BILL NO. S-12-05-19

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving Professional Engineering Services Agreement for EFFLUENT PUMP STATION AND POND 3 IMPROVEMENTS between ARCADIS U.S., INC. and the City of Fort Wayne, Indiana, in connection with the 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 Engineering Services Agreement for EFFLUENT PUMP STATION AND POND 3 IMPROVEMENTS by and between ARCADIS U.S., INC. 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 for Professional Engineering Services for design and bid documents for pumping facilities to increase the hydraulic capacity of the plant that will include a pump/wetwell structure, an electrial building, treated water flow contorl structures, and final effluent pond piping improvements:

involving a total cost of SIX HUNDRED NINETY-TWO THOUSAND, NINE HUNDRED EIGHTY-EIGHT AND 00/100 DOLLARS - ($692,988.00). A copy 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

_____
Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

EFFLUENT PUMP STATION AND POND 3 IMPROVEMENTS ("PROJECT")

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

ARCADIS U.S., INC. ("ENGINEER")
130 West Main Street, Suite 23
Fort Wayne, Indiana 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: _____
Robert P. Kennedy, Chair

BY: _____
John Urbahns, Member

BY: _____
Kumar Menon, Member

ATTEST: Victoria Edwards
Victoria Edwards, Clerk

DATE: May 16, 2012

APPROVED FOR ENGINEER

BY: _____
Paul H. Powers, Certified Project Manager

DATE: 5/10/12

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

This project includes the preparation of construction contract documents to be bid as a two prime contracts, one contract for the ***Effluent Pump Station*** and one contract for ***Pond 3 Bypass Pipe***, including the development of design drawings, specifications, preparation of a design criteria summary, opinions of probable construction costs, and bid phase services for the construction of a new Effluent Pump Station (EPS) and improvements to Pond 3 at the Water Pollution Control Plant (WPCP). The new Effluent Pump Station will be rated for a firm capacity of 85-mgd with an alternate bid to install 100 MGD firm pumping capacity. Firm station capacity will be achieved when river level is at the 25 year flood stage. The project will generally include the following features:

1. The Effluent Pump Station will be based on the use of submersible axial flow (propeller) type pumps. Pumps will be driven by variable speed drives to cover the anticipated operating flow range of up to 85 mgd with provisions for a future capacity of up to 100 mgd. Pump curve operating envelopes will be developed to determine the appropriate number of constant speed and variable speed pumps to attain all anticipated pumped flows up 100 MGD. The pump station structure will include a below grade cast-in-place concrete wet well and common discharge channel. There will be no superstructure over the wet well, pumps, or common discharge channel.

2. The Effluent Pump Station will generally be located adjacent to the existing 72-inch conduit between Pond 2 and Pond 3. *(The final location will be identified at the Design Kick-off/Concept Confirmation Workshop)*

3. A new Diversion Structure will be constructed over the existing 72-inch conduit to convey flow to the new Effluent Pump Station. This connection will be included in the construction sequence or maintenance of Plant operations plan (MOPO plan) to be included in bidding documents.

4. The Effluent Pump Station will discharge to a new structure constructed over the existing 72-inch conduit to convey flow to Pond 3. This connection will be included in the construction sequence or maintenance of Plant operations plan (MOPO plan) to be included in bidding documents.

5. Sitework will include new access roads and paving to the pump station as required to facilitate removal of pumps by portable crane, to facilitate diesel fuel deliveries to the standby generator *(reference Item 8 below)*, and to facilitate routine operation and maintenance of the facility.

6. It is assumed that electrical power for the new pump station will originate from the Combined Sewer Pump Station (CSPS) Electrical Building. It is further assumed that there is an existing spare breaker at the CSPS electrical Building with sufficient capacity and voltage at the 4160 level to feed the new EPS.

7. Electrical power from the CSPS will terminate at a new transformer. 480 volt switchgear downstream of the transformers will be located inside the EPS electrical building. Transformers will be outside type units.

8. If the new Effluent Pump Station is determined to be "Critical" infrastructure, it will require "on-site electrical power generation" in accordance with Article 708 of the National Electric Code (NEC). This Agreement assumes that the Effluent Pump Station is "Critical" infrastructure and that on site standby electrical power will be based on a diesel engine driven outdoor generator with a skid mounted fuel tank.

9. Electrical power distribution equipment, automatic transfer switch, effluent pump variable speed drives, and PLC based controls will be located in a new electrical building located adjacent to the pump station. The new building will be of similar construction to the existing CSPS split face block buildings.

