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4 **AN ORDINANCE** approving AMENDMENT NO. 1 TO
5 PROFESSIONAL SERVICES AGREEMENT FOR THE ST.
6 JOE RIVER AT MAYHEW BANK STABILIZATION
7 (\$253,000.00) – RESOLUTION/WORK ORDER #77001
8 between DLZ INDIANA, LLC and the City of Fort Wayne,
9 Indiana, by and through its Board of Public Works.

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

12 **SECTION 1.** That the AMENDMENT NO. 1 TO PROFESSIONAL
13 SERVICES AGREEMENT FOR THE ST. JOE RIVER AT MAYHEW BANK
14 STABILIZATION – RESOLUTION/WORK ORDER #77001 between DLZ INDIANA, LLC
15 and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby
16 ratified, and affirmed and approved in all respects, respectfully for:

17 THE INSTALLATION OF APPROXIMATELY 300 LINEAR FEET OF
18 RIVERBANK STABILIZATION ALONG THE NORTH BANK OF THE ST.
19 JOE RIVER, AND APPROXIMATELY 940 LINEAR FEET OF PROPOSED
20 48" SANITARY SEWER REROUTE, JUST NORTHEAST OF THE
21 MAYHEW ROAD BRIDGE, INCLUDING ALL DESIGN, PERMITTING AND
22 SPECIFICATION DEVELOPMENT;

23 involving a total amount not-to-exceed TWO HUNDRED FIFTY-THREE THOUSAND AND
24 00/100 DOLLARS - (\$253,000.00). A copy of said Contract is on file with the Office of the
25 City Clerk and made available for public inspection, according to law.

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

28 
29 Council Member

30 APPROVED AS TO FORM AND LEGALITY


Malak Heiny, City Attorney

CITY UTILITIES

200 E Berry Street, Suite 250
Fort Wayne, IN 46802



March 9, 2023

DLZ Indiana, LLC
825 South Barr Street
Fort Wayne, IN 46802

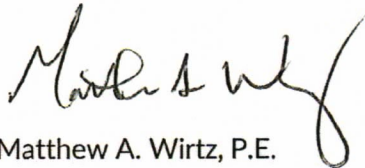
RE: St. Joe River at Mayhew Bank Stabilization

To Whom It May Concern:

Please consider this letter as your notice to proceed with services for the above referenced project. A fully executed original agreement is enclosed.

If you should have any questions, please contact the project manager, Jacob Fowler at 260.427.2681.

Sincerely,

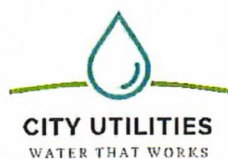


Matthew A. Wirtz, P.E.

Deputy Director

Enc

cc: Jacob Fowler
Emily Roach



CU 3-7-23

PROFESSIONAL SERVICES AGREEMENT

St. Joe River at Mayhew Bank Stabilization ("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

DLZ Indiana, LLC (ENGINEER)
825 South Barr Street
Fort Wayne, IN 46802

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

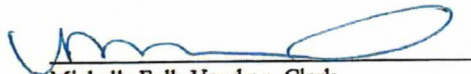
BY:

ABSENT
Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:

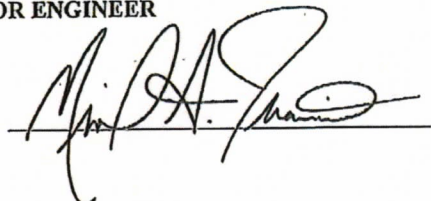

Michelle Fulk-Vondran, Clerk

DATE:

3-7-2023

APPROVED FOR ENGINEER

BY:



DATE:

March 1, 2023

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

Technical Memorandum evaluating bank stabilization options for approximately 800 linear feet along the north bank of the St. Joe River, just northeast of the Mayhew Road bridge. The scope will include various methods of riverbank stabilization to provide cost effective options to re-capture riverbank, limit future erosion and provide protection for an existing sanitary sewer alignment along the north bank of the river.

C. SCOPE OF WORK

The Engineer shall develop and provide the following services:

Task 1 - Project schedule and Review Meetings

- 1.1 Prepare project technical memorandum schedule including field services to be incorporated in the riverbank stabilization assessment.
- 1.2 Attend one (1) Technical Memorandum review meeting to be held at the Program Manager's office.
- 1.3 Keep the minutes of the review meeting and distribute within 7 days.

