to the St Mary's River.

Assumptions:

- All piping design and routing (i.e., combined sewer FM to gravity relief sewer, stormwater FM to river outfall, gravity combined sewer to pump station and gravity storm sewer to pump station, will be limited to the pump station project limits, assumed to be approximately 30 feet outside of the structure limits.
- Permitting for new storm outfall, if selected, will be by others.
- In addition to piping coordination noted above, coordination will also be required for the DS-01 connection to CSO 020 and the Indian Village CSO 5 design, of which Arcadis is designing.
- The pump stations will be adjacent and structurally connected.
- A permanent emergency generator will be provided located on a concrete slab.
- The CSO 021 outfall gate will be controlled from the wet weather pump station.
- A 3D BIM model will be created in alignment with the City's upcoming BIM standards.

C. SCOPE OF SERVICES

The duty of the Engineer is to develop final construction documents. 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:

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.

Task 1 - Project schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Attend the following proposed review meetings. These meetings are held at the Program Manager's office, or through Video conferencing.
 - Project Kickoff - The Kickoff Meeting will include project goals and objectives, existing description, including known challenges and a site tour, information needs and review of concepts for confirmation.
 - Basis of Design Report
 - Preliminary Design
 - 60% Design
 - 95% Design

Design Team shall limit in-person participants, with majority via video conference. Meetings are planned to be two hours each.
- 1.3 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.
- 1.4 Coordination of design with influent and effluent piping designer.
- 1.5 Perform project management including project cash flow analysis and invoices.

Task 2 - Preliminary Design

Phase I (30% submittal)

- 2.1 Develop request for information spreadsheet. Research City documents 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
- 2.3 Check conflicts with any other proposed projects in the immediate area.
- 2.4 City On-call Survey firm shall contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2.5 Engineer shall receive the field survey from City On-call Survey firm. Survey shall verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers, information required for easement or land acquisition for the project.
- 2.6 Perform all associated coordination and work to obtain a geotechnical sub-consultant to perform soil borings and conduct geotechnical evaluation relative to structural loading, pipe bedding, trench backfill, bedrock depth, subsurface conditions, dewatering and sheeting/shoring issues all in accordance with good Engineering practices. Engineer shall provide to the Program Manager a boring areas plan indicating required soil borings at pump station site and any areas of special interest prior

to performing any geotechnical work. All work and the proposed location plan shall be approved by the Program Manager prior to commencement. *Assume a minimum of four (4) holes at a depth of 40 vertical feet. Install a ground water monitoring well in one of the Borings.*

- 2.7 Prepare preliminary site drawings. Engineer shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information). *The drawings at this phase need only enough detail for the Engineer to accurately determine recommended structure locations, orientation, and best alignment for piping.*
- 2.8 Develop Basis of Design Tech memo that evaluates options, provides recommendations, and eventual selections for items such as, but not limited to:
 - Pump Alternatives (Wet Weather and Storm Water)
 - Size, types, operational requirements
 - Pump Controls
 - Discharge valves and configuration
 - Inline Storage/volume will be evaluated to help reduce the footprint of the pump station wet wells. This will be coordinated with the piping designer.
 - Station Configuration
 - Outdoor rated electrical equipment vs. Full station building vs. prefabricated for electrical and controls
 - Screening/Pump Protection requirements
 - Floatables will be managed in the collection system.
 - Emergency Generator
 - Odor Control will be evaluated as part of the BOD memo with potential options for treatment and locations identified. Odor control will not be designed as part of this project and would be designed in the future if required.
- 2.9 Hydraulic modeling to be performed by City of Fort Wayne to confirm critical elevations in the collection system and storm system. Those elevations will be used to determine wet well elevations and pump start and stop times. Provide critical pump station elevations and volume to the City to coordinate piping connections with other project and operational ranges of equipment. Work will include a two hour working session on hydraulics for the area.
- 2.10 Conduct a transient analysis on the Wet Weather forcemain to CS O20 and coordinate with City design of forcemain. Analysis will be based on the pumps selected and establish design parameters for the forcemain such as diameter, pipe material, pressure class, and location of air release structures.
- 2.11 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.
- 2.12 Provide a brief description of sustainability practices implemented into the design and document practices not implemented on the Envision Opportunities Matrix if applicable.
- 2.13 Engineer shall prepare preliminary Piping & Instrumentation Diagram (P&ID), control narrative, and list of anticipated vendor supplied control systems.
 - a. Prepare a preliminary P&ID that includes process flow, controllers, instruments, and final control elements.
 - b. Prepare a control narrative (control strategy) with functional description, and operational plan. Each should be identified as Automatic/Manual/Local/Remote Systems.