10. It is assumed that SCADA communications will be by fiber optic cables routed in a new duct bank between the new Effluent Pump Station and the chlorine contact tank vicinity.

11. Pump controls will be based on a local PLC panel with front panel mounted operator interface unit (OIU). VFDs (and any soft starters) will have option of manual pushbutton control with indicator lights. Functional descriptions for pump controls and monitoring will be included in the specifications. Programming of SCADA and OIU interface will be by Contractor. Control specifications and flow charts to be developed six (6) weeks prior to advertising the construction contract to facilitate a CITY selection process. Contractor to be selected by CITY's Request For Qualification (RFQ) process in which one firm takes responsibility for programming and systems integration services. An addendum will be issued to the bidding contractors identifying the programming and systems integration firm, price, and CITY negotiated subcontract.

12. It is assumed that the CITY will obtain a waiver from IDEM for D.O. limits during wet weather/high river conditions and that Pond 3 re-aeration improvements are not necessary. As a result, Pond 3 re-aeration is not included in the *Scope of Basic Design Services.*

13. A plant effluent meter will be installed adjacent to the EPS which will measure all flow from the plant discharged into Pond 3 and eventually into the river. Both pumped and gravity flow will be reported to SCADA sufficient for IDEM reporting purposes.

14. Improvements to Pond 3 will be incorporated into the overall EPS design. This will include design of a bypass pipe approximately 900 feet long, running in the north-south direction adjacent to the pond's west embankment. New sheeting will be driven into Pond 3 to facilitate installation of the bypass pipe. A Technical memorandum will be prepared documenting pipe construction and bypass pipe connection at Outfall 001 and sketch options for bypass pipe structure at northwest corner of Pond 3, geotechnical considerations, and management of effluent flows during normal and high river levels. Bathymetric survey and dredging of sediment accumulation is not included in the *Scope of Basic Design Services.* An analysis of the stability of Pond 3 berms under maximum differential hydraulic conditions is not included in the *Scope of Basic Design Services.*

C. SCOPE OF WORK

The duty of the ENGINEER is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The ENGINEER shall develop and provide the following services:

TASKS 1A AND 1B – DESIGN

A. PROJECT MANAGEMENT AND ADMINISTRATION

1. Workshops for the Effluent Pump Station Design Services will be held at critical stages of the design process as follows:

   a. Pre-Design Kick-off/Concept Confirmation Workshop meeting
   b. Design Kick-off/Concept Confirmation Workshop including development of initial Risk Management Plan
   c. Pond 3 Technical Memorandum Review Meeting
   d. 30% Submittal Review Workshop
   e. 60% Submittal Review Workshop
   f. 90% Submittal Review Workshop
   g. Pre-bid meeting

2. Prepare agendas, handouts and meeting notes for all meetings and workshops. Provide to owner minimum of three (3) business days prior to meeting/workshop agendas, handouts, and review documents including respective plans and specifications. Provide meeting/workshop notes within one (1) week following the meeting or workshop.

3. The total number of meetings/workshops budgeted is seven (7).

B. DETAILED DESIGN SERVICES

1. Prepare detailed design drawings for all elements of the work. The drawings will show site grading, access roads, Pond 3 improvements and layout of the pump station facilities including effluent flow meter, structural and architectural components and details, mechanical equipment configuration and layout, HVAC systems and details, electrical equipment and connections, and process instrumentation and control diagrams and flow charts. All Drawings prepared under this Agreement will become the property of the CITY upon completion of the work. Comply with CITY CADD standards. Provide AutoCAD drawings and PDF files at time of "Conformed To Contract" (CTC) document transmittal in accordance with CITY standards. Provide PDF files of 30%, 60%, and 90%, 100%, and CTC document set transmittals. All drawings sheets to be stamped by a professional engineer registered in the State of Indiana.

2. Prepare separate construction specifications to supplement the detail design drawings; one for the Effluent Pump Station Contract and one for the Pond 3 Bypass Pipe Contract. The front end documents including the notice to bidders, instruction to bidders, bid forms, bid surety forms, contract agreement form, typical contract provisions, and specific contract provisions will be in the CITY's standard format. Technical specifications including Division 01 through 48 will be in ARCADIS's Standard Construction Specifications Institute (CSI) 2007 format. A cover sheet located after the specification title sheet will detail who takes professional engineering responsibility for Divisions 0 through 48. Provide PDF and word format specifications with 30%, 60%, and 90%, 100% and CTC document review transmittals. Provide Printable PDF documents at 100% document submittal.

