BILL NO. S-23-10-16

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – BELMONT STREET STORMWATER IMPROVEMENTS – RESOLUTION/WORK ORDER #83939 - $217,717.00 (funded by Stormwater Utility Revenue) between A&Z ENGINEERING, LLC and the City of Fort Wayne, Indiana, by and through its Board of Stormwater Management.

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

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT – BELMONT STREET STORMWATER IMPROVEMENTS – RESOLUTION/WORK ORDER #83939 (funded by Stormwater Utility Revenue) - between A&Z ENGINEERING, LLC and the City of Fort Wayne, Indiana, by and through its Board of Stormwater Management, 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 THE BELMONT STREET STORMWATER IMPROVEMENTS PROJECT CONSISTING OF STORM SEWER STARTING AT PAULDING ROAD, RUNNING ALONG BELMONT STREET, AND CONNECTING TO EXISTING INFRASTRUCTURE AT FAIRFAX AVENUE. THE IMPROVEMENTS INCLUDE DETENTION / STORAGE AND GREEN SOLUTIONS ALONG THE PROPOSED STORM SEWER ALIGNMENT. THE INTENT IS TO CONSTRUCT THE STORM SEWER ALONG BELMONT STREET WITH THE PUBLIC WORKS ROAD RECONSTRUCTION PROJECT IN 2024, AND TO CONSTRUCT THE PAULDING ROAD PORTION OF THE STORM SEWER WITH THE PAULDING ROAD RECONSTRUCTION PROJECT IN THE FUTURE AT A TBD DATE;

involving a total cost of TWO HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTEEN AND 00/100 DOLLARS - ($217,717.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

_____
Council Member

APPROVED AS TO FORM AND LEGALITY

_____
Malak Heiny, City Attorney

PROFESSIONAL SERVICES AGREEMENT

83939 – Belmont Street Storm Improvements

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Stormwater Management
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

A&Z Engineering, LLC (ENGINEER)
1220 Ruston Pass
Fort Wayne IN 46825
260-485-7077
260-485-7071 (fax)

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 STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DATE: _____

APPROVED FOR ENGINEER

BY: _____
Warren J. Zwick, P.E., Member

DATE: 09/26/2023

PART I Standard

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

Engineer shall provide the City professional Engineering services in all phases of the project to which this scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, furnishing civil Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