- c. Present preliminary vendor supplied control systems (skid packages) as a component of the P&ID. For vendor supplied systems, identify prospective suppliers, control loop description, and interface schema.
- 2.14 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.
- 2.15 Identify required permits. (List of proposed permits)
 - a. IDEM Sewer Construction Permit
 - b. Allen County Floodplain Permit
 - c. SWPPP
 - d. Local Building Permit
- 2.16 Community engagement assistance in the form of 2-3 simple renderings of station for use by Project Manager for posters of presentations to show the community.
- 2.17 Prepare Preliminary Table of Contents and identify all City Master Specifications
- 2.18 Prepare a Preliminary Construction Cost Estimate and Construction Schedule with potential constraints.

Deliverables:

- 1. Basis of Design Report
- 2. 30% Preliminary Design Drawings w/P&IDs
- 3. Project Manual Table of Contents
- 4. Preliminary Cost Estimate
- 5. Preliminary Construction Schedule
- 2.19 Upon Completion of all items listed above, hold a 30% design review meeting with City Staff. (Task 1.2)

Phase II (60% submittal)

- 2.20 Provide proposed commissioning requirements for individual equipment and integrated systems. Requirements to be written into Project Manual. Deliverable will be a one/two-page write up that will be included in the Specifications.
- 2.21 Resolve any utility conflicts.
- 2.22 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.23 Develop a site access, laydown, and construction area and update any layout changes discussed in 30% design review.
- 2.24 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I.

The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	2
Civil Sheets	4
Process Sheets	6
Structural Sheets	9
Architectural Sheets	6

Mechanical (HVAC) Sheets	6
Electrical Sheets	13
Instrumentation and Controls Sheets	3
<u>Special Detail Sheets</u>	<u>8</u>
<u>General Detail Sheets</u>	<u>7</u>
TOTAL	65

- 2.25 Prepare draft specifications in MF04 format. Engineer use track changes with submitted City's modified master specifications.
- 2.26 Compute project quantities and estimate of construction costs in MF04 format.
- 2.27 Prepare draft specification 40 61 93 - Process Control System - Input Output List. Analog I/O ranges updated to appropriate process engineering units. Digital I/O descriptions updated for fail safe conditions.
- 2.28 Submit ready to be tagged P&ID drawings using City's standard instrumentation identification. P&ID shall reference Auxillary, support, and safety systems shall be identified on the P&ID.
- 2.29 Submit updated control strategy with track changes highlighting major design changes. Incorporate preliminary setpoints and operating parameters.
- 2.30 Submit IT/OT communication drawings. Independent drawings showing communication topology for business and process control networks. Drawing shall show interface connection points to owner's existing network. Business topology shall identify new and existing equipment. (IE: phone, fax, security cameras, door access control, computer, printer, fire alarm, etc.) Process control topology shall identify new and existing equipment. (IE: PLC, OIT, HMI, VFD, vendor skid package, etc.) Identify non-ethernet communications and identify protocols. (IE: phone, fire, communication links - Modbus RTU, etc.)
- 2.31 Submit draft Preliminary Design Documents to Project Manager for review and approval.
- Preliminary Design Submittal:
1. Preliminary Design Drawings
 2. Project Specifications
 3. Summary of Project Quantities w/estimated construction costs.
 4. Process and Instrumentation Control items
- 2.32 Upon Completion of all items listed above, hold a 60% design review meeting with City Staff. (Task 1.2)
- 2.33 Upon approval of Preliminary Design Drawings, submit one copy for "routings" along with a list of all projected affected entities. Program Manager will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to Engineer at the review meeting.

