

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – WATER POLLUTION CONTROL PLANT RENEWABLE NATURAL GAS FACILITIES DESIGN AND CONSTRUCTION SERVICES – WORK ORDER #77202 – \$998,412.00 – between CDM SMITH 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 – WATER POLLUTION CONTROL PLANT RENEWABLE NATURAL GAS FACILITIES DESIGN AND CONSTRUCTION SERVICES – WORK ORDER #77202 – between CDM SMITH 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 REPRESENTATIVE FOR THE PROJECT, PROVIDING PROFESSIONAL ENGINEERING CONSULTATION AND ADVICE, AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO. THE RENEWABLE NATURAL GAS PROJECT COMPLETES A DESIGN AT THE WATER POLLUTION CONTROL PLANT FOR THE INSTALLATION OF NEW EQUIPMENT TO PROCESS BIOGAS AT THE FACILITY. BIOGAS IS A BYPRODUCT OF THE ANAEROBIC DIGESTION PROJECT AND IS CURRENTLY UTILIZED IN SUPPLEMENTAL POWER AND HEAT. THE WORK IN THIS AGREEMENT INCLUDES DESIGN AND CONSTRUCTION SERVICES FOR THE INSTALLATION OF RENEWABLE NATURAL GAS AND CARBON DIOXIDE RECOVERY EQUIPMENT;

involving a total cost of NINE HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED TWELVE AND 00/100 DOLLARS - (\$998,412.00). 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

CU 3.19.24

PROFESSIONAL SERVICES AGREEMENT

("WPCP Renewable Natural Gas Facilities Design and Construction Services")

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 210
Fort Wayne, IN 46802

and

CDM Smith Inc. (ENGINEER)

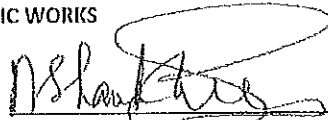
Who agree as follows:

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.

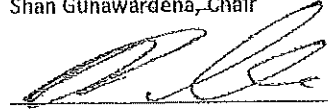
APPROVALS

APPROVED FOR CITY
BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

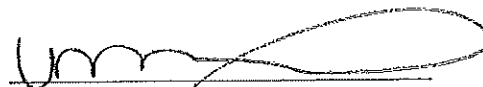
BY:


Kumar Menon, Member

BY:

ABSENT
Chris Guerrero, Member

ATTEST:

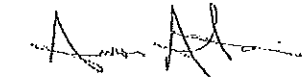

Michelle Fulk-Vondran, Clerk

DATE:

3-19-2024

APPROVED FOR ENGINEER

BY:



DATE:

March 07, 2024

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

At the Water Pollution Control Plant anaerobic digesters are utilized to reduce volatile solids in sludge removed from the clarification process. During this digestion process, methane gas is released and captured. This gas is currently utilized in supplemental electrical generation and heat generation for the facility. This project expands this biogas utilization to allow for renewable natural gas production at the facility. This gas could then be utilized throughout the facility or injected into the NG Utility (NIPSCO) Pipeline.

The City completed a conceptual study and design of Renewable Natural Gas Equipment with optional CO₂ recovery as an alternate. These items would be integrated into the existing Water Pollution Control Plant biogas treatment and utilization facilities and expand capacity of the biogas treatment available. Items that are to be included in the design are a Renewable Natural Gas System, CO₂ recovery system, biogas treatment, compression, monitoring, and pipeline injection. The sizing shall be based on the energy model and report developed as part of the conceptual design for the project.

The Coordination with the NG utility (NIPSCO), Air Permitting authority (IDEM), and other authorities will be required. The Engineer is expected to deliver a complete and functional biogas to RNG facility design (including CO₂ recovery), and pre-procurement documents for long lead time treatment equipment.

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. Sustainability, energy efficiency, and innovation shall be incorporated into the project, where applicable. The Engineer shall develop and provide the following services:

Task 1 Project schedule and Review Meetings

- 1.1 Prepare and maintain project delivery schedule, including, at a minimum, tasks listed in this agreement and with enough detail to provide useful tracking and adjustments throughout each task.
- 1.2 Maintain an updated schedule of ENGINEER tasks throughout the project delivery, updating monthly or more often as necessary. Utilize the schedule during progress meetings to identify critical path items and progress.
- 1.3 Coordinate a Project Coordination Kickoff Workshop with the City, Engineer, and sub-consultants. The workshop will define project critical success factors, clarify roles and communication protocols, and develop a project action plan. This workshop will be held at WPCP.
- 1.4 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.

- 1.5 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.
- 1.6 Conduct site visits, design workshops, and coordination with utilities as required to progress the work.
- 1.7 Issue pre-purchase package for RNG and CO2 equipment, inclusive of packaged controls and VFDs, in coordination with FWCU. Finalize technical specifications and associated Div 00, Div 01, Div 26, and Div 40 sections required for pre-purchasing. FWCU standard specifications to be used as applicable. Review proposal packages and submit recommendation letter of selected vendor to FWCU.

