

BILL NO. S-21-05-16

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES AGREEMENT - NEBRASKA PUMP STATION MODIFICATIONS AND CONSOLIDATION SEWER - RESOLUTION/WORK ORDER #76695 - \$348,980.00 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 - NEBRASKA PUMP STATION MODIFICATIONS AND CONSOLIDATION SEWER - RESOLUTION/WORK ORDER #76695 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 WILL INCLUDE SERVING AS CITY'S PROFESSIONAL REPRESENTATIVE FOR THE PROJECT, PROVIDING PROFESSIONAL ENGINEERING CONSULTATION AND ADVICE, AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO; NEBRASKA PUMP STATION MODIFICATIONS AND CONSOLIDATION SEWER INCLUDES UPGRADING THE STATION TO A SUBMERSIBLE PUMP SYSTEM AND CONNECTION OF THE STATION TO THE 3RPORT DROP SHAFT 6. THE IMPROVEMENTS GENERALLY INCLUDE REPLACEMENT OF PUMPS, ELECTRICAL EQUIPMENT, AND INSTALLATION OF A NEW CONSOLIDATION SEWER. WITH THESE IMPROVEMENTS, THE STATION WILL PROVIDE ADDITIONAL FLOATABLE CONTROL AND ALLOW FLOWS TO BE DIVERTED TO THE 3RPORT DROP SHAFT 6;

1 involving a total cost of THREE HUNDRED FORTY-EIGHT THOUSAND NINE
2 HUNDRED EIGHTY AND 00/100 DOLLARS - (\$348,980.00). A copy of said
3 Contract is on file with the Office of the City Clerk and made available for public
4 inspection, according to law.

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

11 APPROVED AS TO FORM AND LEGALITY
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14 _____
15 Carol Helton, City Attorney
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PROFESSIONAL SERVICES AGREEMENT

76695 - Nebraska Pump Station Modifications and Consolidation Sewer

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.
111 W Berry Street Suite 211
Fort Wayne IN 46802
(ENGINEER)

Who agree as follows:

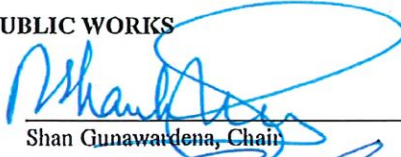
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from City. City and Engineer agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

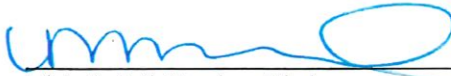
BY:


Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:

5-11-21

APPROVED FOR ENGINEER

BY:


M. S. Smith

DATE:

5/6/21

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 designer services, bidding assistance, and designer services during construction (DSDC) for upgrades to the Nebraska Pump Station and surrounding sewers. This includes upgrading the station to a submersible pump system and connection of the station to the 3RPORT Drop Shaft 6.

Currently the station contains two pumps with station design flow of 25,000 GPM (36 MGD). New facilities shall maintain the same capacity of the existing station and provide pump redundancy. The peak flow is 72 MGD and it is assumed that pump redundancy is not required for this condition as it is currently not provided. The inlet to the pump station shall include a ½" fine screen or other control to reduce floatables and other debris from being discharged in the river. It is assumed that no floatables control is required on the gravity outfall. Along with screens the inlet shall also have isolation capabilities for routine maintenance.

It is assumed that the existing below grade structure can be repurposed for the wet well and it is sized accordingly. A new top slab with access hatches will be provided to accommodate the new pumps. Structural rehabilitation will be provided for the existing structure that remains.

Along with improvements to the pump station, a connection to 3RPORT drop shaft located south of the structure shall occur via a diversion structure and 42-inch consolidation sewer. Debris shall be screened to 6" before entering the consolidation sewer towards the tunnel and gates shall be provided to isolate the consolidation sewer from the existing sewer.

Preparation of the bidding and construction contract documents for the installation of the Nebraska Pump Station and Consolidation Sewer shall be in the traditional design-bid-build approach. These documents shall be prepared for one construction package for a single-prime Contractor. The documents shall require that all equipment shall be provided by the contractor; separate equipment procurements are not required. The design and the bidding documents shall be prepared to allow competitive bidding.

