BILL NO. S-26-10-10

SPECIAL ORDINANCE NO. S-121-26

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – MEMORIAL PARK SEWER SEPARATION – WORK ORDER #77684 – (not to exceed $245,000.00) between DLZ INDIANA, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT – MEMORIAL PARK SEWER SEPARATION – WORK ORDER #77684 – between DLZ INDIANA, LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to: CONNECT TO THE OUTFALL AT WPCP WHICH IS SIZED FOR THE PROPOSED STORM SEWER FLOWS; PERFORM SEWER SEPARATION IN THE MEMORIAL PARK AREA, AS WELL AS TO IMPROVE DRAINAGE IN THE NEIGHBORHOOD;

involving a cost not to exceed TWO HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS - ($245,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

CU 9.29.26

PROFESSIONAL SERVICES AGREEMENT

77684 - Memorial Park Sewer Separation

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 210
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: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DATE: 9.29.2026

APPROVED FOR ENGINEER

BY: _____
Miguel A. Trevino, PE, RB
Vice President

DATE: September 8, 2026

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 furnishing civil Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Installation of approximately 12,000 LF of storm piping ranging from 12-inch to 66-inch in diameter, 30 storm manhole structures, and 90 storm inlets. The storm system is to connect to the regional storm outfall at the intersection of E Wayne Street and Glasgow Avenue. The main trunkline runs down Glasgow Avenue and Warren Street with tributaries along Humphrey Street, Maumee Avenue, Winch Street, Pittsburg Street, and Pennsylvania Street. See Attachment A for preliminary storm system alignment. Preliminary pipe design and PCSMMM modeling have been completed and can be used for completing the final design of the storm system.

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. Sustainability, energy efficiency, and innovation shall be incorporated into the project, where applicable. 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 two (2) review meetings – proposed to occur at the end of Preliminary Design Part I and after completion of Preliminary Design Part II. These meetings are held at the Program Manager's office.

1.3 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 Preliminary Design

Phase I (30% submittal)

2.1 Research City documents 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 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. The survey will also include topographic mapping of existing features along the proposed storm sewer routing encompassing the street R/W limits plus 10 feet.

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). *The drawings at this phase need only enough detail for the Engineer to accurately determine the recommended alignment and convey it to the Program Manager. Pipe sizing and proposed slopes will be provided to Engineer based on Preliminary Pipe Design and PCSMMM modeling (by others).*

2.7 Draft or "Red Line" the Engineer's recommended horizontal route onto the preliminary site drawings.

2.8 Furnish one copy of the Preliminary Design – Phase I Drawings in PDF and DWF format to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

Phase II (60% submittal)

2.10 Resolve any utility conflicts.

2.11 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.

2.12 Preliminary Design Phase II Drawings with no phasing. Incorporate all design improvements presented in Phase I.

The Drawings will generally include: (estimated)

	Sheets
Title Sheet	1
General Notes, Index and Legend	2
MOT Plan	1
Erosion Control Plan (SWPPP)	2
Restoration Plan	1
Plan (and Profile) Sheets	22
Special Detail Sheets	4
TOTAL	33

Areas noted for Phasing will be identified on the overall project design documents. Separate bidding documents, if required, for a later phase would be performed under *Contingency Task*.

2.13 Prepare draft specifications in MF04 format.

2.14 Compute project quantities and estimate of construction costs in MF04 format.

2.15 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.

2.16 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.

2.17 Prepare drawings showing proposed soil boring locations and send to Program Manager for review. Upon approval Engineer will complete geotechnical investigation *(to be performed under Additional Services)*. Final reports and boring logs are to be shared with Program Manager.

2.18 Prepare drawings showing proposed potholing locations and send to Program Manager for review. Upon approval Engineer will complete subsurface utility investigation *(to be performed under Additional Services)*. Final results are to be shared with Program Manager.

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 Submit draft Final Design Documents to Program Manager for review and approval.
Final Design Submittal (2 Complete Sets)
Final Design Drawings
Summary of Project Quantities w/estimated construction costs.
Bidform
Project Technical / Supplemental Specifications.