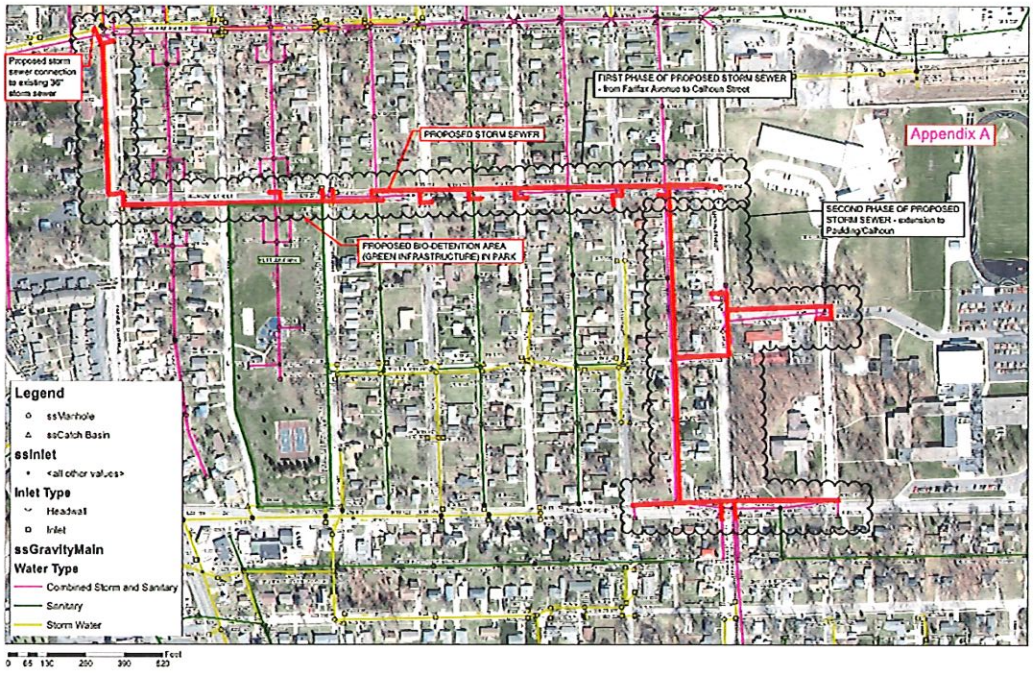
1. Alignment and Phasing

Installation of new storm sewer along Belmont Street with detention at Kettler Park. The new storm sewer is to extend to the intersection of Calhoun Street and Paulding Road and connect to the existing 36-inch storm sewer at the intersection of Fairfax Avenue and Fairfield Avenue. The alignment of the proposed storm sewer is shown in Appendix A.

This project is to be designed so that it can be constructed in the following parts, as shown in Appendix A:

1. First phase of proposed storm sewer (from Fairfax Avenue to Calhoun Street) with bio-detention at Kettler Park
2. Second phase of proposed storm sewer (extension to Paulding/Calhoun)

The Engineer is to model and design both parts up to 95% (Task 3) and then bring into completion the first part of this project, including its bidding and construction (Tasks 4 and 5).



2. Purpose and Design

The purpose of the storm improvements is to provide proper drainage in areas that are flooding as well as sewer separation in a combined sewer area. The new storm system is to capture the existing inlets along its alignment disconnecting them from the combined sewer system as well as add additional inlets where necessary.

The detention area at Kettler Park is to function also as a landscaping feature in the park and to protect the downstream system from surcharging during peak conditions. The Engineer is to develop a detention capacity and outlet orifice in such a way to optimize the new storm system and not overwhelm the downstream 36-inch storm sewer.

The Engineer is to develop a hydraulic model for both phases of the new storm sewer and detention basin at Kettler Park. CUE has collected structure data information of the entire watershed area for the Engineer's use. The watersheds, developed during the study phase, for this area are in Appendix B and can be reviewed and used for modeling purposes.

C. SCOPE OF SERVICES

The duty of the Engineer is to develop a hydraulic model and 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 two (2) review meetings – proposed to occur at the end of Preliminary Design Part I and after completion of Preliminary Design Part II. These meetings are held at the Program Manager's office with optional virtual attendance as needed.

1.3 Attend two (2) coordination meetings – proposed to occur during the Preliminary Design. These meetings are held at the Program Manager's office with optional virtual attendance as needed. Additional meetings will be included under Optional Additional Services – Coordination with Other Departments.Keep the minutes of the Progress Review and Coordination Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 Preliminary Design

Phase I (30% submittal)

2.1 Research City documents for existing mapping, utility information, as-built drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.

2.2 Perform hydraulic modeling using EPA's SWMM program Version 5.1.09 or later or CHI's PCSWMM software running the SWMM 5.1.09 or later engine to analyze all storm water systems which have closed conduit components. For Stormwater modeling the use of STORM AND SANITARY ANALYSIS (SSA) program which is bundled with AUTODESK's Civil 3D software package is acceptable; however, the Engineer should ensure that all project components are exported into an electronic format that can be easily read by PCSWMM. For hydraulic analysis of open channel and riverine systems, the Engineer shall use the Corps of Engineer's HEC-RAS program in the unsteady or steady state mode, as agreed to by the City of Fort Wayne personnel. For the HEC-RAS analysis, catchment and sub-catchment hydrology shall be computed using the Corps of Engineer's HEC-HMS program.

For large interconnected storm drainage systems, the hydrologic methodology within the SWMM engine can be used provided system flow hydrographs at selected locations can be calibrated using appropriate flow meter data as agreed upon by the City of Fort Wayne. For individual drainage areas, the CONSULTANT shall follow the guidelines in the City of Fort Wayne's storm drainage manual to develop the design flow hydrographs. Site specific detention basin modeling shall be carried out using

HEC-HMS, HEC-RAS, PCSWMM or Civil 3D. If stage-storage, outlet rating, and/or dynamic tailwater curves are developed outside of the software, the CONSULTANT shall provide EXCEL spreadsheets that clearly indicate how the individual curves were computed. If using Civil 3D for detention basin modeling, the CONSULTANT shall use the HYDRAFLOW HYDROGRAPHS EXTENSION.

