

1 **BILL NO. S-23-10-15**

2 SPECIAL ORDINANCE NO. S-114-23

3 AN ORDINANCE approving PROFESSIONAL  
4 SERVICES AGREEMENT – ROLLING ROSE  
5 NEIGHBORHOOD STORMWATER IMPROVEMENTS  
6 – RESOLUTION/WORK ORDER #83379 -  
7 \$179,300.00 (funded by Stormwater Utility Revenue)  
8 between AMERICAN STRUCTUREPOINT, INC. and  
9 the City of Fort Wayne, Indiana, by and through its  
10 Board of Stormwater Management.

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 – ROLLING ROSE NEIGHBORHOOD STORMWATER IMPROVEMENTS –  
15 RESOLUTION/WORK ORDER #83379 - \$179,300.00 (funded by Stormwater  
16 Utility Revenue) between AMERICAN STRUCTUREPOINT, INC. and the City of  
17 Fort Wayne, Indiana, by and through its Board of Stormwater Management, is  
18 hereby ratified, and affirmed and approved in all respects, respectfully for:

19 All labor, insurance, material, equipment, tools, power, transportation,  
20 miscellaneous equipment, etc., necessary for: PROFESSIONAL  
21 ENGINEERING SERVICES TO INCLUDE SERVING AS CITY'S  
22 PROFESSIONAL REPRESENTATIVE FOR THE PROJECT,  
23 PROVIDING PROFESSIONAL ENGINEERING CONSULTATION  
24 AND ADVICE, AND OTHER CUSTOMARY SERVICES  
25 INCIDENTAL THERETO. THE ROLLING ROSE  
26 NEIGHBORHOOD (EASTWAY DR) STORMWATER  
27 IMPROVEMENTS PROJECT CONSISTS OF STORMWATER  
28 IMPROVEMENTS ALONG EVERY STREET IN THE ROLLING  
29 ROSE NEIGHBORHOOD ASSOCIATION. THESE  
30 IMPROVEMENTS INCLUDE DITCH AND SWALE  
RECONSTRUCTION, CULVERT REHABILITATION AND  
REPLACEMENT, AND CONSTRUCTION OF NEW STORM  
SEWERS;

involving a total cost of ONE HUNDRED SEVENTY-NINE THOUSAND THREE  
HUNDRED AND 00/100 DOLLARS - (\$179,300.00). A copy of said Contract is on  
file with the Office of the City Clerk and made available for public inspection,  
according to law.

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

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

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
Malak Heiny, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**

**Rolling Rose Neighborhood Stormwater Improvements ("PROJECT")**

This Agreement is by and between

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

by and through its

**Board of Stormwater Management  
City of Fort Wayne  
200 E. Berry Street, Suite 240  
Fort Wayne, IN 46802**

and

American Structurepoint, Inc.  
116 E. Berry Street  
Suite 1515  
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**

**BOARD OF STORMWATER MANAGEMENT**

BY: \_\_\_\_\_  
Matthew A. Wirtz, Chair

BY: \_\_\_\_\_  
Shan Gunawardena, Member

BY: \_\_\_\_\_  
Chris Guerrero, Member

ATTEST: \_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

DATE: \_\_\_\_\_

**APPROVED FOR ENGINEER**

BY:  \_\_\_\_\_  
D3EDF00E69D947F...

DATE: 10/4/2023

## **PART I Standard**

### **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, incorporating sustainability and innovation into the project, furnishing civil Engineering services and other customary services incidental thereto.

#### **B. PROJECT DESCRIPTION**

The Rolling Rose neighborhood development in Fort Wayne is in need of stormwater improvements. The Rolling Rose neighborhood is relatively flat, with areas of severe ponding/flooding during storm events. Homes in this neighborhood have experienced flooding due to the lack of sufficient stormwater infrastructure.

A study has already been completed for this project, and City Utility Engineering has developed a plan for the infrastructure to be installed in the area. The new storm infrastructure will be installed in two different projects related to the West and East portion of the neighborhood.

Project 1 improvements are focused east of Eastrowe Street between Oxford Street and Rudisill Boulevard and include new stormwater piping, public right-of-way grading, and drive culverts.

Project 2 improvements include minor storm sewer extensions, public right-of-way grading, and storm culverts west of Eastrowe Street to Wayne Trace between Oxford Street and Rudisill Boulevard.

Engineer is to provide final design deliverables for Project 1 and 2 to Bid-ready status and bidding Project 2 as an alternate bid to Project 1.