3. Prepare Design Criteria Summary Memorandum that documents the design basis and sizing for all major equipment.

4. Prepare maintenance of plant operations plan to ensure continuous operation of the WPCP during construction.

5. Prepare opinions of probable construction costs for the work covered by the detail design drawings and specifications. Cost estimate level to be Class 1 in accordance with the Association for the Advancement of Cost Engineering's (AACE) standards. Cost estimate to be provided for pump station location, effluent flow meter, and Pond 3 improvements at the concept confirmation workshop. Cost estimates to be provided with 30, 60, and 100% design completion deliverables.

6. Prepare preliminary construction schedule that identifies all required major milestone dates. To be provided at the concept confirmation workshop and updated at the 60% design review workshop.

7. Prepare the Construction Permit application for submittal by the CITY. Construction permit transmittal to include a stamped set of drawings and specifications. Permit fees will be paid by the CITY.

8. It is anticipated that greater than 1 acre will be disturbed by construction activities. As a result, a Rule 5 Storm Water Pollution Prevention Plan and Permit will be required for the project. A SWPPP will be prepared for the project. In addition, the Notice-of-Intent (NOI) will be prepared. Permit fees will be paid by the CITY.

9. Building Permits: The specifications will define requirements for the Contractor to obtain and pay for all required building permits.

10. Prepare "Hydraulic Profile" from chlorine contact tank weirs to river at Pond 3.

11. Physical hydraulic model of EPS and associated structures. ARCADIS will subcontract with Clemson Engineering Hydraulics (CEH) to perform EPS physical modeling. Provide all information required for model study, coordinate and review CEH model setup and final test results and attend one (1) witness test at CEH's facility. David Werth, PhD, P.E. with CEH will attend Design Concept Confirmation Workshop in Fort Wayne.

12. Prepare risk management plan for project to identify and monitor project risks. The process will develop a Risk Register (matrix) to facilitate ownership of risks and to identify mitigation strategies. Risks will be ranked based on overall impact and probability. Mitigation measures and contingency plans will be outlined in a matrix format, or Risk Register. Initial "seed" plan will be developed during Design Confirmation Workshop and will be further developed as additional risks and hazards are identified throughout the project. Risk Register will be reviewed and updated at each project review workshop.

13. Hydraulic Model Update. Utilizing existing hydraulic model developed for WPCP; update the model files to add the new EPS, along with any related new local structures. Copy of *Visual Hydraulics* software will be provided by CITY for update and validation process.

14. Perform constructability, operability and bidability reviews by experienced technical staff, designers and construction experts throughout the design process. Initial constructability review will be held during Concept Confirmation Workshop with more detailed reviews occurring at 30% and 60% design phases. Operability and bidability reviews will be performed at appropriate design stages.

C. DELIVERABLES

1. 30% Design Submittal: The 30% Submittal will consist of preliminary drawings that communicate the design approach/intent for the new Effluent Pump Station concept and Pond 3 improvements. Seven copies of the 30% Submittal will be submitted to CITY. The 30% Submittal will include the following:
   a. Preliminary design drawings including site layout plan, pump station layout, electrical building layout, electrical single line diagrams, and process and instrumentation diagrams.
   b. Design criteria summary including effluent pumping system curves and pump envelopes of operation.
   c. Preliminary control system functional descriptions
   d. Preliminary maintenance of plant operations plan
   e. Opinion of probable construction costs
   f. Preliminary construction schedule

2. 60% Design Submittal: The 60% Submittal will consist of a set of well-coordinated documents that clearly communicate the design approach/intent of all disciplines. Seven (7) copies of the 60% Submittal will be submitted to CITY. The 60% Submittal will include the following:
   a. Specifications: First cut at the front end, and technical specifications (Divisions 01 through 48) including maintenance of plant operations plan and control system functional descriptions.
   b. Design Drawings including site grading and piping plans, structural and architectural plans, mechanical plans, HVAC plans, electrical, and process and instrumentation diagrams.
   c. Results of geotechnical investigations
   d. List of spare parts, training, and vendor operation and maintenance manuals
   e. Updated opinions of probable construction costs
   f. Updated construction schedule

3. 90% Design Submittal: At 90% Submittal, no new drawings and/or specifications are expected and all previous review comments have been incorporated or resolved. Seven (7) copies of the 90% Submittal will be submitted to CITY. The 90% Submittal will include the following:
   a. Updated project specifications
   b. Updated design drawings
   c. Updated opinions of probable construction costs.
   d. Updated construction schedule.
   e. Construction Permit Application for submittal by the CITY to IDEM.
   f. SWPPP and NOI submission.