3.6 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.

3.7 Prepare and submit SWPPP plan to IDEM for approval.

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. *(Contingency Task)*

5.4 Perform site visits to assist Program Manager in resolution of design or construction problems. *(Contingency Task)*

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 Prepare and deliver operator training in three sessions for operations and maintenance staff. Training shall include drawings, visual aids, and operational information for routine operation.

5.9 Review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and Contract Documents.

5.10 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 prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE	DATE
Preliminary Design Phase I	90 days after NTP
Preliminary Design Phase II	60 days after Design Phase I approval and completion of soil borings and potholing results
Final Design Phase	60 days after Design Phase II approval

E. ADDITIONAL SERVICES

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

Geotechnical Investigation – Optional Service #1

- 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 Program Manager a boring areas plan indicating required soil borings along pipe alignment, proposed boring depth(s) 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 fifteen (15) holes.*

Subsurface Utility Investigation – Optional Service #2

- Perform all associated coordination and work to obtain a sub-consultant to perform potholes and submit GPS location, elevation, depth, size, and material of selected utilities, Engineer shall provide to the Program Manager a potholing areas plan indicating required potholes along pipe alignment and any areas of special interest prior to performing any subsurface utility investigation work. All work and the proposed location plan shall be approved by the Program Manager prior to commencement. *Assume a minimum of thirty (30) potholes.*

Water Quality Design – Optional Service #3

- Design of individual water quality units, assuming up to four (4) hydrodynamic separators at selected sub-catchments. PCSMMM modeling to be provided for the various sub-catchment area flows.

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.
- Prepare permit applications and 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.
- Adding soil boring logs to design profiles.
- Pipe alignment changes that require additional surveying.
- Preparation of separate biding documents for Project Phasing
- Coordination with traffic engineering exceeding 2 meetings
- Attend pre-construction meeting.
- 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 Veronika Meyer, 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 **$ 245,000.00** 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.

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.

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

	Per Diem Rate
Travel Day 1 (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.
    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.

PART IV 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 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*

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

b) General Liability $1,000,000 minimum per occurrence/ $2,000,000 aggregate (if the value of the projects exceeds $10,000,000 then this shall be $5,000,000 aggregate).

c) Automobile Liability, including Hired and Non-Owned Auto $1,000,000 minimum per occurrence

d) Products/Completed Operations Liability $2,000,000 aggregate

e) Personal & Advertising Liability $1,000,000 any one person or organization

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, * except for Worker's Compensation, 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:	$126,900
Bidding Phase - (Task 4)	
For Services outlined in Task 4 a not to exceed fee of:	$6,200
Construction Phase - (Task 5)	
For Services outlined in Task 5 a not to exceed fee of:	$14,900
Additional Services - As authorized by PM	
Geotechnical Investigation	
For Services outlined in Optional Service #1 a not to exceed fee of:	**$20,000**
Subsurface Utility Investigation	
For Services outlined in Optional Service #2 a not to exceed fee of:	**$40,000**
Water Quality Elements	
For Services outlined in Optional Service #3 a not to exceed fee of:	**$12,000**
Contingency Allowance - As authorized by PM	
For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :	**$25,000**
TOTAL NOT TO EXCEED FEE:	**$245,000**