Task 2 – Technical Memorandum

Prepare a Technical Memorandum detailing an evaluation of viable alternatives, which will include bank stabilization and sewer re-route options to supplement stabilization options, consideration for "Green Options" as a component part for riverbank stabilization, pros and cons along with permanent and temporary easement requirements for the various options. The Memorandum shall include a summary of field assessments performed by the Engineer's and City's staff. Typical details for the stabilization alternatives to be provided.

- 2.1 Perform a field assessment of the north bank of the St Joe River from Mayhew Bridge proceeding north along the river. Identify riverbank stability conditions related to long term sewer pipe maintenance and determine overall limits of proposed sewer protection from river erosion.
- 2.2 Make a visual assessment of the condition of the gabions installed in 1995 and identify any observable long-term maintenance needs or other potential stability or longevity issues. [Inspection to be performed during Task 2.1]
- 2.3 Document estimated life of existing sewer before CIPP lining is required [based on City assessment data]. Information to be used in assessment of sewer re-routing options.
- 2.4 Develop alternative riverbank stabilization and sewer re-routing options for project area, [soil borings and bathymetric survey data, if required, to be performed in next phase of project]. Include as part of sewer re-routing alternatives, the identification of potential riverbank impacts where continued riverbank erosion may be a concern. Possible "Green Options" to stabilize the existing riverbank or to re-capture lost riverbank to be considered as a component of re-routing alternatives.

- 2.5 Provide high-level figures denoting type, location and extent of recommended riverbank stabilization option(s) within the defined project limits. The utilization of previous 30% design plan and profiles may be included to assist in defining recommended location for stabilization/re-routing options. Typical stabilization x-sections to be provided in support of project figures.
- 2.6 In conjunction with City assessment of existing sewer pipe condition, assess proposed impact of construction activities required for riverbank stabilization.
- 2.7 Identify methods for incorporating existing gabions, if warranted, into proposed stabilization alternatives and any maintenance improvements that may be required.
- 2.8 Provide high level construction costs to supplement Alternative options review.
- 2.9 Identify constructability issues including shallow sewer pipe cover, access to riverbank, removal of vegetation, cofferdam assessment etc.
- 2.10 Requirement for hydraulic river modeling to be outlined as related to the various alternatives and permitting requirements. Identify extent and level of modeling required for proposed stabilization methods. [modeling, if required, to be performed in next phase of project].
- 2.11 Identify “high-level” historical riverbank erosion to support viable stabilization and sewer re-routing options. This will be used to address future erosion rates and to support permitting agencies reviews for recommended improvements request.
- 2.12 Perform Permitting components as listed below:
 - Identify bank re-capture options and impacts on permitting.
 - Outline permitting requirements anticipated for the various options along with potential for hydraulic modeling and mitigation.
 - Identify potential for ACOE and IDEM 401/404 permit requirements for the various alternatives.
 - Identify potential for “IDNR Construction in the Floodway Permit” requirements for the various alternatives
- 2.13 Identify additional surveying, easements and/or geotechnical requirements for project design phase.
- 2.14 Prepare Pros and Cons for riverbank stabilization vs sewer re-routing based on items noted above.
- 2.15 Field Services. Provide the following field services in support of Technical Memorandum findings and recommendations:
 - a. Survey. Provide a high-level survey “verification” of the 2019 survey and any recommendations for supplemental surveying required for design and permitting phases. In support of this phase:
 - o Locate adjacent structures not included in 2019 survey, confirmation of existing utilities on 2019 survey, confirmation that 2019 X-sections are acceptable for 2023 project design.
 - o Utilize existing survey prepared in 2019 and complete minor additional field survey information required for development of Technical Memorandum.
 - b. Wetlands. Based on high-level field reconnaissance during Task 2.1, identify potential wetland areas.

c. *Ordinary High Water*. Based on high-level field reconnaissance during Task 2.1, identify approximate OHW along project limits.

2.16 Prepare Tech Memorandum to document alternatives with a summarization of previous tasks and figures including utilization of previous 30% design plan and profiles. Provide recommendation of which alternative or combination of alternatives is initially the most optimal solution.

2.17 At completion of review meeting in Task 1.2, update Technical Memorandum to reflect City review comments.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by March 13, 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>
Tech Memorandum Phase	110 Days after NTP

E. OPTIONAL ADDITIONAL SERVICES

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

Additional Survey for Riverbank Stabilization

Additional survey components not identified in 2.15.a to supplement 2019 base survey.