The Engineer shall deliver all model files to the City in electronic format in such manner that the City can run the model and reproduce the results as reported by the Engineer. If the electronic model files are large, the contents should be delivered on a flash drive.

The City will provide the existing PC-SWMM model and proposed model for the Southgate development. Consultant will combine these two models to use as a base condition for the Belmont storm improvements. It is assumed that up to two (2) alternatives will be evaluated for the detention at the Kettler Park property.

After combining the proposed Southgate model with the existing conditions model, the capacity of the existing 36" pipe at the intersection of Fairfax Avenue and Fairfield Avenue will be evaluated.

The capacity of the 36" pipe will be evaluated for both free discharge and high backwater conditions at St. Mary's River. Following this initial modeling effort, the design team will meet with the City to discuss:

1) for both scenarios, available pipe capacity in 36" pipe or presence of capacity deficiencies
2) design criteria for Belmont Street diversion and Kettler Park stormwater pond

2.3 Identify major utilities and their approximate location from Utility maps.

2.4 Check conflicts with any other proposed projects in the immediate area.

2.5 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)

2.6 Engineer shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers. The scope of field survey will be as noted below:

- Perform a topographic survey of the area shown on Exhibit "A".

- Only visible evidence of existing utilities, including Indiana 811 markings, will be located for Belmont St. from Fairfield Ave. to Calhoun St.
- Send approximately 90 survey notice letters to the property owners within the survey limits.
- Order Indiana 811 utility locates.
- A maximum of 64 storm and sanitary sewer structures will be located and detailed.
- Horizontal control will be based on the Indiana State Plane Coordinates – East Zone, US Survey Feet. A maximum of 14 horizontal control points will be set for the survey.
- Vertical control will be based upon the NAVD88 datum. A maximum of 12 temporary bench marks will be set.
- The topographical survey data will be collected at an approximate interval spacing to emulate a 50-foot grid within the survey limits and as required to define changes in grade.
- Contour line interval shown will be 1-foot.
- Show the location of any legal open and/or tile drains that lie within the survey limits, as shown on the Allen County iMap GIS website.
- Determine the elevation of water present in any lake, pond, stream, ditch, and/or body of water within the survey limits.
- Establish the location of visibly apparent structures, improvements, fences, paved areas, non-paved areas, curbs, sidewalks, crown of road, natural features, etc. within the survey limits.
- Locate the relevant portion of existing buildings and/or structural improvements within the survey limits.
- Locate isolated trees three (3) inches and over in diameter at breast height. In thickly and/or heavily wooded / brushy areas only the perimeter of the woods/brush will be established. Existing vegetation, landscaping, and planting areas shall be located.
- Show the location of all visibly apparent evidence of underground utilities marked by Indiana 811 and visible evidence of utilities such as manholes, hatches, cleanouts, valves, handholes, transformers, gas meters, warning risers, gas valve, phone/cable pedestals, etc.)
- Show the location of all light pole, power poles and overhead utilities within the survey limits.
- Locate trees three (3) inches and over in diameter at breast height. No scientific and/or species names and/or drip line locations will be provided.

Deliverables
- One base topographic survey in Autodesk Civil3D format
- Civil3D pipe network for the project
- One LandXML file
- Structure Data Sheets and pictures

Clarifications of Professional Services
- The property and right-of-way lines shown will be based upon the Allen County iMap GIS property and right-of-way lines provided by the City of Fort Wayne.
- The exterior footprints of all buildings adjacent to the survey limits will be shown per the Allen County iMap GIS data provided by the City of Fort Wayne.
- This scope of work for this proposal does not include any work associated with boundary surveys, easement exhibits, vacation exhibits, right-of-way engineering, and/or construction staking

2.7 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.* A maximum of two (2) Preliminary alternative sketches for the bio-detention with landscaping amenities at Kettler Park will be prepared for review. Additional preliminary design alternatives will be included under Optional Additional Services Coordination with Other Departments.