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 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 and Coordinate with Utility Companies impacted by the project, including natural gas and electric utility as necessary. Review and interconnection terms and agreements and gas tariffs as provided by the Utility Companies.
- 2.5 Contact and Coordinate with City's Air Permit specialists and provide pertinent design specifications, emissions estimates, and other pertinent information as needed to modify the City's Air Permit. The City's Air Permit specialists will coordinate any required air permit updates.
- 2.6 Contact and Coordinate with City's Intertie and Microgrid Project managers to obtain information regarding changes in electrical loads and biogas utilization at the WPCP. Design improvements related to intertie and microgrid are completed by others respectively.
- 2.7 Prepare preliminary site drawings. Including treatment systems, metering, gas evaluation, electrical, piping, civil, structural, mechanical, and instrumentation and controls. All RNG biogas upgrading components shall be installed in existing buildings at the site. The CO2 system will be installed outdoors as shown in the Conceptual Design Report. The following requirements shall be met:
 - 2.7.1 New equipment will meet Class I Division 1 requirements.
 - 2.7.2 Existing combustible gas sensors will be reused.
 - 2.7.3 Process mechanical design will be in 3D using Revit modeling.
 - 2.7.4 No modifications to the existing building are necessary for the installation of gas processing equipment.
 - 2.7.5 Gas upgrading equipment will consist of hydrogen sulfide removal expansion, feed compression system, three-stage membrane system, moisture removal system, and siloxane removal system.
 - 2.7.6 Existing gas processing equipment shall remain available for use with the current CHP systems.
 - 2.7.7 Existing waste gas burners will be modified to accommodate flaring of RNG should tail gas does not meet methane content specifications.
- 2.8 Complete a code review of compliance for all pertinent Biogas/Natural Gas codes and CO2 Gas codes. Develop a technical memorandum summarizing the analysis and submit to the City for

review and distribution to Authorities Having Jurisdiction. Architectural modifications based on the code review are not anticipated.

- 2.9 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. If the City does not provide an Envision Opportunities Matrix then include sustainability practices and provide documentation to the City.
- 2.10 Provide a brief description of sustainability practices implemented into the design and document practices not implemented on the Envision Opportunities Matrix if applicable.
- 2.11 Furnish one copy of the Preliminary Design & Opinion of Probable Construction Cost– 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.
- 2.12 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.
- 2.13 Engineer shall prepare equipment procurement documents for long lead items utilizing EJCDC_P_700. Procurement packages shall be completed between 30% and 60% design phase.
 - a. Prepare equipment procurement packages for the membrane scrubbing system, tall gas management/CO₂ Recovery, and biogas pretreatment, metering, electrical gear (including VFDs), and monitoring equipment. Selection will be via Request for Proposal process.
- 2.14 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.*
- 2.15 Provide list of potential energy performance improvement opportunities and operational controls in the design of new, modified and renovated facilities, equipment, systems, and energy using processes that can have a significant impact (refer to Envision Opportunity Matrix RA 2.1 Reduce Operational Energy Consumption) on its energy performance over the planned or expected operating lifetime. Where applicable, the results of the energy performance consideration shall be incorporated into project specifications, design and procurement. Forms of energy consumption or energy transfer, solely or in combination include, kilowatt-hours, therms, or BTU (British Thermal Units) provided by an energy source.

Phase II (60% submittal)

- 2.17 Resolve any utility conflicts.
- 2.18 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.19 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. HVAC Design will include modification to existing HVAC system serving the Gas Handling Room to accommodate the heat dissipated from the new RNG equipment that will be located in the room. Plumbing modifications will be minimal in the building and will be shown on the HVAC drawings. Plumbing modifications include modifying existing protected water system as needed to support the new RNG equipment. Plumbing will also evaluate existing floor drains and determine if additional

floor drains will be needed to accommodate the new process equipment. Fire protection design, modifications to the existing fire alarm system, and modifications to existing lighting are excluded. The Drawings will generally include: (estimated)

<u>Sheets</u>	
Title Sheet	1
General Notes, Index and Legend	3
General Sheets	3
Plan (and Profile) Sheets	5
Structural	13
Mechanical	15
Electrical	19
Civil	6
HVAC	8
P&ID Sheets	12
Communication Sheets	9
Special Detail Sheets	<i>Included above</i>
TOTAL	94

- 2.20 Prepare draft specifications in MF04 format. Specifications will use the City's master specifications when applicable. Engineer use track changes with submitted City's modified master specifications.
- 2.21 Compute project quantities and estimate of construction costs in MF04 format.
- 2.22 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.
- 2.23 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.
- 2.24 Submit ready to be tagged P&ID drawings using City's standard Instrumentation Identification. P&ID shall reference Auxiliary, 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.
- 2.25 Submit updated control strategy with track changes highlighting major design changes. Incorporate preliminary setpoints and operating parameters.
- 2.26 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.)
- 2.27 Furnish Project Manager with all necessary drawings, specifications, and documentation to determine eligibility for project funding through utility rebate programs. This will be applicable where a project's associated electricity or natural gas meters are opted into utility energy efficiency programs and the project meets program criteria for efficiency improvements. If the project is determined to be eligible for financing through utility rebate programs, incorporates an applicable energy conserving measure, and demonstrates a reasonable return on investment, Designer will

provide basic information necessary to complete application for rebate funding. See Optional Additional Services Task "Grant and Rebate Support" for more complex calculations and reporting.