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.
- Survey and stabilization assessment of additional north riverbank project limits beyond those as identified in *B. Project Description* herein and shown on the 2019 base survey
- Public hearing participation

PART II

CITY'S RESPONSIBILITIES

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

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

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

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

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

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 Jacob Fowler.

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 by the Engineer but 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 \$ 42,500 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.

Rental cars and Flights will be reimbursed at cost. Engineer to provide receipts with invoices.

If approved, meals purchased for participants in a workshop or other work-related function will be reimbursed at cost. Engineer to provide receipts with invoices.

Miles for personal and rental vehicles to be billed at the established IRS rates at time of travel. A map with mileage of the most direct path to be included with all invoices requesting reimbursement.

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

	Per Diem Rate
Travel Day	\$112.00
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
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

<u>Study Phase – (Tasks 1 and 2)</u> For Services outlined in Tasks 1 and 2 a not to exceed fee of:	\$ 37,500
Optional Services - As authorized by PM <u>Additional Survey</u> For Services outlined in Optional Additional Services a not to exceed fee of: Supplemental Survey to Confirm 2019 Base Survey	\$ 2,000
<u>Contingency Allowance - As authorized by PM</u> For <u>Additional Services</u> and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of:	\$ 3,000
TOTAL NOT TO EXCEED FEE:	\$ 42,500

ATTACHMENT #2
EMPLOYEE HOURLY RATE SCHEDULE

DLZ INDIANA, LLC STANDARD FEE STRUCTURE FOR CFW MAYHEW STABILIZATION HOURLY RATES 2023		
<i>Activity Code</i>	<i>Employee Classification</i>	<i>2023 Hourly Rate</i>
	Division Manager / Structural Engineer IV	\$220.00
	Department Manager/Senior Modeler	\$200.00
	Senior Project Manager	\$170.00
	Registered Land Surveyor	\$140.00
	Project Manager	\$152.00
	Engineer III/Architect III/Landscape Architect III/ Planner III/Scientist III/Geologist III	\$130.00
	Engineer II/Architect II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II	\$118.00
	Engineer I/Architect I/Landscape Architect I/ Planner I/ Designer II/Scientist I/Geologist I	\$105.00
	Designer II	\$98.00
	Designer I	\$90.00
	Construction Observer Manager	\$115.00
	Construction Observer	\$98.00
	Technician/Surveying Mapping Assistant	\$75.00
	Clerical	\$65.00

<i>Crew Classification</i>	<i>2023 Hourly Rate</i>
Topographic Survey Crew	\$148.00

Rates are subject to revision on January 1, 2024.
Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

CU 4-2-2024
04/03/2024 JRF

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
DATED ~~March, 21, 2024~~ *March 7, 2023* BETWEEN CITY OF FORT WAYNE BOARD OF PUBLIC WORKS (CITY) AND DLZ
INDIANA, LLC (ENGINEER)

ST. JOE RIVER AT MAYHEW BANK STABILIZATION

Except to the extent modified herein, all terms and conditions of the Professional Services Agreement shall continue in full force and effect.

PART I A. GENERAL

No modifications and or additions.

PART I B. PROJECT DESCRIPTION

Add the following language: Installation of approximately 300 linear feet of riverbank stabilization along the north bank of the St. Joe River, and approximately 940 linear feet of proposed 48" sanitary sewer re-route, just northeast of the Mayhew Road bridge. Included in this project will be all design, permitting, and specification development.

PART I C. SCOPE OF SERVICES

Add the following immediately after Task 1 – Project Schedule and Review Meetings:

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:

- 1.4 Prepare project design schedule.
- 1.5 Attend three (3) review meetings – *proposed* to occur at the end of Preliminary Design Part I (30% Submittal), after completion of Preliminary Design Part II (60% Submittal), and Final Design (95% Submittal). These meetings are held at the Project Manager's office.
- 1.6 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Add the following language immediately after Task 2:

Task 3 - Preliminary Design

Phase I (30% submittal)

- 3.1 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.
- 3.2 Identify major utilities and their approximate location from Utility maps.