#### **C. SCOPE OF SERVICES**

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

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

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

##### **Task 2 Preliminary Design**

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

- 2.1 Research City documents for existing mapping, utility information, as-built drawings, aerials, right-of-way and lot base maps, information management system, and other pertinent data.
  - 2.1.a Conduct a field site visit to fully understand site conditions.
  - 2.1.b Review previously completed design calculations or modeling.

- 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 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 complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.
- 2.6 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).
- 2.7 Draft or “Red Line” the Engineer’s recommended horizontal route onto the preliminary site drawings.
- 2.8 Perform design calculations and hydraulic analyses per City of Fort Wayne Design Standards Manual.
  - 2.8.a Update the hydraulic analysis (model and or desktop calculations), if necessary.
  - 2.8.b Confirm the proposed alternate 3 is the most effective solution and meet with the City to discuss any proposed revisions.
- 2.9 Identify sustainability practices outlined by the Envision Opportunities Matrix provided by the City. Identified practices shall be considered during design of the project with records kept for sustainability practices that were not utilized. If the City does not provide an Envision Opportunities Matrix then include sustainability practices and provide documentation to the City.
- 2.10 Provide a brief description of sustainability practices implemented into the design and document practices not implemented on the Envision Opportunities Matrix if applicable.
- 2.11 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.
- 2.12 Prepare draft specification table of contents.
- 2.13 Prepare preliminary engineers estimate.
- 2.14 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.

**Phase II (60% submittal)**

- 2.15 Resolve any utility conflicts.
- 2.16 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.17 Preliminary Design Phase I Drawings. Incorporate all design improvements presented in Phase I.

The Drawings will generally include:

	<u>Phase 1 Sheets</u>	<u>Phase 2 Sheets</u>
Title Sheet	1	1
General Notes, Index, and Legend	2	2
Maintenance-of-traffic plan sheet	2	2
Erosion Control Sheets	1	1
Plan (and Profile) Sheets	11	16
Cross-section Sheets	10	17
Special Detail Sheets	3	3

- 2.18 Prepare draft specifications in MF04 format.
- 2.19 Compute project quantities and estimate of construction costs in MF04 format.
- 2.20 Submit draft Preliminary Design Documents to Program Manager for review and approval.  
Preliminary Design Submittal: (2 Complete Sets)
  - Preliminary Design Drawings
  - Summary of Project Quantities w/estimated construction costs
  - Draft specifications

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

- 3.1 Prepare specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards.
- 3.2 Complete a quality control review of the draft Contract Documents.
- 3.3 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 3.4 Update summary of project quantities.
- 3.5 Provide update to City on what sustainability practices were maintained during the design. Any items originally outlined using the Envision Opportunities Matrix shall be documented why they were implemented or unused.
- 3.6 Submit draft Final Design Documents to Program Manager for review and approval.  
Final Design Submittal
  - Final Design Drawings
  - Summary of Project Quantities w/estimated construction costs
  - Bidform
  - Project Technical / Supplemental Specifications
- 3.7 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped 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 Prepare for and participate in the Pre-Construction Conference. The preconstruction conference will be held by the Construction Contract Manager.
- 5.3 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.
- 5.4 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.
- 5.5 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 10/30/2023 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>
Preliminary Design Phase I	Feb. 26, 2024
Preliminary Design Phase II	April 29, 2024
Final Design Phase	June 24, 2024
Bid Ready	July 2024

**E. OPTIONAL ADDITIONAL SERVICES**

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

**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.
- Perform geotechnical investigations.
- Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the Program Manager, as requested, in obtaining regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies.
- Perform site visits to assist Program Manager in resolution of design or construction problems.
- 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.

## 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 Kyle Alger, or delegated representative.

#### 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.

**COMPENSATION**

**E. 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 \$ 179,300.00 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. 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.