ATTACHMENT #2

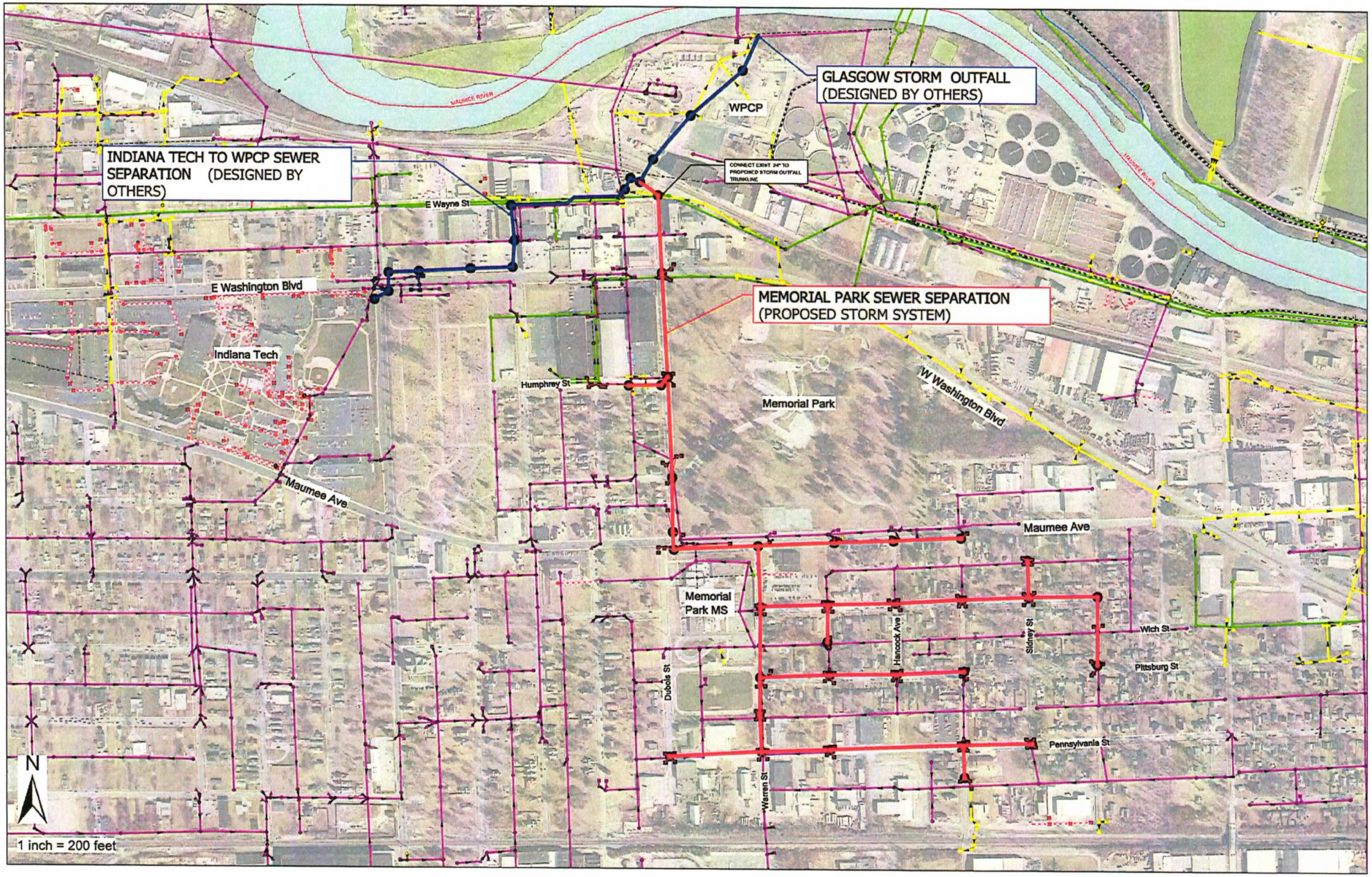
EMPLOYEE HOURLY RATE SCHEDULE

DLZ INDIANA, LLC STANDARD FEE STRUCTURE FOR CITY OF FORT WAYNE UTILITIES HOURLY RATES 2026		
Activity Code	***Employee Classification***	***2026 Hourly Rate***
	Division Manager / Structural Engineer IV	$263.00
	Senior Stormwater Modeler/QC Engineer	$260.00
	Department Manager	$240.00
	Deputy PM / Senior Technical Advisor	$235.00
	Senior Project Manager	$198.00
	Registered Land Surveyor or Primary Plan Reviewer	$155.00
	Project Manager/Engineer IV/Permit Engineer/ Stormwater Modeler	$172.00
	Engineer III/Lead Engineer	$148.00
	Engineer II	$135.00
	Engineer I	$122.00
	Designer II/Survey Map Assistant	$110.00
	Designer I	$98.00
	Construction Observer Manager	$130.00
	Construction Observer	$105.00
	Technician	$85.00
	Clerical	$65.00

	Crew Classification	***2026 Hourly Rate***
	Topographic Survey Crew	$160.00

Rates are subject to revision on January 1, 2027.

