

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – PRIMARY CLARIFIER SLUDGE AND SCUM IMPROVEMENTS – RESOLUTION/WORK ORDER #76976 – between ARCADIS U.S., INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT – PRIMARY CLARIFIER SLUDGE AND SCUM IMPROVEMENTS between ARCADIS U.S., INC. and the City of Fort Wayne, Indiana, by and through its 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 serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. The Primary Clarifier Sludge and Scum Improvement project includes upgrades to the Water Pollution Control Plants Primary Sludge pumping system and Primary Scum Removal system. These upgrades will reduce hair and any other inorganics from entering the digester along with unnecessary water. Upgrades will include equipment installation, electrical additions, control modifications, and structural evaluation;

involving a not-to-exceed sum of TWO HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED TEN and 00/100 DOLLARS (\$227,310.00), the cost of which is being funded by SRF. A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

CU 9-13-22

PROFESSIONAL SERVICES AGREEMENT

76976 – Primary Clarifier Sludge and Scum Improvements

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:

9-13-2022

APPROVED FOR ENGINEER

BY:


Jeff Smithey

DATE:

9/6/22

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, incorporating sustainability and innovation into the project, furnishing civil Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

This project includes upgrades to the Water Pollution Control Plants Primary Sludge pumping system and Primary Scum Removal system. These upgrades will reduce hair and any other inorganics from entering the digester along with unnecessary water. Upgrades will include equipment installation, electrical additions, control modifications, and structural evaluation (i.e., ensuring layout fits within the proposed existing building space).

The primary sludge system discharges between 200,000 and 300,000 gallons of primary sludge into the digesters per day. This sludge can have traces of hair and grit along with the normally occurring organic compounds found in municipal sludge. This project evaluates and designs the proper technology to effectively remove hair and grit from this system to protect digesters from additional maintenance requirements.

The primary scum system manages floatable material skimmed off the primary clarifier. Currently there are two methods of removal: dewater for landfill disposal, and pump directly to the digesters. The dewatering equipment is unavailable during certain times of the year and has a high maintenance cost and pumping directly to the digester can cause unnecessary water to be transferred into the system. This project aims to evaluate new technologies for primary sludge and scum screening and install new means for this chosen technology.

More specifically, these improvements are intended to add sludge screening equipment to the primary clarifier sludge line and replace the existing primary scum removal system. Upgrades to these systems include equipment installation, electrical additions, control modifications, and structural evaluation. The improvements shall provide the ability to screen primary sludge of unwanted debris before it is transferred to the digesters and transport primary scum to the digesters. Appropriate isolation options for routine maintenance of the equipment shall be included in the design as well. The structure of the existing headworks building will be analyzed and considered for the location of the primary sludge screening equipment.

Both systems will be connected to existing PLC and electrical equipment if possible.

C. SCOPE OF SERVICES

The duty of the Engineer is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer is to adhere to the requirements of the Design Standards Manual and relevant exhibits available on the City of Fort Wayne Website. 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) review meetings –These meetings are held at the Program Manager's office.
 - Kickoff Meeting
 - Basis of Design Meeting
 - Preliminary Design (30%) Meeting
 - Preliminary Design (60%) Meeting

- Preliminary Design (95%) Meeting
- 1.3 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.
 - 1.4 Perform project management including project cash flow analysis and invoices.

Task 2 Preliminary Design

Phase IA Basis of Design

- Submit Basis of Design Report including Alternatives Evaluation. Starting point for the basis of design is the scum wet well and scum pumps. The existing Lakeside Raptors are planned to be removed. Evaluate different locations for proposed primary sludge and scum screening and/or different technologies beyond proposed primary sludge and scum screening prior to the digester. Sludge and scum screening equipment is planned to be placed in the headworks building without any addition to the building, to be confirmed in the basis of design.

Phase I (30% submittal)

