BILL NO. S-12-05-23

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving Professional Services Agreement for PRIMARY AND SECONDARY TREATMENT CAPACITY IMPROVEMENTS DESIGN PROJECT between DONOHUE & ASSOCIATES, 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 Services Agreement for PRIMARY AND SECONDARY TREATMENT CAPACITY IMPROVEMENTS DESIGN PROJECT by and between DONOHUE & ASSOCIATES, 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 facilities to improve the hydraulic and process capacity of secondary treatment tanks, settling of sludge in primary clarifiers, and river flood protection levee near the secondary clarifiers:

involving a total cost of FIVE HUNDRED FORTY-SIX THOUSAND, NINE HUNDRED EIGHT AND 00/100 DOLLARS - ($546,908.00). 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

PRIMARY AND SECONDARY TREATMENT CAPACITY IMPROVEMENTS DESIGN
"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

DONOHUE & ASSOCIATES, INC. ("Engineer")
3311 Weeden Creek Road
Sheboygan, WI 53081

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, Clerk

DATE: May 16, 2012

APPROVED FOR DONOHUE & ASSOCIATES

BY: _____
Craig W. Brunner, President

DATE: May 11, 2012

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

The Water Pollution Control Plant (WPCP) is currently rated for 60 mgd. A current project will be completed in 2012 that will enable the WPCP to reach a peak capacity of 70 mgd at low river levels. The project presented in the RFQ will include process and hydraulic improvements to enable the WPCP to treat and convey 100 mgd peak capacity over a full range of river levels up to regulatory required flood stages. The plan generally consists of the following major projects:

- A new effluent pump station and other hydraulic improvements (EPS)
- Secondary clarifier modifications and Floodwall improvements (SC/FW)
- Chemically enhanced primary treatment (CEPT)

This agreement is for SC/FW and for CEPT design engineering services. The EPS will be designed by others under a separate agreement.

This project is part of the CITY's Long Term Control Plan (LTCP) and Consent Decree (CD) CSO Control Measure No. 2. Bids for construction must be received not later than 2014 and the project must be fully operational by the end of 2015.

The CD requires that the plant have a total capacity of 85 mgd and a firm capacity of 74 mgd. The improvements will be designed for a peak capacity of 100 mgd.

The existing WPCP facilities, which gravity-convey wastewater through the Plant and discharge it to the Maumee River are inadequate to handle the required combination of increased Plant capacity and elevated river stage.

CEPT has previously been proposed as a requirement to meet a total process capacity of 100 mgd. The preliminary engineering phase of this project will consist of further investigation into the level of CEPT required, refinement of previous process modeling efforts, and full scale CEPT testing (by others). Following the preliminary engineering phase of the project, any required facilities to achieve the level of recommended CEPT dosing will be designed. This design will include the required CEPT facility with associated site improvements, architectural and structural facilities, process-mechanical systems, electrical power distribution facilities, instrumentation and process control systems, HVAC systems, and building services facilities.

CH2M Hill under separate agreement will be performing the CEPT pilot testing and also will provide a technical memorandum ™ summarizing the results. CH2M will conduct a single CEPT workshop detailing select preliminary design details.

Construction document preparation will include task sequencing and constraints to keep plant operations safely functional during construction.

C. SCOPE OF WORK – SC/FW

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:

1. Preliminary Engineering and Final Design Phase Services - General

    a. The Design Phase will include preliminary engineering, preparation of construction contract documents including drawings, specifications, construction sequences and constraints, and other documents necessary for agency review and approval and for bidding and construction of the Secondary Clarifier and Floodwall Improvements. The Design Phase will also include preparation of an opinion of probable construction cost.
    b. The nature and extent of improvements to the existing floodwall levee are unknown. An allowance has been included in the proposed engineering fee for the design and preparation of plans and specifications for improvements to the floodwall levee. This allowance needs to be reviewed and modified to fit the requirements of the selected plan for the floodwall improvements.
    c. Conduct Design Phase workshops in Fort Wayne. Present and discuss results of design work with the CITY to obtain decisions and further direction on the progress of work to be performed. Provide workshop notes documenting important points of discussion, decisions made, and assign responsibility to tasks as appropriate. Distribute notes to attendees within seven (7) days of workshop for review and comment and then issue final notes as required.
    d. Provide monthly progress reports to the CITY to document services performed and schedule status. The topics of the monthly report will include: PROJECT Headlines, Schedule, Budget, Key Activities, and Technical Issues. This will be performed as part of the monthly PROJECT invoicing process.
    e. Request from the CITY and review record drawings, files, and other existing system documents appropriate for design purposes.
    f. Conduct site visits to obtain information necessary for design purposes.
    g. Prepare Bidding and Contract Documents. Documents will be prepared for construction by a single prime Contractor. Depending on the results of the floodwall investigations and selected plan, it may be more appropriate to prepare documents for two construction contracts. One contract would be for the secondary clarifier modifications, which may be best performed by a mechanical contractor. The second contract would be for the floodwall improvements, which may be best performed by a general or excavating contractor.
    h. Prepare the Division 0 documents based on the 2007 edition of documents prepared by the Engineer's Joint Contract Documents Committee (EJCDC) and will incorporate CITY-specific provisions.
    i. Specifications will be prepared in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Donohue's master specifications will be the basis for preparing the specifications. Titles and specification numbering will be reviewed and shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.
    j. Division 0 documents and specifications will be prepared with Microsoft Word 2007 or greater.
    k. Drawings will be prepared for production in two sizes: 22" x 34" full-scale and 11" x 17" reduced-scale. Drawings will be prepared in AutoCAD format. Bentley Autoplant Piping, a third-party AutoCAD application, will be used for 3D piping system design.
    l. Perform quality reviews throughout the duration of the project.

2. Preliminary Engineering Phase (Task 1)

    a. Conduct Workshop 1 as a project kickoff meeting.
    b. Establish design flow requirements and criteria. Prepare hydraulic model (calculations) from the Aeration Basins through the Secondary Effluent Junction Structures. Prepare hydraulic profile.
    c. Establish design criteria and identify impacts to existing facilities for lowering the secondary clarifier V-notch weirs and for raising the intermediate wall between the clarifier peripheral feed and effluent channels.

d. Identify and evaluate alternative low head loss flow measurement devices for each secondary clarifier.
e. Provide necessary topographic surveys. The contract for field survey services will be between Donohue and DLZ, the surveying consultant, and Donohue will pay the costs. Detailed scope and fee to be determined at the time of contracting. The City will provide to Donohue files of recent topographic and mapping survey data. An allowance has been included for this service.
f. Review river hydraulic information and establish river flood stage and flood protection design criteria.
g. Donohue will subcontract geotechnical services. The contract for geotechnical services will be between Donohue and CTL, the geotechnical engineering consultant, and Donohue will pay the costs. An allowance has been included for this service. Detailed scope and fee to be determined at the time of contracting.
h. Conduct a geotechnical investigation of the levees including drilling of soil borings and field testing to determine existing soil types and profile, soil strengths, and other related properties. In addition to the physical sampling of the soils, conduct a visual inspection of the levees to determine the presence of any geotechnical related maintenance deficiencies (i.e. visible deformation, sloughing).
i. Analyze the levees to determine their ability to withstand high differential water elevations, including seepage and under-seepage analysis, slope stability analysis, and settlement analysis. If needed, develop options for strengthening the levees (i.e. cut off walls or drain tiles to reduce seepage, flattening of side slopes to increase slope stability, armoring to reduce the effects of erosion or overtopping).
j. If the levees need to be raised, evaluate methods for increasing height including the addition of flood walls on top of the levees and/or the raising of the levee. Alternative flood wall types (i.e. concrete walls, sheet pile walls) will be evaluated.
k. Conduct Workshop 2 to review design criteria for secondary clarifier improvements, secondary effluent flow measurement options, and alternative floodwall improvements to be considered.
l. Develop a recommend plan of action, with estimated construction costs, for improving the floodwall levee.
m. Prepare a Basis of Design Report to document evaluations, alternative analyses and recommendations, design criteria, and design concepts. The report will be used as the basis for preparing the construction contract document. Engineering aspects to be addressed and documented in the report include the following:

    1) Plant design flow requirements and criteria
    2) Plant hydraulics from Aeration Basins to Secondary Effluent Junction Structures
    3) River flood stage and flood protection criteria
    4) Secondary Clarifier Modifications
        - Hydraulic improvements criteria
        - Structure and equipment modification criteria
        - Alternative effluent measurement instrument evaluation and recommendation
    5) Floodwall levee evaluation and geotechnical investigations
        - Investigation results
        - Alternative improvements evaluations
        - Selected plan
    6) Construction sequence and constraints
    7) Possible construction schedule
    8) Construction cost opinion
    9) Regulatory and permit requirements

n. Conduct Workshop 3 to review the Basis of Design Report

3. 30 Percent Final Design Phase (Task 2)

    a. Develop preliminary design drawings:

        1) Site and facility layout drawings
        2) P&IDs

3) Electrical one-line diagrams

b. Prepare preliminary Table of Contents for Contract Specifications.
c. Prepare opinion of probable construction cost.
d. Submit 30 Percent Design Phase documents to the CITY for review.
e. Conduct and participate in the following 30 Percent Design Phase workshops:

1) Conduct Workshop 4: 30 Percent Design Review.

f. Submit written responses to CITY written review comments.

4. 60 Percent Final Design Phase (task 3)

a. Develop design and prepare 60 Percent Design Bidding and Contract Documents including drawings, specifications, construction sequences and constraints, and other supporting documents for CITY review.
b. Prepare 60 Percent Design opinion of probable construction cost.
c. Submit 60 Percent Design Phase documents to the CITY for review.
d. Submit written responses to CITY written review comments.

5. 90 Percent Design Phase (Task 4)

a. Prepare 90 Percent Design Bidding and Contract Documents including drawings, specifications, construction sequences and constraints, and other supporting documents for CITY and agency review.
b. Prepare 90 Percent Design opinion of probable construction cost.
c. Submit 90 Percent Design Phase documents to the CITY for review.
d. Submit written responses to CITY written review comments.
e. Perform final ENGINEER quality control review.
f. Revise the Bidding and Contract Documents to incorporate resolution of CITY and ENGINEER review comments.
g. Submit PDF files of 100% complete Bidding and Contract Documents ready for advertisement for Bids.

6. Bidding Phase Services (Task 5)

a. Bid the project in cooperation with the CITY and the Engineer during construction. CITY will make paper copies and/or provide electronic copies of bid sets for bidding and construction. The CITY will distribute bid sets to bidders, maintain the bidders list, and distribute addenda as required.
b. Donohue will attend and participate in a pre-bid conference with the CITY and the Engineer during construction. The pre-bid conference will be conducted by the Engineer assigned by the CITY to represent them during construction.
c. Respond to bidding questions.
d. Prepare addenda as required.
e. Review bids as requested by the CITY and the Engineer.
f. Assist the CITY and the Engineer during construction with their preparation of the Agreement for the successful bidder.
g. Donohue will prepare Conformed Contract Documents (plans and specifications) incorporating all issued addenda after execution of the construction Agreement between the CITY and the Contractor.

D. SCOPE OF WORK – CEPT

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:

1. Preliminary Engineering and Final Design Phase Services - General

    a. The Design Phase will include preliminary engineering, preparation of construction contract documents including drawings, specifications, construction sequences and constraints, and other documents necessary for agency review and approval and for bidding and construction of the new effluent pump station. The Design Phase will also include preparation of an opinion of probable construction cost.
    b. Conduct Design Phase workshops in Fort Wayne. Present and discuss results of design work with the CITY to obtain decisions and further direction on the progress of work to be performed. Provide workshop notes documenting important points of discussion, decisions made, and assign responsibility to tasks as appropriate. Distribute notes to attendees within seven (7) days of workshop for review and comment and then issue final notes as required.
    c. Provide monthly progress reports to the CITY to document services performed and schedule status. The topics of the monthly report will include: PROJECT Headlines, Schedule, Budget, Key Activities, and Technical Issues. This will be performed as part of the monthly PROJECT invoicing process.
    d. Request from the CITY and review record drawings, files, and other existing system documents appropriate for design purposes.
    e. Conduct site visits to obtain information necessary for design purposes.
    f. Special process control system requirements that will be included in the design include the following:

        1) The CITY will solicit bids from pre-qualified firms for providing process instrumentation and control work during construction including system integration and programming. Donohue will prepare bidding documents that name the CITY-selected system supplier and the price for the process instrumentation and control work.
        2) Prepare a description of the CEPT system functionality. The description will include flow charts and narrative. The flow charts and narrative will be to the level of detail prepared for the Combined Sewage Pump Station and Screening Building Improvements project.

    g. Prepare Bidding and Contract Documents. Documents will be prepared for construction by a single prime Contractor.
    h. Prepare the Division 0 documents based on the 2007 edition of documents prepared by the Engineer's Joint Contract Documents Committee (EJCDC) and will incorporate CITY-specific provisions.
    i. Specifications will be prepared in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Donohue's master specifications will be the basis for preparing the specifications. Titles and specification numbering will be reviewed and shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.
    j. Division 0 documents and specifications will be prepared with Microsoft Word 2007 or greater.
    k. Drawings will be prepared for production in two sizes: 22" x 34" full-scale and 11" x 17" reduced-scale. Drawings will be prepared in AutoCAD format. Bentley Autoplant Piping, a third-party AutoCAD application, will be used for 3D piping system design.
    l. Perform quality reviews throughout the duration of the project.

2. Preliminary Engineering Phase (Task 1)

   a. Process Modeling

      1) Influent characterization will be completed by CH2M Hill. CH2M Hill shall provide influent characterization and any additional special sampling data to Donohue & Associates

      2) Model refinement and validation, which will include:

         i. Incorporation of influent characterization and special sampling completed by CH2M Hill into existing process model structure, with the modeling completed in both GPS-X and Biowin.
         ii. Calibration of the existing model structure to aeration basin profiling results. Aeration basin profiling shall be completed by the City with direction from Donohue & Associates. Donohue to coordinate and provide a qualified person onsite during testing.
         iii. Validation of the process model to historic data provided by the City.

      3) Refined process model evaluation to determine the following key parameters:

         i. Determine the target mixed liquor suspended solids (MLSS) concentration to meet permit compliance during a typical year.
         ii. Evaluation of applicable solids loading rates to the final clarifiers based on historic solids settleability data, which will determine the maximum MLSS in the aeration basin.
         iii. Frequency of the target MLSS concentration in the aeration basins exceeding the maximum MLSS limit based on the solids loading rate requirements for the final clarifiers. The need for the target MLSS concentration to be exceeded will be based on the results of process modeling.

      4) Develop a technical memorandum summarizing the modeling evaluation and the resulting conclusions and developing the target treatment levels for the CEPT program. A workshop will be conducted to discuss the model development and calibration with the City.

      5) Modeling evaluation of CEPT impacts on operation, including:

         i. Development of a chemical dose-response curve.
         ii. Quantification of the impact of CEPT operation on primary solids handling
         iii. Impact of CEPT on primary effluent water quality.
         iv. Evaluation of the impacts of coagulant dosing rates with secondary treatment system performance.
         v. Evaluation of the ability to treat peak flows up to 100 mgd with the addition of CEPT facilities. The evaluation will be based on the CEPT testing results and process modeling evaluations.
         vi. Evaluation of potential downstream impacts of CEPT, including alkalinity limitations, phosphorus limitations, aeration basin loadings, and anaerobic digester impacts

      6) Development of operational strategies for full-scale CEPT implementation
      7) Develop a technical memorandum summarizing CEPT modeling results
      8) Participate in a Workshop with CH2M-Hill and the City of Fort Wayne to determine CEPT implementation plan for full-scale CEPT facilities

         i. Workshop 1: CEPT Testing Plan

9) In coordination with CH2M Hill, develop operating strategies and basis of design (BOD) for CEPT operation to be used during the design phase

3. 30 Percent Final Design Phase (Task 2)

   a. Develop preliminary design drawings:

      1) Site and facility layout drawings
      2) P&IDs and control system network drawing
      3) Electrical one-line diagrams

   b. Prepare preliminary Table of Contents for Contract Specifications.
   c. Prepare opinion of probable construction cost.
   d. Submit 30 Percent Design Phase documents to the CITY for review.
   e. Conduct and participate in the following 30 Percent Design Phase workshops:

      1) Conduct Workshop 2: 30 Percent Design Review.

   f. Submit written responses to CITY written review comments.