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


GLASGOW STORM OUTFALL
(DESIGNED BY OTHERS)
WPCP
CONNECT EXIST. 24" TO PROPOSED STORM OUTFALL TRUNKLINE
INDIANA TECH TO WPCP SEWER SEPARATION (DESIGNED BY OTHERS)
E Wayne St
E Washington Blvd
Indiana Tech
MEMORIAL PARK SEWER SEPARATION
(PROPOSED STORM SYSTEM)
Humphrey St
Memorial Park
W Washington Blvd
Maumee Ave
Maumee Ave
Memorial Park MS
Dubois St
Hancock Ave
Sidney St
Wich St
Pittsburg St
Pennsylvania St
Warren St
N
1 inch = 200 feet

City Utilities
Engineering

Interoffice Memo

Date: October 6, 2026

To: Common Council Members

From: Eric Ruppert, Manager, City Utilities Engineering

Eric W Ruppert 10/8/2026

RE: Memorial Park Sewer Separation
77684

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. The Memorial Park Sewer Separation is to connect to the outfall at WPCP which is sized for the proposed storm sewer flows. The purpose of this project is to perform sewer separation in the Memorial Park area, as well as to improve drainage in the neighborhood.

Implications of not being approved: Memorial Park is a combined sewer and storm. Without improvements to this project, we cannot proceed with separating the systems, which is essential for improving neighborhood drainage.

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

Selection and Approval Process:
The consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was sent to over 100 firms and posted on the City website, and 5 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. 5 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 experience, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected DLZ Engineering 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 September 8, 2026, and Contract price is not to exceed $245,000.00

The cost of said project funded by Sewer Bond

Council Introduction Date: 10/13/2026

CC: Matthew Wirtz
Jill Helfrich
File

BILL NO. S-26-10-10

REPORT OF COMMITTEE ON CITY UTILITIES

October 27, 2026

Thomas Freistroffer Chair
Russ Jehl Co-Chair
All Council Members

An Ordinance approving Professional Services Agreement – Memorial Park Sewer Separation – between DLZ Indiana, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost not to exceed $245,000.00

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

COUNCIL MEMBER	DO PASS	DO NOT PASS	ABSTAIN
BENDER			
BOOKER			
CHAMBERS			
ENSLEY			
FREISTROFFER			
HARTMAN			
JEHL			
MYERS			
PADDOCK			

JOHN D. MCGAULEY
CITY CLERK

Public Hearing Date: N/A
Read the first time in full and on motion by Councilperson Freistroffer.
Read the second time by title and referred to the City Utilities Committee.
Read the third time in full and on motion by Councilperson Freistroffer, placed on passage by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT
BENDER	☒	☐	☐	☐
BOOKER	☒	☐	☐	☐
CHAMBERS	☒	☐	☐	☐
ENSLEY	☒	☐	☐	☐
FREISTROFFER	☒	☐	☐	☐
HARTMAN	☒	☐	☐	☐
JEHL	☒	☐	☐	☐
MYERS	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐

DATED: October 27, 2026

JOHN D. MCGAULEY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-26-10-10 on the 27th day of October , 2026

ATTEST:

JOHN D. MCGAULEY
CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th of October 2026, at the hour of 9:10 o'clock A.M. E.S.T.

JOHN D. MCGAULEY, CITY CLERK

Approved and signed by me this 28th day of October 2026, at the hour of 9:57 o'clock A.M. E. S.T.

SHARON TUCKER, MAYOR

Fort Wayne Indiana
Office of the City Clerk
OCT 28 2026
RECEIVED