- 2.1 Research City documents for existing mapping, utility information, as-built drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
- 2.2 Identify major utilities and their approximate location from Utility maps.
- 2.3 Check conflicts with any other proposed projects in the immediate area.
- 2.4 Prepare preliminary site drawings. Engineer shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information). *The drawings at this phase need only enough detail for the Engineer to accurately determine the recommended alignment and convey it to the Program Manager.*
- 2.5 Draft or "Red Line" the Engineer's recommended horizontal route onto the preliminary site drawings.
- 2.6 Identify sustainability practices outlined by the Envision Opportunities Matrix provided by the City. Identified practices shall be considered during design of the project with records kept for sustainability practices that were not utilized.
- 2.7 Provide a brief description of sustainability practices implemented into the design and document practices not implemented on the Envision Opportunities Matrix if applicable.
- 2.8 Furnish one copy of the Preliminary Design – Phase I Drawings in PDF and DWF format to the Program Manager for review and approval. Record Drawings will be used as a starting point for the Drawings. After a review meeting with the Program Manager incorporate any necessary changes.
- 2.9 Engineer shall prepare preliminary Piping & Instrumentation Diagram (P&ID), control narrative, and list of anticipated vendor supplied control systems.
 - a. Prepare a preliminary P&ID that includes process flow, controllers, instruments, and final control elements.
 - b. Prepare a control narrative (control strategy) technical memo to complement the P&ID.
 - c. Present preliminary vendor supplied control systems (skid packages) as a component of the P&ID. For vendor supplied systems, identify prospective suppliers, control loop description, and interface schema.
- 2.10 Determine if permits are required for installation of selected equipment.
- 2.11 Prepare Preliminary Table of Contents and identify all City Master Specifications
- 2.12 Prepare a Preliminary Construction Cost Estimate and Construction Schedule with potential constraints.

2.13 Upon Completion of all items listed above, submit 30% design documents:

Deliverables:

1. 30% Preliminary Design Drawings w/P&IDs
2. Project Manual Table of Contents
3. Preliminary Cost Estimate
4. Preliminary Construction Schedule

Phase II (60% submittal)

- 2.14 Provide proposed commissioning requirements for individual equipment and integrated systems. Requirements to be written into Project Manual. Deliverable will be a one/two-page write up that will be included in the Specifications.
- 2.15 Resolve any utility conflicts.
- 2.16 Determine the final location of the proposed improvements.
- 2.17 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	2
Process / Structural Sheets	8
Electrical Sheets	6
I&C Sheets	3
TOTAL	20

- 2.18 Prepare draft specifications in MF04 format. Engineer use track changes with submitted City's modified master specifications.
- 2.19 Compute project quantities and estimate of construction costs in MF04 format.
- 2.20 Submit draft Preliminary Design Documents to Program Manager for review and approval.
Preliminary Design Submittal: (2 Complete Sets)
Preliminary Design Drawings
Summary of Project Quantities w/estimated construction costs.
- 2.21 Prepare draft specification 40 61 93 - Process Control System - Input Output List. Analog I/O ranges updated to appropriate process engineering units. Digital I/O descriptions updated for fail safe conditions.
- 2.22 Submit ready to be tagged P&ID drawings using City's standard instrumentation identification. P&ID shall reference Auxillary, support, and safety systems shall be identified on the P&ID. Where existing systems are being incorporated into the design, designer shall reference on design documents. If implementing new systems (gas monitoring, compressed air, boilers) shall be noted on the first drawing where the system is used and to be incorporated. When merited for complex systems, independent drawings shall be created and referenced.
- 2.23 Submit updated control strategy with track changes highlighting major design changes. Incorporate preliminary setpoints and operating parameters.
- 2.24 Submit IT/OT communication drawings. Independent drawings showing communication topology for business and process control networks. Drawing shall show interface connection points to owner's existing network. Business topology shall identify new and existing equipment. (IE: phone, fax, security cameras, door access control, computer, printer, fire alarm, etc.) Process control topology shall identify new and existing equipment. (IE: PLC, OIT, HMI, VFD, vendor skid package,

etc.) Identify non-ethernet communications and identify protocols. (IE: phone, fire, communication links - Modbus RTU, etc.)

Task 3 Final Design (95% submittal)

- 3.1 Prepare specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards.
- 3.2 Complete a quality control review of the draft Contract Documents.
- 3.3 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 3.4 Update summary of project quantities.
- 3.5 Provide update to City on what sustainability practices were maintained during the design. Any items originally outlined using the Envision Opportunities Matrix shall be documented why they were implemented or unused.
- 3.6 Submit draft Final Design Documents to Program Manager for review and approval.
Final Design Submittal (2 Complete Sets)
 - Final Design Drawings
 - Summary of Project Quantities w/estimated construction costs.
 - Bidform
 - Project Technical / Supplemental Specifications.
 - Updated Envision Opportunities Matrix
 - a. P&ID fully tagged with City's standard identification.
 - b. Equipment technical specification schedules quality checked against P&ID tagging.
- 3.7 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. A single design package will be delivered for both the scum and sludge screening.