Task 3 - Final Design (95% submittal/Bid Set)

- 3.1 Prepare specifications for the improvements, including bid instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City Master Specifications.
- 3.2 Prepare 95% design drawings. Incorporate comments received during the review meetings and routings.
- 3.3 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.

- 3.4 Update summary of project quantities.
- 3.4a. Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies.
- 3.5 Submit draft Final Design Documents to Program Manager for review and approval.
95% Design Submittal:
 - 1. 95% Design Drawings
 - 2. Summary of Project Quantities w/estimated construction costs.
 - 3. Bid form
 - 4. Project Technical / Supplemental Specifications.
 - 5. P&ID fully tagged with City's standard identification.
 - 6. Equipment technical specification schedules quality checked against P&ID tagging.
 - 7. Permit Applications
- 3.6 Upon approval of the Pump Station Designs, perform Computational Fluid Dynamics (CFD) Modeling to confirm the hydraulics within the system. Assumes that CFD modeling will be used to confirm the pump station designs. Deliverable will be a PowerPoint of the CFD results. Additional model runs will require model updates, simulation, and reporting for a cost of \$4,000 per run.
- 3.7 Upon Completion of all items listed above, hold a 95% design review meeting with City Staff. (Task 1.2)
- 3.8 Complete quality control review of construction documents
- 3.9 Update construction documents to include any changes requested during the 95% review meeting
- 3.10 Submit Final Bid ready Construction Documents to Project Manager for review and approval.
Final Design Submittal:
 - 1. Final Design Drawings
 - 2. Summary of Project Quantities w/estimated construction costs.
 - 3. Bid form
 - 4. Project Technical / Supplemental Specifications.
 - 5. Updated Envision Opportunities Matrix
- 3.11 Upon approval of Final Design drawings and project specifications, prepare 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 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. (Design Services During Construction)

- 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 and shall provide training and startup services associated with the construction phase.
- 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.
- 5.4 Perform site visits to assist Program Manager in resolution of design or construction problems.
- 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 Develop individual system and full station commissioning plan for Contractor execute. Assist Contractor in the understanding commissioning plan.
- 5.9 Create full station O&M manual to reflect actual equipment installed as part of the construction contract. The O&M manual prepared for the Project shall match the format of the existing O&M Manual. If new sections are required, existing WPCP O&M standards shall still be applied. Prepare the manual using Microsoft Word 2007 or greater. New drawings will be in AutoCAD 2010 or greater.
- 5.10 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.
- 5.11 Review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and Contract Documents.
- 5.12 Prepare record drawings from Contractor's annotated set (As-Builts) of contract drawings showing changes made during construction. Furnish AutoCAD and PDF Files of the record drawings.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by May 26th 2022 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>DAYS</u>
Basis of Design	60 days
Preliminary Design Phase I	60 days
Preliminary Design Phase II	60 days
95% Design Phase	60 days
Final Bid Documents	30 days
Bid Due Date	45 days
Construction	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.
- Assist the Program Manager, as requested, in obtaining regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies.
- Upon written authorization from Program Manager, and negotiation of satisfactory fees:
 1. Prepare summary of required property acquisition.
 2. Submit summary to agent/company qualified to research title history to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that will be subject to easement or right-of-way acquisition.
 3. Based on findings of title work done in B above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. This work shall be prepared in conformance to the City's Design Manual, Unit I, Chapter 4.

OPTIONAL SERVICES

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

- Physical Modeling of the two Pump Stations

PART II

CITY'S RESPONSIBILITIES

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

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

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

Provide Engineer with electronic or hard copies of existing City utility maps, aerial maps and contour maps that are available to the City.

Provide Engineer with electronic copies of ortho aerial photography, GIS base map information (Autodesk AutoCAD 2020 format) of right-of-way and lot information, GIS information on existing water and sewer lines (Autodesk AutoCAD 2020 format).

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 L. 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.

D. PROPERTY OWNER NOTIFICATION

Property owner survey notification letters will be prepared and mailed by the City.