- 3.3 Check conflicts with any other proposed projects in the immediate area.
- 3.4 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 3.5 Engineer shall provide survey for ground/river elevations and also horizontal location of all utilities, including water service locations, as well as depths of existing sewers for the project area as provided in the Technical Memo Phase. At a minimum:
- Obtain elevations at toe of riverbank and at a minimum to center of river channel, via bathymetric survey, for the area designated for riverbank stabilization.
 - Survey north of the existing 48" sewer for the proposed sanitary sewer re-route [limits as established in the Technical Memo Phase]. Utilize existing 2019 survey for the area from existing 48" sewer south to the river water level. Tie 2019 survey with new survey.
 - Establish and locate by field survey Normal High-Water elevation along riverbank within area designated for riverbank stabilization.
 - Locate trees within floodway with 10" and greater DBH for IDNR Construction in Floodway permitting. [Supplemental tree survey to be performed under Optional Additional Services once construction limits within floodway have been identified]
 - Locate wetland delineation flags performed in Task 3.9
 - Locate existing private wells and sewer service laterals as identified by property owners.
 - Establish local horizontal and vertical control.

City will contact property owners for surveying and geotechnical access and location of existing water wells and sewer laterals. Engineer will assist in preparing figures etc. for discussions with property owners and/or meet with property owners for location of water wells and sewer laterals, as requested under Optional Services

- 3.6 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). Merge new and existing surveys and update pipe network. *(The drawings at this phase need only enough detail for the Engineer to accurately determine the recommended alignment and convey it to the Project Manager.)*
- 3.7 Draft or "Red Line" the Engineer's recommended horizontal bank stabilization alignment and or other alternatives onto the preliminary site drawings.
- 3.8 Furnish copy of the *Preliminary Design – Phase I Drawings* in PDF and DWF format to the Project Manager, via *PMIS Engineering Submittals Module*, for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.
- 3.9 Provide a list of potential permits needed for the project and coordinate with agencies based on 30% design for permitting comments. Perform wetland delineation within the project area.

Phase II (60% submittal)

- 3.10 Resolve any utility conflicts.

3.11 Upon approval of the project alignment by City, determine the final location of the proposed improvements and any temporary or permanent easement requirements. (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 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. Complete up to four (4) permanent easement descriptions/drawings for the City to coordinate property acquisition. Each permanent easement is expected to have an adjacent temporary easement for each property. (Due to the remoteness of the project area and potential for non-parallel easements, a LCRSPlat will be required to accompany the individual easement plats).

3.12 Provide updated 30% Design drawings to reflect recommended stabilization method(s) for permitting agency preliminary review.

A. Initial meeting with permitting agencies in the field as required. Additional meetings shall be performed under Contingency Allowance.

B. Initiate Geotechnical Investigation - Perform all associated coordination and work to obtain a geotechnical sub-consultant to perform soil borings and conduct geotechnical evaluation relative to pipe bedding, trench backfill, bedrock depth, subsurface conditions at tunneling or boring and jacking sites, dewatering and sheeting/shoring issues all in accordance with good Engineering practices. Engineer shall provide to the Project Manager a boring areas plan indicating required soil borings along pipe alignment and any areas of special interest prior to performing any geotechnical work. All work and the proposed location plan shall be approved by the Project Manager prior to commencement.

Assumptions:

1. A minimum of three (3) holes at a maximum depth of 40 feet.
2. Removal of small trees to gain access for borings to be performed by geotechnical sub-consultant. Cut trees to remain on-site. Engineer to be onsite during tree removal to minimize disturbed areas.
3. City will contact property owners for geotechnical access.

3.13 At completion of 60% Design, furnish to the Project Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the Project Manager, as requested, in obtaining regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies and preparation of Riparian Mitigation Plan to be included with permit. The following permits are assumed: ACOE 404, IDEM 401 and IDNR Construction in a Floodway.

Assumptions:

1. River modeling, if required per meeting under Task 3.12, shall be performed under Contingency Allowance.
2. Construction documents for mitigation site is not included, assuming Lakeside Golf Course site is available to meet requirements.
3. Meetings with reviewing agencies shall be performed under Contingency Allowance.