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 is to adhere to the requirements of the Design Standards Manual and relevant exhibits available on the City of Fort Wayne Website. The Engineer shall develop and provide the following services:

Task 1 - Project Schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Attend five (5) in-person review meetings – *proposed* to occur at the beginning of the project (kickoff meeting), end of the Basis of Design Technical Memo, end of Preliminary Design Part I (30%), after completion of Preliminary Design Part II (60%), and after completion of Detailed Design (95%). The Kickoff Meeting will include project goals and objectives, existing description, including known challenges and a site tour, information needs and review of concepts for confirmation. These meetings are held at the Program Manager's office. Meetings are planned to be two hours each. Arcadis will limit design team participants for in-person meetings to a max

of 3. All the key discipline design team participants will not attend the in-person review meetings but will do so virtually.

- 1.3 Keep the minutes of the Progress Review Meetings listed in 1.2 and distribute these minutes within 7 days of the Review Meeting.
- 1.4 Perform project management (monthly invoices).

Task 2 - Preliminary Design

Phase I (30% submittal)

- 2.1 Develop request for information. 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 Review field survey completed for the nearby tunnel drop shaft and determine what additional survey is required. Engineer shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.
- 2.6 Prepare preliminary site drawings. Engineer shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information).
- 2.7 Develop basis of design technical memo for process control systems and equipment selection criteria for: Pumping, Screening, Gates, and Instrumentation. Basis of design will include the following:
 - Evaluation of pump alternatives. There are not a lot of alternatives for this type of pump station (high flow low head).
 - Evaluation of pump configurations for each pump alternative.
 - Evaluation of Control Options.
 - Evaluation of recommended equipment required to lift pump alternatives
 - Evaluation of diversion structure locations
 - Evaluation of outdoor electrical equipment verse prefabricated building
 - Evaluation of existing above grade pump station structure removal.
 - Evaluation of pump station isolation
 - Section on sustainability alternatives identified during the predesign analysis completed by Fort Wayne.
- 2.8 Provide preliminary operational plan for all process related systems. Operational plan will be a one-page flow chart showing the proposed operation with narrative callouts added to the flow chart.
- 2.9 Provide hydraulic profile with modeling information provided by the City that includes: Structure/pipe inverts, connections to existing systems, etc.
- 2.10 Create a P&ID that coordinates with functional description, control narrative, and operational plan. All systems should be identified as Automatic/Manual/Local/Remote Systems.
- 2.11 Draft or "Red Line" the Engineer's recommended horizontal route onto the preliminary site drawings.

- 2.12 Furnish one copy of the Preliminary Design – Phase I Drawings in PDF and DWF format to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.
- 2.13 Prepare draft construction sequences and constraints, and construction schedule.
- 2.14 Prepare a Preliminary Table of Contents for Contract specifications. All standard city specifications shall be identified.
- 2.15 Prepare a preliminary construction cost estimate.

Phase I (30%) Preliminary Design Submittal:

1. 30% Preliminary Design Drawings including P&ID
2. Project Quantities w/estimated construction costs
3. Project Manual Table of Contents
4. Preliminary operation plan
5. Preliminary construction sequence and construction schedule

Phase II (60% submittal)

- 2.15 Review of constraints, tie-ins, etc. after completion of the 30% design review.
- 2.16 Develop a site access, laydown, and construction area and update any layout changes discussed in the 30% design review.
- 2.17 Refine any building/footprints to align with actual equip to be installed.
- 2.18 Resolve any utility conflicts.
- 2.19 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.20 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase II.
- 2.21 The Drawings will generally include: (estimated)

of
Sheets

General

Title Sheet and Index	1
General - Legend, Symbols and Notes	1
General - Operational Plan and Notes	1

Civil

Existing Site Plan	1
Modified Site Plan	1
Details and Piping Profiles	1
Construction Staging Plan, Erosion Control, and Notes	1

Process Mechanical

Pump Station - Demolition Plans, Sections and Details	1
Pump Station - Modified Plans, Sections and Details	1
Diversion Structure - Plans, Sections and Details	1