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

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

Phase II (60% submittal)

2.10 Resolve any utility conflicts.

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

2.12 Preliminary Design Phase II Drawings and prepare preliminary Stormwater Pollution Prevention Plan (SWPPP). Incorporate all design improvements presented in Phase I.

The Drawings will generally include: (estimated)

	Ph I Sheets	Ph II Sheets
Title Sheet	1	1
General Notes, Index and Legend	2	2
Plan (and Profile) Sheets	9	7
Erosion Control (SWPPP) Sheets	10	6
Detention/Site/GI Plans	4	-
Special Detail/Tables/Misc Sheets	16	14
TOTAL	42	30

2.13 Prepare draft specifications in MF04 format.

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

2.15 Submit draft Preliminary Design Documents to Program Manager for review and approval.
Preliminary Design Submittal: (2 Complete Sets)
Preliminary Design Drawings
Summary of Project Quantities w/estimated construction costs.

2.16 Upon approval of Preliminary Design Drawings, submit one copy for "routings" along with a list of all projected affected entities. Program Manager will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to Engineer at the review meeting.

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.

Prepare Stormwater Pollution Prevention Plan (SWPPP) and submit to the local MS4 for review and approval. Upon SWPPP approval, prepare and submit the Construction Stormwater General Permit (CSGP) to the Indiana Department of Environmental Management (IDEM). Prepare and obtain local public notice and Notice of Intent (NOI) letter and submit to IDEM.

3.4 Update summary of project quantities.

3.5 Submit draft Final Design Documents to Program Manager for review and approval (First phase only from Fairfax Avenue to Calhoun Street).
Final Design Submittal (2 Complete Sets)
Final Design Drawings

Summary of Project Quantities w/estimated construction costs.
Bidform
Project Technical / Supplemental Specifications.

3.6 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings in PDF and CAD format utilizing the CAD standards in Book 6 of the Fort Wayne Design Standards Manual.

Task 4 Bidding Phase - First phase only from Fairfax Avenue to Calhoun Street. 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 - First phase only from Fairfax Avenue to Calhoun Street. (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 NOT USED

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 October 30, 2023 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE	Ph I DATE	Ph II DATE
Preliminary Design Phase I	12/22/2023	12/22/2023
Preliminary Design Phase II	02/16/2024	03/22/2024
Final Design Phase	04/19/2024	06/21/2024

E. OPTIONAL ADDITIONAL SERVICES

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

Geotechnical Investigation

- Perform all associated coordination and work to obtain a geotechnical sub-consultant to perform soil borings and conduct geotechnical evaluation relative to pipe bedding, trench backfill, bedrock depth, subsurface conditions at tunneling or boring and jacking sites, dewatering and sheeting/shoring issues all in accordance with good Engineering practices. Engineer shall provide to the Program Manager a boring areas plan indicating required soil borings along pipe alignment 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. *Owner's Allowance for this work is provided in Attachment #1.*

Coordination with Other Departments

- Prepare extra design deliverables and attend coordination meetings as requested by Owner to facilitate coordination with other City departments. *Owner's Allowance for this work is provided in Attachment #1.*

Kettler Park Easement Documents

- Easement exhibits is assumed to be one permanent and one temporary for Kettler Park parcel
  1. Perform records research to acquire the current deed of record for the parcel
  2. Prepare Exhibit "A" legal descriptions and Exhibit "B" drawings for parcel graphically depicting the proposed permanent and temporary easements; provide a PDF of completed Easement Exhibits and Word document containing the legal descriptions
  3. The right-of-way and property lines utilized will be the GIS lines provided by the City of Fort Wayne
  4. No fieldwork will be performed to locate existing survey monuments and/or establish existing property and/or right-of-way lines locations
  5. If a title search and/or title encumbrance report is required for Kettler Park parcel, it will be performed under Contingency Task
  6. This work shall be prepared in conformance to the City's Design Manual, Unit I, Chapter 4.