4. Control system transmittal
   a. Biddable specification and drawings for SI and Programming.
   b. Flow charts for design basis to be used for programming.

5. Bid Submittal: The Bid Submittal consists of 100 percent complete drawings and specifications suitable for bid purposes. The completed drawings and specifications will have incorporated all CITY comments. Electronic copies of the Bid Submittal will be submitted to CITY seven (7) calendar days before advertisement. The Bid Submittal will include the following:
   a. Final project specifications with all required signatures and seals.
   b. Final design drawings with all required signatures and seals.
   c. Final opinions of probable construction costs.

Task 2 – CEPT PILOT TESTING SERVICES

1. CEPT Pilot Test Planning. Prepare CEPT Full Scale Pilot Work Plan detailing required equipment, feed points, sampling protocols, testing summary and chemical costs.

Task 3 – BID SUPPORT SERVICES

1. Bid support services assume that the Effluent Pump Station Work and the Pond 3 Work will be bid as separate contracts during the same advertisement period. Bid Support services will include the following tasks:
   a. Answer questions during the advertisement period
   b. Prepare addenda for the CITY to issue.
   c. Conduct one pre-bid conference.
   d. Review the bids and make recommendations regarding the award of the contract.
   e. Conformed Contract Documents. Prepare a complete set of Contract Documents (plans and specifications) incorporating all issued addenda after execution of the Construction Agreement by the CITY and Contractor. These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by "addenda, full counterpart copies of the addenda and accepted bid proposal". Submit one (1) electronic version of CTC project drawings and one (1) electronic copy of CTC project specifications. CTC documents to be delivered within four (4) weeks of bid due date.

D. SCHEDULE

The project will be completed per indicated design schedule below. This schedule is based on receiving a Notice to proceed by July 1, 2012 and receiving prompt review and approvals from CITY agencies and Program Manager.

SCHEDULE	DATE
100% Design Submittal	April 1, 2013

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by CITY and negotiated fees, ENGINEER can provide the following additional services. The scope and cost for the services are not included as part of the Scope of Basic Design Services described above.

1. Pond 3 re-aeration modifications
2. Static aerator modifications
3. Pond 3 berm stability assessment
4. Value engineering
5. Building Information Modeling (BIM)
6. Construction Phase Services

ALLOWANCE TASKS

Allowance items are authorized by the Program Manager and shall have prior approval of fees prior to commencement. Allowance budget amounts are reflected in ATTACHMENT 1.

1. POND 3 ALLOWANCE
   a. Upon written authorization from CITY, perform additional Pond 3 design phase services. The scope of Pond 3 design phase services will be as determined by CITY.

2. POND 3 PERMITTING ALLOWANCE
   a. Upon written authorization from CITY, assist CITY with the preparation of Army Corp and DNR permits. Permits shall be completed prior to construction notice to proceed.

3. SURVEYING ALLOWANCE
   a. Upon written authorization from CITY, conduct a site survey including the following:
      i. Subcontract with a qualified surveying consultant to complete topographic mapping of the project area, which encompasses the proposed pump station site, electrical building site, and effluent flow meter. Survey for Pond 3 Work is included in the Pond 3 Allowance.
      ii. A field survey shall be used to establish both horizontal and vertical control for the project. The field survey shall also include all survey monuments, topographic features, culture, and elevations. All covers, including the existing sewer manholes, storm drain manholes and utility and valve vaults shall be identified and marked in the field. The field survey shall include the measurement of the invert and manhole rim elevations of manholes and storm drains within the project area. The field survey shall include the measurement of the existing hydraulic structures within the project area. Drawings from past projects in the vicinity of this project will be provided which show underground utilities, etc. These drawings will be the basis for utility locations via site survey and/or with a utility location subcontractor.
      iii. The base map shall be prepared with contours spaced at one-foot intervals and shall include all field survey data.

4. GEOTECHNICAL ALLOWANCE
   a. Upon written authorization from CITY, conduct a geotechnical investigation for the proposed pump station site, electrical building site, and effluent flow meter chamber. Geotechnical investigation for Pond 3 Work is included in the Pond 3 Allowance.
      i. Subcontract with a qualified geotechnical engineering firm to procure soil borings, complete laboratory analysis, and provide a report summarizing recommendations regarding foundation design, dewatering and other subsurface geotechnical considerations.
      ii. Borings will be advanced to the depths required to provide the necessary soils information. It is estimated that four (4) borings will be completed to an approximate depth range of 40 to 50 feet.