4. 60 Percent Final Design Phase (Task 3)

   a. Develop design and prepare 60 Percent Design Bidding and Contract Documents including drawings, specifications, construction sequences and constraints, and other supporting documents for CITY review.
   b. Prepare 60 Percent Design opinion of probable construction cost.
   c. Submit 60 Percent Design Phase documents to the CITY for review.
   d. Conduct and participate in the following 60 Percent Design Phase workshops:

      1) Workshop 3: 60 Percent Design Review Workshop

   e. Submit written responses to CITY written review comments.

5. 90 Percent Design Phase (Task 4)

   a. Prepare 90 Percent Design Bidding and Contract Documents including drawings, specifications, construction sequences and constraints, and other supporting documents for CITY and agency review.
   b. Prepare 90 Percent Design opinion of probable construction cost.
   c. Submit 90 Percent Design Phase documents to the CITY for review.
   d. Prepare a construction permit application with the CITY. CITY will send the permit application with the Bidding and Contract Documents to the Indiana Department of Environmental Management (IDEM) for their review and approval. Donohue will respond to questions and comments as appropriate.
   e. Submit written responses to CITY written review comments.
   f. Perform final ENGINEER quality control review.
   g. Revise the Bidding and Contract Documents to incorporate resolution of CITY and ENGINEER review comments.
   h. Submit PDF files of 100% complete Bidding and Contract Documents ready for advertisement for Bids.

6. Bidding Phase Services (Task 5)

   a. Bid the project in cooperation with the CITY and the Engineer during construction. CITY will make paper copies and/or provide electronic copies of bid sets for bidding and construction. The CITY will distribute bid sets to bidders, maintain the bidders list, and distribute addenda as required.

b. Donohue will attend and participate in a pre-bid conference with the CITY and the Engineer during construction. The pre-bid conference will be conducted by the Engineer assigned by the CITY to represent them during construction.
c. Respond to bidding questions.
d. Prepare addenda as required.
e. Review bids as requested by the CITY and the Engineer.
f. Assist the CITY and the Engineer during construction with their preparation of the Agreement for the successful bidder.
g. Donohue will prepare Conformed Contract Documents (plans and specifications) incorporating all issued addenda after execution of the construction Agreement between the CITY and the Contractor.

E. SCHEDULE – SC/FW

This part of the Project will be completed as stated below. This schedule is based on the Engineer receiving a Notice to proceed by July 1, 2012 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE	DATE
100% design documents ready to bid	April 1, 2013 (includes 2 months float)

F. SCHEDULE – CEPT

This part of the Project will be completed as stated below. This schedule is based on the Engineer receiving a Notice to proceed by July 1, 2012 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE	DATE
100% design documents ready to bid	49 weeks after Notice to Proceed

G. OPTIONAL ADDITIONAL SERVICES – SC/FW

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

1. Geotechnical Investigation (allowance item)

   Perform all associated coordination and work to obtain a geothechnical 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 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.

2. Survey (allowance item)

   Perform all associated coordination and work to obtain a sub-consultant to perform the site survey. Engineer shall provide to the Program Manager a survey areas plan indicating requirments of the survey work. All work and the proposed location plan shall be approved by the Program Manager prior to commencement.

3. 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.

a. Attend additional meetings as needed to review and discuss the project.
b. 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.
c. Construction phase services.

H. OPTIONAL ADDITIONAL SERVICES – CEPT

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

1. 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.

a. Attend additional meetings as needed to review and discuss the project.
b. Construction phase services.

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.

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 **$546,908** 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 5 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 40 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

	SC/FW	CEPT	TOTAL
Preliminary Engineering Phase – (Task 1) For Services outlined in Tasks 1 a not to exceed fee of:	$ 77,056	$ 87,990	$ 165,046
Design Phase - (Tasks 2 through 4) For Services outlined in Tasks 2 through 4 a not to exceed fee of:	$ 69,192	$ 135,474	$ 204,666
Bidding Phase - (Task 5) For Services outlined in Task 5 a not to exceed fee of:	$ 18,090	$ 16,156	$ 34,246
Optional Services - As authorized by City			
Geotechnical Investigation For Services outlined in Optional Services a not to exceed fee of:	$ 27,300	-	$ 27,300
Site Survey For Services outlined in Optional Services a not to exceed fee of:	$ 5,250	-	$ 5,250
Floodwall / Levee Design For Services outlined in Optional Services a not to exceed fee of:	$ 50,400	-	$ 50,400
Contingency Allowance - As authorized by City For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of:	$ 30,000	$ 30,000	$ 60,000
TOTAL NOT TO EXCEED FEE:	$ 277,288	$ 269,620	$ 546,908