- 3.14 Finalize bank stabilization product review and recommendations. Incorporate the recommendation coordination with permitting agencies based on 30% design level drawings.
- 3.15 Prepare *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 |
| Erosion Control and Site Access | 2 |
| Plan and Profile Sheets | 4 |
| Cross Section Sheets | 4 |
| Detail Sheets | 4 |
| <u>Special Detail Sheets</u> | <u>2</u> |
| TOTAL | 19 |
- 3.16 Prepare draft specifications in MF04 format.
- 3.17 Compute project quantities and estimate of construction costs in MF04 format.
- 3.18 Submit draft Preliminary Design Documents to Project Manager, via *PMIS Engineering Submittals Module*, for review and approval.
Preliminary Design Submittal:
Preliminary Design Drawings
Preliminary Specs (PDF and Word Format)
Summary of Project Quantities w/estimated construction costs.
- 3.19 Upon approval of Preliminary Design Drawings, submit one copy for "routings" along with a list of all projected affected entities. Project Manager will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to Engineer at the review meeting.

Task 4 - Final Design (95% submittal)

- 4.1 Prepare final specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions, and necessary details to supplement City standards.
- 4.2 Complete a quality control review of the draft Contract Documents.
- 4.3 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 4.4 Update summary of project quantities.
- 4.5 Submit draft Final Design Documents to Project Manager for review and approval.
Final Design Submittal
Final Design Drawings
Summary of Project Quantities w/estimated construction costs.
Bidform
Project Technical / Supplemental Specifications.

- 4.6 Upon approval of Final Design drawings and project specifications, prepare and submit (via *PMIS Engineering Submittals Module*) an electronic version of the project specifications in Microsoft Word and PDF formats and 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 5 - Bidding Phase. The bidding phase services shall include the following:

- 5.1 Attend Pre-bid Meeting.
- 5.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents.
- 5.3 Conformed Contract Documents - The Engineer will provide an edited set of Contract Documents Drawings incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Drawings will contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit electronic version of CTC project drawings in both PDF and DWG file format in the latest version utilizing the PMIS Engineering Submittals module.

Task 6 - Construction Phase. The construction phase services shall include the following:

- 6.1 Engineer shall process and review up to 10 in total for Submittals/Shop Drawings/RFIs/Change Proposals. The review process for each shop shall be completed within a two (2) week time period. Review shall be to assess if items covered by the submittals will, after installation or incorporation, conform to the Contract Documents and be compatible with the overall design intent. Review and approval will not extend to means, methods, techniques, sequences or procedures of, or to safety precautions, procedures, or programs incident thereto. Engineer shall be available to answer questions as they pertain to the drawings and specifications throughout construction of the Project. Engineer shall also evaluate and determine the acceptability of substitute materials proposed by the Contractor utilizing the City's Project Management Information System ("PMIS").
- 6.2 Engineer shall not be responsible for the acts or omissions of the Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the work. Engineer shall not be responsible for the failure of the Contractor to perform or furnish the work in accordance with the Contract Documents.
- 6.3 The Engineer shall prepare a final record drawing for the project based on information from the contractor and Resident Project Representative. The drawing shall be prepared in accordance with The City Utilities Design Manual CADD Standards Chapter 3 – Submittals. Engineer shall submit electronic version of Record Project Drawings in both PDF and Autodesk file format utilizing the PMIS Engineering Submittals module.

PART I D. SCHEDULE

Add the following design schedule immediately after Tech Memorandum Phase schedule:

<u>DESIGN SCHEDULE</u>	<u>DATE (1) (2)</u>
Topographic and Bathymetric Survey (3)	60 days after Design Amendment NTP
Preliminary Design Phase I (30%)	60 Days after Topographic and Bathymetric Survey
Preliminary Design Phase II (60%)	60 Days after 30% Design Permitting Agency Comments
Final Design Phase	60 days after Phase II Comments

- (1) Schedule dependent on permitting review time by agencies.
- (2) Time required for preparation of Riparian Mitigation construction drawings, if required, are not included in schedule.
- (3) Weather dependent activities

PART I E. OPTIONAL ADDITIONAL SERVICES

Add the following services:

- 1. Supplemental tree survey for IDNR Construction in Floodway permitting.
- 2. Figures to assist City in securing property owner access as reflected in Task 3.5
- 3. Riparian Mitigation Plan, if required, for IDNR Construction in Floodway permitting as reflected in Task 3.13 – No additional surveying required. Construction drawings not included.

CONTINGENCY TASKS (but not specifically limited to):

Add the following tasks:

- Perform site visits to assist Project Manager in resolution of design or construction problems
- Site visits and meetings with reviewing agencies for permitting coordination.
- Perform river modeling in support of bank stabilization as required by permitting agencies.