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 (excluding Kettler Park parcel).
    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 (if required including Kettler Park parcel).
    3. Based on findings of title work done in 2 above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels (excluding Kettler Park parcel). Document overall right-of-way requirements. This work shall be prepared in conformance to the City's Design Manual, Unit I, Chapter 4.

PART II

CITY'S RESPONSIBILITIES

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

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

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

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

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

B. REPRESENTATIVE

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

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 **$ 217,717** 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.

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

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

B. BILLING AND PAYMENT

1. Timing/Format
   a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require and shall include the employee name and title of all staff billing to project.
   b. City shall pay Engineer within 30 days of receipt of approved invoice.
   c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to exceed amount.

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

PART IV Non-Consent Decree
STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

a) Worker's Compensation 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:	$ 166,702
Bidding Phase - (Task 4)	
For Services outlined in Task 4 a not to exceed fee of:	$ 4,400
Construction Phase - (Task 5)	
For Services outlined in Task 5 a not to exceed fee of:	$ 9,115
Optional Services - As authorized by PM	
Geotechnical Investigation	
For Services outlined in Section E not to exceed fee of:	$ 20,000
Coordination with Other Departments	
For Services outlined in Section E not to exceed fee of:	$ 10,000
Kettler Park Easement Documents	
For Services outlined in Section E not to exceed fee of:	$ 2,500
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:	$ 5,000
TOTAL NOT TO EXCEED FEE:	**$ 217,717**

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

Classification	Invoice Rate
Principal	$ 185.00
Department Manager / Senior Project Manager / Senior Consultant	$ 150.00
Senior Project Engineer / Project Manager	$ 140.00
Senior Engineer / Senior Surveyor / Senior Designer / Senior Construction Supervisor	$ 125.00
Engineer / Surveyor / Designer	$115.00
Senior Technician / Senior Construction Inspector / Senior RPR	$ 105.00
Technician / Construction Inspector	$ 95.00
Administrative	$ 80.00
Intern Technician / Intern Construction Inspector	$ 75.00
One Person Survey Crew	$ 135.00
Two Person Survey Crew	$ 180.00

City Utilities Engineering

Interoffice Memo

Date: October 5, 2023

To: Common Council Members

From: Michael Kiester, Manager, City Utilities Engineering

RE: Belmont Street Stormwater Improvements
Resolution / Work Order # 83939

10.5.2023

Council District # District 5

Engineer shall provide the City Professional Engineering services for the Belmont Street Stormwater Improvements project consisting of storm sewer starting at Paulding Road, running along Belmont Street, and connecting to existing infrastructure at Fairfax Avenue. The improvements include detention / storage and green solutions along the proposed storm sewer alignment. The intent is to construct the storm sewer along Belmont Street with the Public Works Road reconstruction project in 2024, and to construct the Paulding Road portion of the storm sewer with the Paulding Road reconstruction project in the future at a TBD date.

Implications of not being approved: The Belmont Street Stormwater Improvements project will help alleviate street flooding in the Fairfield Terrace/ Belmont neighborhood. When complete, these improvements will provide reliable stormwater conveyance systems that move stormwater flow to the existing storm infrastructure on Fairfax Avenue which outfalls to the Saint Mary's River. This project will take off significant amount of stormwater runoff from the combined sewer system and in result reduce the number of overflows at outfall CSO 021. To not approve the project, the area will continue to experience regular flooding and long periods of standing water in the street and right-of-way. New stormwater infrastructure will not be installed with the road reconstruction projects and exiting inlets, which are insufficient for drainage, will have to be re-installed instead. Additionally, the combined sewer system will not be alleviated from stormwater runoff which contributes to combined sewer overflows.

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 eleven (11) 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 (3) shortlisted firms submitted Competitive Sealed Proposals. Utilities Engineering reviewed the proposals and selected A & Z Engineering for this project, finding their scope and fee to be the best value for this project. The Board of Public Works approved the contract on October 3rd, 2023.

The cost of said project funded by Stormwater Utility Revenue.

Council Introduction Date: October 10th, 2023

CC: BOW
Matthew Wirtz
Jill Helfrich
File