Structural

Structural – Legend, Symbols and Notes	1
Pump Station - Plans, Sections and Details	1
Pump Station - Plans, Sections and Details	1
Diversion Structure - Plans, Sections and Details	1
Diversion Structure - Plans, Sections and Details	1
Structural - Details and Schedules.	1
<u>Electrical</u>	
Electrical Legend, Symbols and Abbreviations	1
Electrical One Line and Panelboard Layout	1
Electrical Site Plan and Ductbank Sections	1
Pump Station - Power and Lighting Plan	1
Diversion Structure - Power and Lighting Plan	1
Electrical Riser Diagrams	1
<u>Instrumentation and Controls</u>	
Instrumentation Legend, Symbols and Abbreviations	1
Instrumentation Configuration Diagram and Telemetry	1
Pump Station Process and Instrumentation Diagram	1
Total	25

- 2.22 Prepare draft specifications in MF04 format.
- 2.23 Compute project quantities and estimate of construction costs in MF04 format.
- 2.24 Draft any commissioning, testing, and system demonstration criteria and estimate schedule to implement. Deliverable will be a one/two-page write up that will be included in the Specifications.
- 2.25 Develop a construction sequence that does not limit the existing capacity of the Nebraska Pump Station at any time, unless approved by Owner. Construction sequence shall align with the Summary of Work, Sequences, and Constraints developed in 2.23. Critical path work and timeline should be identified on the schedule. Develop corresponding construction schedule.
- 2.26 Submit draft Preliminary Design Documents to Program Manager for review and approval.

Phase II (60%) Preliminary Design Submittal: (2 Complete Sets)

- 1. Preliminary Design Drawings
 - 2. Summary of Project Quantities w/estimated construction costs
 - 3. Draft of Project Specifications
 - 4. Preliminary construction sequence and construction schedule
 - 5. Status of Envision sustainability practices used during design
- 2.27 Upon approval of Preliminary Design Drawings, submit one copy for “routings” along with a list of all projected affected entities. Program Manager will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to Engineer at the review meeting.

Task 3 - Final Design (95% / 100% 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 Prepare final 95% design drawings. Incorporate comments received during the review meetings and routings.
- 3.3 Update summary of project quantities.

95% Design Submittal:

- 1. 95% Design Drawings
 - 2. Summary of Project Quantities w/estimated construction costs
 - 3. Bid form
 - 4. Project Manual
- 3.4 Upon completion of all items listed above, hold a 95% design review meeting with WPCP staff. Meeting will occur at the owner's office. (See Task 1.2)
- 3.5 Keep the minutes of the 95% Review Meeting and distribute these minutes within 7 days of the Review Meeting. (See Task 1.3)
- 3.6 Complete a quality control review of the draft Contract Documents.
- 3.7 Update design drawings and specifications to include any changes requested during the 95% review meeting.
- 3.8 Submit draft Final Design Documents to Program Manager for review and approval.
Final Design Submittal: (2 Complete Sets)
 - 1. Final Design Drawings
 - 2. Summary of Project Quantities w/estimated construction costs
 - 3. Bid form
 - 4. Project Manual
 - 5. Updated Envision sustainability matrix with an explanation of the completed items and uncompleted items.
- 3.9 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.

Task 4 - Bidding Phase. The bidding phase services shall include the following:

- 4.1 Prepare for and 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 Engineer shall supply an updated cost estimate based on final documents submitted for bidding purposes.
- 4.4 Conformed Contract Documents
 - i. 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.
- 5.4 Perform site visits to assist Program Manager in resolution of design or construction problems.
- 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 Revise the existing WPCP O&M manual to reflect changes and additions made as part of the construction contract. The revised sections of the O&M manual prepared for the Project shall match the format of the existing O&M Manual. If new sections are required, existing WPCP O&M standards shall still be applied. Prepare the manual using Microsoft Word 2007 or greater. New drawings will be in AutoCAD 2010 or greater.
- 5.9 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.
- 5.10 Review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and Contract Documents. Assume 10 certificates, 2 hours each.
- 5.11 Prepare record drawings from Contractor's annotated set (As-Builts) of contract drawings showing changes made during construction. Furnish Revit, AutoCAD, and PDF Files of the record drawings.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by May 15th, 2021 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

<u>SCHEDULE</u>	<u>DATE</u>	<u>DAYS</u>
Basis of Design Technical Memo	June 30 th 2021	45 days
Preliminary Design Phase I (30%)	August 15 th , 2021	45 days
Preliminary Design Phase II (60%)	September 30 th , 2021	45 days
Final Design Phase (95%)	October 31 st , 2021	30 days
Stamped Bid Documents /Proposed Bid Date	November 20 th , 2021	20 days
Bid Due Date	December 20 th , 2021	30 days

E. OPTIONAL ADDITIONAL SERVICES

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

CONTINGENCY TASKS (but not specifically limited to):

Contingency items are authorized by the Program Manager and shall have prior approval of fees prior to commencement.