PART II

CITY'S RESPONSIBILITIES

No modifications and or additions, all terms remain in effect.

PART III COMPENSATION

Modify Article A, COMPENSATION, to increase the not to exceed amount by \$ 210,500.00, resulting in a new total amount not-to-exceed \$253,000.00.

Modify Article A, COMPENSATION, to include the following paragraph: The Engineer shall provide the Services at the hourly rates attached hereto as Attachment 2 – Hourly Rate Schedule. The Engineer may propose adjustments to its hourly rates from time to time. To propose an adjustment in rates, Engineer shall submit a “Rate Adjustment Request” on a form made available by the City. All proposed adjustments are subject to City approval. If the proposed adjustments are approved, the adjustments shall become effective on the date identified in the Rate Adjustment Request form provided by Engineer, which shall thereafter be attached to the Agreement as an additional Exhibit. If the City rejects the proposed adjustments, the City shall provide written notice to the Engineer and the parties shall work in good faith to identify mutually acceptable hourly rates. If an agreement cannot be reached within (10) days following the date that the City provides written notice to the Engineer of its rejection of the proposed rates, the Engineer shall continue to provide the Services at the original agreed upon rates for the duration of this Agreement. Any adjustment of hourly results under this paragraph that is anticipated to increase the total Contract Price for the Services shall be approved by the Board of Public Works. Otherwise, Board approval shall not be required.

Replace Article B, BILLING AND PAYMENT, in its entirety with the following:

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.
- d. To be considered for payment, invoicing for January through September must be received no later than 90 days from the end of the month that the services were provided. For services provided in the months of October, November, and December, invoices must be received by January 15th of the following year. Any invoices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
- e. By January 15th of each calendar year, the Engineer shall invoice the City for all outstanding services through December 31st of the prior year (Year End Invoice). If Engineer is unable to provide the Year End Invoice by January 15th, the Engineer shall notify the City Representative by January 15th, in writing, and shall coordinate with the City Representative to determine the earliest feasible date to deliver the Year End Invoice. Any Year End invoices or notices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
- f. By January 10th of each calendar year, the Engineer shall provide City Representative, in writing, a list of any outstanding payments due (Aged Receivables) for services rendered through December 31st of the prior year. The City Representative shall review the list of Aged Receivables and confirm that they are being processed for payment.

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.

ATTACHMENT #1

Modify Attachment #1 by adding the cost in the following attachment.

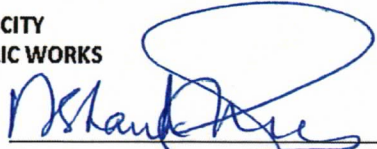
ATTACHMENT #2

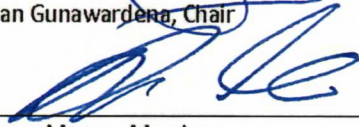
Replace Attachment 2 in its entirety with the following attachment.

APPROVALS

IN WITNESS WHEREOF, CITY and ENGINEER have executed this AMENDMENT.

**APPROVED FOR CITY
BOARD OF PUBLIC WORKS**

BY: 
Shan Gunawardena, Chair


BY: 
Kumar Menon, Member

BY: 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

DATE: 4.2.2024

APPROVED FOR ENGINEER

BY: 
Miguel A. Trevino, Vice President

DATE: March 21, 2024

ATTACHMENT #1

AMENDMENT No. 1 - SUMMARY SHEET
SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Design Phase – (Tasks 1, 3 and 4)

For Services outlined in Tasks 1.4, 1.5, 1.6, Task 3 and 4 a not to exceed fee of: \$ 176,300.00

Bidding Phase – (Task 5)

For Services outlined in Task 5 a not to exceed fee of: \$ 4,400.00

Construction Phase – (Task 6)

For Services outlined in Task 6 a not to exceed fee of: \$ 10,600.00

Design Optional Services - As authorized by PM

Supplemental Tree Survey

For Services outlined in Optional Additional Services a not to exceed fee of: \$ 3,500.00

Misc. Coordination with Property Owners

For Services outlined in Optional Additional Services a not to exceed fee of: \$ 1,300.00