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 \$ 726,900 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.

	<u>Per Diem Rate</u>
Travel Day 1 (City or State)	\$112.00
Workshop	\$200
Non-Travel Day	\$68.00
Overnight Accommodations	\$108.00

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 30 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 – Consent Decree 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.

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

<https://utilities.cityoffortwayne.org/sewer-system/cso-consent-decree>

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

<u>Design Phase – (Tasks 1 through 3)</u> For Services outlined in Tasks 1 through 3 a not to exceed fee of:	\$563,140
<u>Bidding Phase - (Task 4)</u> For Services outlined in Task 4 a not to exceed fee of:	\$16,630
<u>Construction Phsae – (Task 5)</u> For Services outlined in Task 5 a not to exceed fee of:	\$127,130
<u>Contingency Allowance - As authorized by PM</u> <u>For Additional Services</u> and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :	\$20,000
TOTAL NOT TO EXCEED FEE:	\$726,900
Optional Services - As authorized by PM:	TBD

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

1. Payment of actual hourly rates for services rendered by Engineer's employees in each billing class working directly on the Project. The rates shall include the cost of customary and statutory benefits, general and administrative overhead and profit. Hourly rates will be in accordance with the following schedule. All rates presented apply to services rendered after January 1, 2023 and will be adjusted annually thereafter.

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
ONSITE	
Senior Engineer/Scientist/Architect I	\$146.00/hr
Project Engineer/Scientist/Architect	\$129.00/hr
Staff Engineer/Scientist/Architect	\$118.00/hr
Engineer/Scientist	\$103.00/hr
OFFSITE	
Director – Engineer or Scientist	\$254.00/hr
Principal Engineer/Scientist/Architect II	\$241.00/hr
Principal Engineer/Scientist/Architect I	\$211.00/hr
Senior Engineer/Scientist/Architect II	\$185.00/hr
Senior Engineer/Scientist/Architect I	\$159.00/hr
Project Engineer/Scientist/Architect	\$140.00/hr
Staff Engineer/Scientist/Architect	\$129.00/hr
Engineer/Scientist	\$112.00/hr
CADD Designer/Field Supervisor	\$160.00/hr
Project Assistant I and II	\$111.00/hr
Document Tech	\$85.00/hr
Drafter II/Field Technician V	\$120.00/hr
Drafter I/Field Technician III and IV	\$110.00/hr
Design Tech II/Field Technician II	\$71.00/hr

2. Payment for reimbursable costs, as authorized by the CITY, will be invoiced at cost or by the per diem rate if applicable. These items may include but are not limited to: shipping charges; special supplies not furnished by the CITY. Mileage for travel will be billed at the IRS business rate per mile for automobile transportation.

CITY OF FORT WAYNE, INDIANA

ARCADIS-US
(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 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).

76003	3RPORT Tunnel Planning and Design	July 31, 2014	Kristen Buell
76467	Third Street Consolidation Sewer – Design Services During Construction	May, 7 2020	Kristen Buell
76695	Nebraska Pump Station and Consolidation Sewer Improvements	June 23, 2021	Zachary Katter
	On-Call Sewer Rehabilitation Services	Apr. 10, 2019	Eric Steinman
	Water Utility Program Assistance	Feb. 20, 2019	Andrew Schipper
76003	Tunnel CCM	Mar. 22, 2017	Kristen Buell
	Utility On-Call Assistance	Mar. 14, 2019	Anne Marie Smrchek
83566	Vesey Gruber Quimby Village Storm Improvement Design	Dec. 8, 2017	Emily Grabill
	Green Infrastructure On-Call	Apr. 21, 2020	Anne Marie
	Project Management Information System Assistance	Dec. 19, 2019	Anne Marie Smrchek
	BIM Advisory Services	Oct. 13, 2021	Uriel Castillo

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

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

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: _____

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-

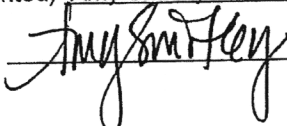
rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating

- 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

<u>Arcadis U.S., Inc.</u>	<u>111 West Berry Street Suite 211</u>
(Name of Vendor)	<u>Fort Wayne, IN 46802</u>
	Address
	<u>(260) 204-5538</u>
	Telephone
	<u>Amy.Smitley@arcadis.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>Amy Smitley</u>	Title <u>Vice President</u>
Signature 	Date <u>05/18/2022</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: June 9, 2022
To: Common Council Members
From: Chris Ravenscroft, City Utilities Engineering
RE: **Foster Park Wet Weather Pump Station**
Res. / W.O. # 77084



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. Foster Park Wet Weather Pump Station project includes designer services, bidding assistance, and designer services during construction for a new wet weather and storm pumping station with pumping capacities of 32mgd and 72mgd respectively. The pumping stations will be adjacent to each other and located near the St. Mary's River near 5200 Old Mill Road.

Implications of not being approved: The wet weather pump station is a part of the LTCP Control Measure 12 to reduce combined sewer overflows from CSO 021 to the St. Mary's River. The storm portion of the station is intended to provide protection of the surrounding residential area from high river conditions during a storm event. During these conditions, City Utilities must properly time when to deploy temporary pumps to protect residents. These temporary pumps must be manned continuously when in operation.

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 7 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. Four 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 Arcadis U.S. 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 24, 2022.

The cost of said project funded by Sewer State Revolving Fund

Council Introduction Date: June 14, 2022

CC: BOW
Matthew Wirtz
Jill Helfrich
Chrono
File

BILL NO. S-22-06-06

REPORT OF COMMITTEE ON CITY UTILITIES

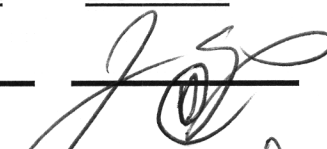
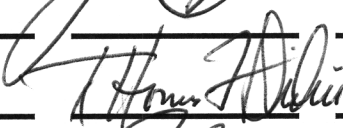
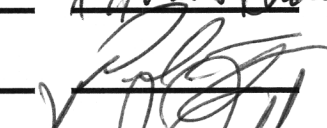
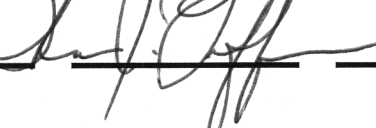
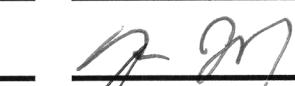
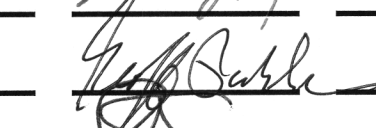

June 21, 2022

Glynn Hines Chair
Thomas Didier Co-Chair
All Council Members

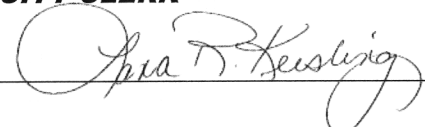
An Ordinance approving Professional Engineering Services Agreement – Foster Park Wet Weather Pump Station and Storm Pump Station - Resolution/Work Order #77084 – between Arcadis U.S., Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Total not to exceed fee of \$726,900.00

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>
<u>ARP</u>			
<u>CHAMBERS</u>			
<u>DIDIER</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HINES</u>			
<u>JEHL</u>			
<u>PADDOCK</u>			
<u>TUCKER</u>			

LANA R. KEESLING
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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>

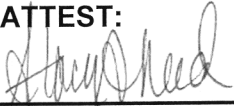
DATED: June 28, 2022



 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-22-06-06 on the 28th day of June, 2022

ATTEST:

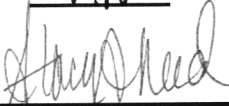


 STACY A. REED
 DEPUTY CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th of June 2022, at the hour of 9:10 o'clock A.M. E.S.T.



 STACY A. REED, DEPUTY CITY CLERK

Approved and signed by me this 29th day of June 2022, at the hour of 12:15 o'clock P.M. E.S.T.

FORT WAYNE, INDIANA
RECEIVED
 JUN 29 2022
 LANA R. KEESLING
 CITY CLERK



 THOMAS C. HENRY, MAYOR