- Attend additional meetings as needed to review and discuss the project.
- 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.
- 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.
- **Risk Development and Management Analysis** - Risk development and management shall entail preparation of potential project risk that may be encountered during project design and construction. The list of risks will be shared with the City for review and input. The Engineer and the City will rank and develop mitigation measures for high-risk items. The identified mitigation measures will be incorporated into the overall project tasks, schedule, and budget.
- **Independent Contractor Review** – Independent review from the Contractor's perspective to help review design drawings, construction sequence, constraints and tie-ins, and construction cost for the project.

- ***BIM Modeling*** - 3D Building Information Modeling (BIM) is our intelligent model created with industry leading software. Each discipline creates a 3D model within the software to generate the contract sheets, plan and sections. The same model files are combined to create the 3D site model of the entire project. The 3D site model is used for visualization, quality control, clash detection, sequencing and client meetings as displayed through animations, walk-through of the model demonstrating the layout of our design at each submittal. Pending the ultimate design project and BIM value, this can be considered as a way to begin building Fort Wayne's facilities into BIM. The visualization of the model allows Fort Wayne operators to interact and give feedback as we move through the design process and stages of submittals, which is a very powerful tool. Operations staff can virtually walk through the facilities as they are being designed to better assess working clearances, traffic paths, and equipment removal requirements and space. We have found acquiring design input from O&M staff is much easier and much improved using the 3D visualization tools, resulting in designs that simply work better for all.
- ***Physical or CFD Modeling*** – Conduct modeling of the wet well and pumps. Modeling will include baseline conditions and wet well and flow scenario modifications. Modeling will include a final report documenting the modeling process and results. Modeling will include computational fluid modeling or physical hydraulic modeling.
 - CFD Modeling of wet well, pumps and diversion structures
 - Model existing pump station, Simulate Flow and Report
 - Model proposed diversion structure, floatables capture, and upgraded pump station.
 - Physical Hydraulic Modeling of wet well, pumps and diversion structures
 - Scale model development
 - Baseline modeling of existing conditions
 - Modeling runs for all necessary wet well modifications
 - Witness testing by City and Engineer staff

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.

Survey and geotechnical information from the tunnel drop shaft project will be provided as a starting point for this project.

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

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

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Zachary A. Katter, P.E.

C. MODELING

The City will perform the hydraulic modeling of the system.

D. 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.

E. 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 \$ 348,980.00 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, and shall include the employee name and title of all staff billing to project.
- b. City shall pay Engineer within 30 days of receipt of approved invoice.
- c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to exceed amount.

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Design Phase -- (Tasks 1 through 3)

For Services outlined in Tasks 1 through 3 a not to exceed fee of: \$230,450.00

Bidding Phase - (Task 4)

For Services outlined in Task 4 a not to exceed fee of: \$15,510.00

Construction Phase - (Task 5)

For Services outlined in Task 5 a not to exceed fee of: \$78,020.00

Contingency Allowance - As authorized by PM

For Additional Services and tasks that can be completed during the performance of the work, a sum not to exceed of : \$25,000.00

TOTAL NOT TO EXCEED FEE: \$348,980.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

1. Payment of actual hourly rates for services rendered by Engineer's employees in each billing class working directly on the Project. The rates shall include the cost of customary and statutory benefits, general and administrative overhead and profit. Hourly rates will be in accordance with the following schedule. All rates presented apply to services rendered after January 1, 2021 and will be adjusted annually thereafter.