Riparian Mitigation Plan for IDNR

\$ 4,400.00

Design 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: \$ 10,000.00

TOTAL NOT TO EXCEED FEE: \$ 210,500.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<p align="center">DLZ INDIANA, LLC STANDARD FEE STRUCTURE FOR ST. JOE RIVER AT MAYHEW BANK STABILIZATION HOURLY RATES 2024</p>		
<i>Activity Code</i>	<i>Employee Classification</i>	<i>2024 Hourly Rate</i>
	Division Manager / Structural Engineer IV	\$250.00
	Department Manager/Senior Modeler	\$230.00
	Senior Project Manager	\$190.00
	Registered Land Surveyor	\$151.00
	Project Manager/Engineer IV	\$162.00
	Engineer III/Architect III/Landscape Architect III/ Planner III/Scientist III/Geologist III	\$138.00
	Engineer II/Architect II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II	\$125.00
	Engineer I/Architect I/Landscape Architect I/ Planner I/ Designer II/Scientist I/Geologist I	\$117.00
	Designer II	\$107.00
	Designer I	\$95.00
	Construction Observer Manager	\$120.00
	Construction Observer	\$100.00
	Technician/Surveying Mapping Assistant	\$85.00
	Clerical	\$65.00

	<i>Crew Classification</i>	<i>2024 Hourly Rate</i>
	Topographic Survey Crew	\$155.00

Rates are subject to revision on January 1, 2025.

Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

Interoffice Memo

Date: **April 12, 2024**
To: Common Council Members
From: Mike Kiester, City Utilities Engineering
RE: **St Joe River at Mayhew Bank Stabilization
Resolution / Work Order # 77001**


4.12.2024

Council District #: N/A, Outside City Limits

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 Engineering consultation and advice, and other customary services incidental thereto. "St Joe River at Mayhew Bank Stabilization" is the installation of approximately 300 linear feet of riverbank stabilization along the north bank of the St. Joe River, and approximately 940 linear feet of proposed 48" sanitary sewer re-route, just northeast of the Mayhew Road bridge. Included in this Agreement will be all design, permitting, and specification development.

Implications of not being approved: Currently, the St. Joe River is eroding the riverbank and the large diameter sanitary sewer has minimal cover left increasing the possibility of failure. This project would reroute the sewer and provide bank stabilization to remedy this issue.

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 with 7 firms submitting a statement of qualifications. Utilities Engineering staff reviewed the qualifications and established a short list of consultants. A request for proposals was sent to three shortlisted firms for Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFP's. RFP scoring was based on expertise, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected DLZ Indiana for this project and finds their scope and fee to be the best value for this project.

The cost of said project funded by Sewer Revenue

Council Introduction Date: April 23, 2024

CC: BOW
Matthew Wirtz
Jill Helfrich
File

BILL NO. S-24-04-23

REPORT OF COMMITTEE ON CITY UTILITIES

May 7, 2024

Paul Ensley Chair

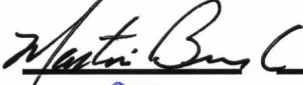


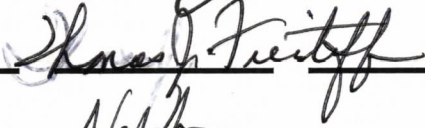




Russ Jehl Co-Chair

All Council Members

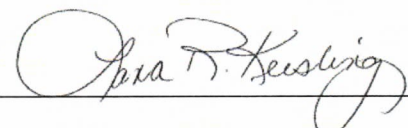
An Ordinance approving Amendment No. 1 to Professional Services Agreement for the St. Joe River at Mayhew Bank Stabilization – Resolution/Work Order #77001 between DLZ Indiana, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total amount not to exceed \$253,000.00

COMMITTEE ON CITY UTILITIES 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>BENDER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

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

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<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"/>
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"/>
HARTMAN	<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"/>
MYERS	<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"/>

DATED: May 14, 2024




 LANA R. KEESLING, CITY CLERK

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

Special Resolution No. S-24-04-23 on the 14th day of May, 2024

ATTEST:



 LANA R. KEESLING
 CITY CLERK



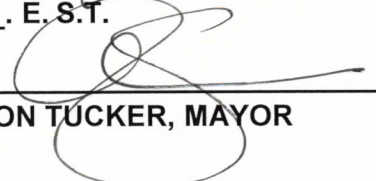
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th of May 2024, at the hour of 10:40 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 21st day of May 2024, at the hour of 10:11 o'clock a.m. E.S.T.



 SHARON TUCKER, MAYOR