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULES

(See Donohue, DLZ, and SchenkelShultz rate schedules on the following 3 pages)

Donohue & Associates, Inc.
Hourly Charge-Out Schedule
2012

Employee Classification	Hourly Billing Rate
Engineer/Specialist VII	$220
Engineer/Specialist VI	$210
Engineer/Specialist V	$180
Engineer/Specialist IV	$155
Engineer/Specialist III	$130
Engineer/Specialist II	$110
Engineer/Specialist I	$95
Technician/Inspector IV	$95
Technician/Inspector III	$90
Technician/Inspector II	$80
Technician/Inspector I	$75
Administrative Assistance VI	$125
Administrative Assistance IV	$80
Administrative Assistance III	$70
Administrative Assistance II	$60

Notes:

Labor charge-out rates are for normal work week.
Billing rates are in effect for 2012 and may be adjusted annually to reflect labor cost increases.
Mileage is billed at the current IRS stipulated rate.
Printing and reproductions are billed at cost.

Released: November 18, 2011

DLZ INDIANA, LLC
STANDARD FEE STRUCTURE
ENGINEERING/ARCHITECTURAL
2012

Activity Code	*Employee Classification*	*2012 Hourly Rate*
1	Principal	$220.00
49	Division Manager (Chief Engineer)	$185.00
50	Department Manager	$160.00
55	Registered Land Surveyor	$130.00
21	Project Manager	$140.00
214	Senior Right-of-Way Engineer	$140.00
330	Electrical Engineering Specialist	$150.00
53/58	Engineer III/Architect III/Landscape Architect III/ Planner III/Scientist III/Geologist III	$125.00
52/57	Engineer II/Architect II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II	$115.00
51/56	Engineer I/Architect I/Landscape Architect I/ Planner I/ Designer II/Scientist I/Geologist I	$90.00
28	Designer I	$80.00
29	Technician	$65.00
147	Construction Administrator	$105.00
152	Construction Observer	$85.00
43	Clerical	$55.00

	Crew Classification	*2012 Hourly Rate*
142/99	Topographic Survey Crew (straight time)	$145.00
142/99	Topographic Survey Crew (over time)	$220.00
63	1 – person Field Crew	$100.00
63	1 – person Field Crew (over time)	$140.00
GPS	1 – person GPS/RTK Field Crew	$160.00
13	Field Survey Technician	$55.00

Reimbursable Expenses	*Rate*
Mileage	$0.555/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1, 2013.
Cost of living/inflation increases of 3 to 7% per annum can be anticipated.
C:\Users\cvanluchene\Desktop\2012 Hourly Rates Updated 12-30-11.doc

SCHENKELSHULTZ
ARCHITECTURE, INC.

ARCHITECTURAL
HOURLY RATE SCHEDULE

Executive	$ 295.00
Partner	$ 260.00
Principal	$ 210.00
Project Director / Manager	$ 165.00
Senior Project Architect	$ 140.00
Project Architect	$ 120.00
Architect	$ 115.00
CADD Operator	$ 110.00
Specification Writer	$ 140.00
Job Site Inspector	$ 120.00
Clerical	$ 60.00

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and are identified as follows:

Transportation/Mileage (0.52 per mile)
Out of Town Travel Expenses
Long Distance Communications
Fees for Securing Permits/Approvals
Reproductions
Postage
Renderings/Models

City Utilities
Engineering

Interoffice Memo

Date: **May 17, 2012**

To: Common Council Members

From: Andrew Schipper, Program Manager, City Utilities Engineering

RE: Contract Title: Primary and Secondary Treatment Capacity Improvements Design Project

Consultant Selected: Donohue & Associates, Inc.

Contract Value: $546,908.00

The consultant shall provide: Professional Engineering Services for design and bid documents for facilities to improve the hydraulic and process capacity of secondary treatment tanks, settling of sludge in primary clarifiers, and river flood protection levee near the secondary clarifiers.

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 $549,908.00 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