5. UTILITY LOCATES ALLOWANCE
   a. Upon written authorization from CITY, subcontract with qualified utility location firm to pothole or other underground exploration methods to adequately locate critical utilities. Assumed potholing six (6) locations.

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 format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 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 Andrew Schipper, 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 **$ 692,988.00** 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. All Reimbursable costs incurred for the project will be invoiced at cost.

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.

   b. CITY shall pay ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

   ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. SAFETY. ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. CONSENT DECREE NOTIFICATION. ENGINEER shall perform, or cause others to perform, all work undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:
http://www.cityoffortwayne.org/utilities/images/stories/docs/consent_decree/Consent_Decree.pdf

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Effluent Pump Station and Flow Meter Chamber Design For Services outlined in Task 1A	**$440,943.00**
Pond 3 Bypass Piping Design For Services outlined in Task 1B	**$ 90,104.00**
CEPT Pilot Testing Services For Services outlined in Task 2	**$ 14,695.00**
Bid Support Services For Services outlined in Task 3	**$ 34,484.00**
Allowances Tasks – As authorized by PM	
Pond 3 Allowance	**$ 60,831.00**
Pond 3 Permitting Allowance	**$ 6,226.00**
Surveying Allowance (Task 1A)	**$ 18,480.00**
Geotechnical Allowance (Task 1A)	**$ 12,925.00**
Utility Locates Allowance (Task 1A)	**$ 14,300.00**
TOTAL NOT TO EXCEED FEE:	**$692,988.00**

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

for

WPCP EFFLUENT PUMP STATION AND POND 3 IMPROVEMENTS

1. Payment of actual hourly rates for services rendered by ARCADIS employees working directly on the Project. Hourly rates will be in accordance with the following schedule:

EMPLOYEE/SERVICE DESCRIPTION	RATE
Officer	$246.00/hr
Sr. Associate	$225.00/hr
Associate	$199.00/hr
Sr. Project Engineer – Grade 6	$178.00/hr
Project Engineer - Grade 5	$150.00/hr
Project Engineer - Grade 4	$129.00/hr
Engineer – Grade 3	$120.00/hr
Engineer – Grade 2	$108.00/hr
Engineer – Grade 1	$ 97.00/hr
Technician – Grade 8	$158.00/hr
Technician – Grade 7	$135.00/hr
Technician – Grade 6	$122.00/hr
Technician – Grade 5	$105.00/hr
Technician – Grade 4	$ 99.00/hr
Technician – Grade 3	$ 76.00/hr
Technician – Grade 2	$ 64.00/hr
Technician – Grade 1	$ 56.00/hr
Principal Consultant II	$225.00/hr
Sr. Consultant	$189.00/hr
Consultant	$153.00/hr
Analyst 1	$133.00/hr

2. Payment for reimbursable costs, as authorized by the City will be invoiced at cost. These items may include, but not limited to: shipping charges; printing services; special supplies not furnished by the City; or traveling and lodging expenses, as required, to perform management duties. Mileage for travel will be billed at the IRS business rate per mile for automobile.

City Utilities
Engineering

Interoffice Memo

Date: **May 17, 2012**

To: Common Council Members

From: Andrew Schipper, Program Manager, City Utilities Engineering

RE: Contract Title: Effluent Pump Station and Pond 3 Improvements

Consultant Selected: Arcadis U.S., Inc.

Contract Value: $692,988.00

The consultant shall provide: Professional Engineering Services for design and bid documents for pumping facilities to increase the hydraulic capacity of the plant that will include a pump/wetwell structure, an electrical building, treated water flow control structures, and final effluent pond piping improvements.

Implications of not being approved: This project is part of Control Measure Number two of the Consent Decree Long Term Control Plan, which requires improving the plant capacity in order to treat wet-weather flows to 85 MGD. Design will be completed 2012-2013 for year 2014-2015 construction, per consent decree.

If Prior Approval is being Requested, Justify: n/a

Selection and Approval Process: RFQ's were sent out in November 2011, with five firms responding in December 2011. After evaluation and scoring, three firms were interviewed in February 2012. Fee negotiations have concluded.

The Board of Public Works approved this contract in the amount of $692,988.00 on Wednesday May 16, 2012.

Funding: The Professional Service Agreement (PSA) will be funded by the Sewer Utility 2011 Bond.

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File