**F. 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 III Non-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 alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

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

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

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

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

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

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:  
City of Fort Wayne Purchasing Department  
200 East Berry St., Suite #480  
Fort Wayne, IN 46802

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT #1**

**SUMMARY SHEET**

**SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL**

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

For Services outlined in Tasks 1 through 3 a not to exceed fee of: \$154,200

**Bidding Phase - (Task 4)**

For Services outlined in Task 4 a not to exceed fee of: \$ 5,000

**Construction Phase - (Task 5)**

For Services outlined in Task 5 a not to exceed fee of: \$ 10,100

**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: \$ 179,300**

**ATTACHMENT #2**

**EMPLOYEE HOURLY RATE SCHEDULE**

<b><u>EMPLOYEE/SERVICE DESCRIPTION</u></b>	<b><u>RATE</u></b>
Project Manager	\$ 250.00
Senior Engineer	\$ 255.00
Project Engineer	\$ 165.00
Staff engineer	\$ 110.00
Senior Technician	\$ 145.00

# Interoffice Memo

Date: October 2, 2023  
To: Common Council Members  
From: Kyle J. Alger, City Utilities Design Engineering  
RE: **Rolling Rose Neighborhood (Eastway Dr) Stormwater Improvements  
W.O. # 83379**

Council District # District 6

American Structure Point 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. The Rolling Rose Neighborhood (Eastway Dr) Stormwater Improvements project consists of stormwater improvements along every street in the Rolling Rose Neighborhood Association. These improvements include ditch and swale reconstruction, culvert rehabilitation and replacement, and construction of new storm sewers.

Implications of not being approved: The improvements included in this project will help alleviate street and property flooding in the Rolling Rose Neighborhood Association. When complete, these improvements will provide reliable stormwater conveyance systems that move stormwater flow from the neighborhood to nearby regulated drains. To not approve the project, the area will continue to experience regular flooding and long periods of standing water in the street and right-of-way. Additionally, the existing City Utilities and City assets in the area will continue to age and deteriorate, requiring additional ongoing maintenance.

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:

The consultant was selected from City Utility's On-Call list. The RFP announcement was sent to Engineering Firms on the City's On-Call list, and three firms submitted a statement of qualifications. Utilities Engineering staff reviewed the proposals of all interested firms and rated them based on scope of work, approach, and total cost. Using this process, Utilities Engineering selected American Structure Point for this project and finds their scope and fee to be the best value for this project.

The cost of said project funded by Stormwater Utility Revenue.

Council Introduction Date: October 10, 2023

**BILL NO. S-23-10-15**

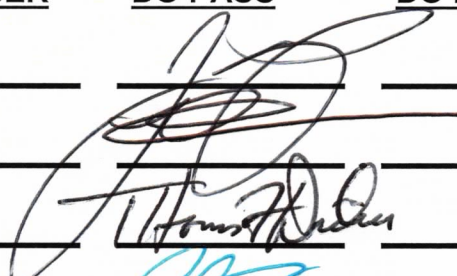
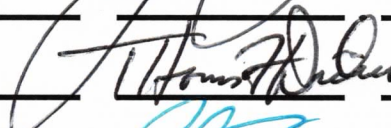
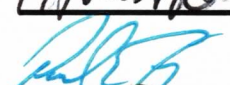


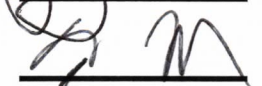


**REPORT OF COMMITTEE ON CITY UTILITIES**

**October 17, 2023**

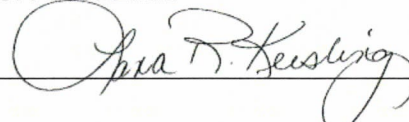
**Russ Jehl Chair**  
**Paul Ensley Co-Chair**  
**All Council Members**

An Ordinance approving Professional Services Agreement – Rolling Rose Neighborhood Stormwater Improvements – Resolution/Work Order #83379 - between American Structurepoint, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Stormwater Management

*Involving a total cost of \$179,300.00 (funded by Stormwater Utility Revenue)*

<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			

**LANA R. KEESLING**  
**CITY CLERK**



Public Hearing Date: N/A

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

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

Read the third time in full and on motion by Councilperson Jehl, 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: October 24, 2023

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-23-10-15 on the 24th day of October, 2023

ATTEST:

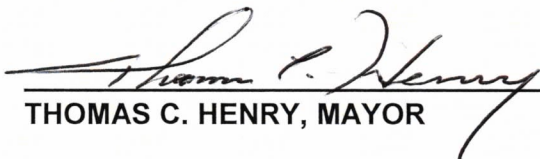
  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

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

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th of October 2023, at the hour of 4:15 o'clock P.M. E.S.T.

  
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 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 26<sup>TH</sup> day of OCTOBER 2023, at the hour of 10:00 o'clock AM E.S.T.

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

FORT WAYNE, INDIANA  
**RECEIVED**  
 OCT 26 2023  
 LANA R. KEESLING  
 CITY CLERK