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

- 4.1 Attend Pre-bid Meeting.
- 4.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents.
- 4.3 Conformed Contract Documents
The Engineer will prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

Task 5 Construction Phase. (Design Services During Construction)

- 5.1 The City will retain another firm as the City's representative, to assume all duties and responsibilities, and to have the rights and authorities assigned to the Engineer in connection with the construction work to be performed in accordance with the Construction Contract Documents. During the construction phase, the Engineer during the design phase will be referred to as the 'Design Engineer'. The Design Engineer shall also provide professional engineering services during the construction phase. The Design Engineer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the Construction Contract Documents. The Design

Engineer shall also prepare operation and maintenance (O&M) manual documents and shall provide training and startup services associated with the construction phase.

- 5.2 Consult with, advise and assist the Construction Contract Manager in their role as City's representative. Engineer's communications with the City and the Contractor shall be through, or with knowledge, of the Construction Contract Manager.
- 5.3 Prepare for and participate in the Pre-Construction Conference. The preconstruction conference will be held by the Construction Contract Manager.
- 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.
- 5.11 Prepare record drawings from Contractor's annotated set (As-Builts) of contract drawings showing changes made during construction. Furnish AutoCAD and PDF Files of the record drawings.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by September 1st 2022 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>
Preliminary Design Phase IA	November 1 st 2022
Preliminary Design Phase I	January 1 st 2023
Preliminary Design Phase II	March 1 st 2023
Final Design Phase	May 1 st 2023

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.
- Furnish to the Project Manager additional survey required for the Project.
- Perform site visits to assist Program Manager in resolution of design or construction problems.
- Create 3D Model of the primary clarifier below grade area, tunnel from the primary clarifier to the headworks building, and top floor of the headworks building based on existing record drawings. Confirm model based on field verification. Perform design of new Sludge and Scum Screening System within the newly created BIM Model. This work does not include a LiDAR scan of the areas.

PART II I&C/Facilities

CITY'S RESPONSIBILITIES

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

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

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

Provide Engineer with electronic or hard copies of existing City utility maps, aerial maps and contour maps that are available to the City.

Provide Engineer with electronic copies of ortho aerial photography, GIS base map information (Autodesk AutoCAD 2020 format) of right-of-way and lot information, GIS information on existing water and sewer lines (Autodesk AutoCAD 2020 format).

Provide Engineer with location / structure IDs for the P&ID. Provide owner's standard P&ID loop tagging schema at 60% design.

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. DECISIONS

Provide all criteria and full information as to City's requirements for the Services and make timely decisions on matters relating to the Services.

D. PROPERTY OWNER NOTIFICATION

Property owner survey notification letters will be prepared and mailed by the City.

PART III

COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$227,310 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.

Expenses

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

	<u>Per Diem Rate</u>
Travel Day 1 (City or State)	\$112.00
Workshop	\$200
Non-Travel Day	\$68.00
Overnight Accommodations	\$108.00

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER plus 10 percent for administrative costs. The Engineer will obtain written City approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

- 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.
- City shall pay Engineer within 30 days of receipt of approved invoice.
- 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 Non-Consent Decree STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or 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: \$148,680

Bidding Phase - (Task 4)

For Services outlined in Task 4 a not to exceed fee of: \$6,600

Construction Phase - (Task 5)

For Services outlined in Task 5 a not to exceed fee of: \$52,030

Contingency Allowance - As authorized by PM

For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of : \$20,000

TOTAL NOT TO EXCEED FEE: \$227,310

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, 2023 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

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

Interoffice Memo

Date: 9/27/2022
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Primary Clarifier Sludge and Scum Improvements
W.O. #76976

Michael Kiester
9.29.2022

Council District # 5

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. The Primary Clarifier Sludge and Scum Improvement project includes upgrades to the Water Pollution Control Plants Primary Sludge pumping system and Primary Scum Removal system. These upgrades will reduce hair any other inorganics from entering the digester along with unnecessary water. Upgrades will include equipment installation, electrical additions, control modifications, and structural evaluation

Implications of not being approved: Primary clarifier sludge is removed from the bottom of a primary clarifier and contains organic material that is sent to the anaerobic digesters for processing. Along with the organic material in this sludge, there are also inorganics such as grit, hair, and rags that passed through the initial screening process. These inorganics take up capacity in the digester and restrict processing capabilities over time. This project investigates methods to remove these inorganics from the sludge to maintain available capacity in the digester.

Primary scum is floatable material that is removed from the top of a primary clarifier. Previously primary scum is transferred to the digesters or dewatered and sent to the landfill. This project investigates methods to better prepare the scum for processing in the digester.

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 four firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, and 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 September 13, 2022.

The cost of said project funded by SRF

Council Introduction Date: October 25, 2022

CC: BOW
Matthew Wirtz
Jill Helfrich
Construction Manager
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