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
ONSITE	
Senior Engineer/Scientist/Architect I	\$146.00/hr
Project Engineer/Scientist/Architect	\$129.00/hr
Staff Engineer/Scientist/Architect	\$118.00/hr
Engineer/Scientist	\$103.00/hr
OFFSITE	
Director -- Engineer or Scientist	\$254.00/hr
Principal Engineer/Scientist/Architect II	\$241.00/hr
Principal Engineer/Scientist/Architect I	\$211.00/hr
Senior Engineer/Scientist/Architect II	\$185.00/hr
Senior Engineer/Scientist/Architect I	\$159.00/hr
Project Engineer/Scientist/Architect	\$140.00/hr
Staff Engineer/Scientist/Architect	\$129.00/hr
Engineer/Scientist	\$112.00/hr
CADD Designer/Field Supervisor	\$160.00/hr
Project Assistant I and II	\$111.00/hr
Document Tech	\$85.00/hr
Drafter II/Field Technician V	\$120.00/hr
Drafter I/Field Technician III and IV	\$110.00/hr
Design Tech II/Field Technician II	\$71.00/hr

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

CITY OF FORT WAYNE, INDIANA

ARCADIS-US
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR
PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☒

Name: _____

Name: _____

Address: _____

Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

Including contractual employment for services in the previous 3 years:

Yes _____ No X

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:

Yes _____ No X

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

76003	3RPORT Tunnel Planning and Design	July 31, 2014	Kristen Buell
76467	Third Street Consolidation Sewer – Design Services During Construction	May, 7 2020	Kristen Buell
66451	Raw Water Pump 2 & 4 Planning and Design	Feb. 10, 2016	Chris Ravenscroft
	On-Call Sewer Rehabilitation Services	Apr. 10, 2019	Eric Steinman
	Water Utility Program Assistance	Feb. 20, 2019	Andrew Schipper
	Raw Water Well Improvements	Dec. 20, 2019	Brody Lynn
76003	Tunnel CCM	Mar. 22, 2017	TJ Short
	Utility On-Call Assistance	Mar. 14, 2019	Anne Marie Smrcek
83566	Vesey Gruber Quimby Village Storm Improvement Design	Dec. 8, 2017	Emily Grabill
	Green Infrastructure On-Call	Apr. 21, 2020	Anne Marie
	Geometric Network Update for Utility Network Analysis	May 19, 2020	Uriel Castillo

	Project Management Information System Assistance	Dec. 19, 2019	Anne Marie Smrchek
	Upstream Bullerman Drain Improvement Study	Sept. 17, 2020	Vennesa Mendoza

- b. Does Vendor have **pending** contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No X

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

- c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other

unit of local government; and

- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

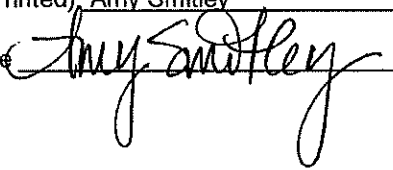
elements as the offense of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

<u>Arcadis U.S., Inc.</u>	<u>111 West Berry Street Suite 211</u>
(Name of Vendor)	<u>Fort Wayne, IN 46802</u>
	Address
	<u>(260) 204-5538</u>
	Telephone
	<u>Amy.Smitley@arcadis.com</u>
	E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) <u>Amy Smitley</u>	Title <u>Vice President</u>
Signature 	Date <u>05/06/2021</u>

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Interoffice Memo

Date: 5/18/2021
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Nebraska Pump Station Modifications and Consolidation Sewer
W.O. #76695

Michael Kiester
5.18.2021

Council District # 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. Nebraska Pump Station Modifications and Consolidation Sewer includes upgrading the station to a submersible pump system and connection of the station to the 3RPORT Drop Shaft 6. The improvements generally include replacement of pumps, electrical equipment, and installation of a new consolidation sewer. With these improvements, the station will provide additional floatable control and allow flows to be diverted to the 3RPORT Drop Shaft 6.

Implications of not being approved: Currently the stations equipment has outlived its useful life and requires replacement. These upgrades are also necessary to allow flows to be diverted to the 3RPORT Drop Shaft and assist in CSO reduction outlined by the requirements of the City Utilities consent decree.

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 seven 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. Three 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 experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Arcadis U.S, Inc. 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 May 11, 2021.

The cost of said project funded by SRF

Council Introduction Date: 05/25/2021

CC: BOW