- 2.28 Review shop drawings of pre-purchased equipment. Coordinate with Equipment Supplier on submittal comments and incorporate equipment information into preliminary design.

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 Compile permitting submittal to Authorities Having Jurisdiction. Compile and respond to comments received from the Authorities Having Jurisdiction.
- 3.5 Update summary of project quantities.
- 3.6 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.
- 3.7 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.
 - Bid form
 - 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.
- 3.8 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.
- 3.9 Continue coordination with Equipment Supplier on design details for pre-purchased equipment.

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. Design Engineer is not responsible for construction inspections.
- 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.
- 5.12 Provide an updated version of the Envision Opportunities Matrix with an explanation of the completed items and uncompleted items.

Assumptions:

1. Existing power distribution has adequate power for new process equipment. No upgrades will be needed to expand capacity of power distribution system.
2. Engineer and Owner will reassess the construction phase services after completion of the design phase to determine if the scope is adequate and/or if adjustments will be needed.
3. Permits and associated permit applications will be the responsibility of the contractor.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by March 8, 2024 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 I	May 10, 2024
Preliminary Design Phase II	July 19, 2024
Final Design Phase	September 27, 2024 (95%) October 25, 2024 (Bld Set)

*Bidding Date to occur in October 2024 -- Procurement documents for RNG/CO2 anticipated in March/April (pending NIPSCO's Engineering Service Agreement) *

E. OPTIONAL ADDITIONAL SERVICES

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

RNG Sales of Renewable Natural Gas

- Engineer will assist City with development of a request for proposal (RFP) for the sale of Renewable Natural Gas and any related/applicable environmental attributes. City will prepare and distribute the final RFP and evaluate the RFP responses.

Rebate Application Support

- Complete calculations and reporting to Designer on as-needed basis to support utility energy rebate applications. Examples might include calculation of Project Payback Period or Annual Savings, development of a project narrative, or estimation of equipment annual operating hours to support submission of rebate applications.

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.
- Attend pre-construction meeting.
- Perform site visits to assist Program Manager in resolution of design or construction problems.
- Upon written authorization from Program Manager, and negotiation of satisfactory fees:
 1. Facilitate & Organize two site visits for City staff to tour similar facilities. City will pay travel expenses for City staff

- Provide an updated version of the Envision Opportunities Matrix with an explanation of the completed and uncompleted items.
- Architectural modifications required to comply with current codes.
- Structural condition assessment and repair work.
- Site survey and geotechnical investigation.

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).

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

Provide available survey and geotechnical data available for the site.

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 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 \$998,412 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.

The Engineer shall provide the Services at the hourly rates attached hereto as Attachment 2 – Hourly Rate Schedule. The Engineer may propose adjustments to its hourly rates from time to time. To propose an adjustment in rates, Engineer shall submit a "Rate Adjustment Request" on a form made available by the City. All proposed adjustments are subject to City approval. If the proposed adjustments are approved, the adjustments shall become effective on the date identified in the Rate Adjustment Request form provided by Engineer, which shall thereafter be attached to the Agreement as an additional Exhibit. If the City rejects the proposed adjustments, the City shall provide written notice to the Engineer and the parties shall work in good faith to identify mutually acceptable hourly rates. If an agreement cannot be reached within (10) days following the date that the City provides written notice to the Engineer of its rejection of the proposed rates, the Engineer shall continue to provide the Services at the original agreed upon rates for the duration of this Agreement. Any adjustment of hourly results under this paragraph that is anticipated to increase the total Contract Price for the Services shall be approved by the Board of Public Works. Otherwise, Board approval shall not be required.

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.

	<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.
- To be considered for payment, invoicing for January through September must be received no later than

90 days from the end of the month that the services were provided. For services provided in the months of October, November, and December, invoices must be received by January 15th of the following year. Any invoices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.

- e. By January 15th of each calendar year, the Engineer shall invoice the City for all outstanding services through December 31st of the prior year (Year End Invoice). If Engineer is unable to provide the Year End Invoice by January 15th, the Engineer shall notify the City Representative by January 15th, in writing, and shall coordinate with the City Representative to determine the earliest feasible date to deliver the Year End Invoice. Any Year End Invoices or notices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
- f. By January 10th of each calendar year, the Engineer shall provide City Representative, in writing, a list of any outstanding payments due (Aged Receivables) for services rendered through December 31st of the prior year. The City Representative shall review the list of Aged Receivables and confirm that they are being processed for payment.

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 #180
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 terms, 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

Project Schedule and General Services- (Tasks 1)

For Services outlined in Tasks 1 a not to exceed fee of: \$ 52,673

Design Phase – (Tasks 2 through 3)

For Services outlined in Tasks 2 through 3 a not to exceed fee of: \$ 675,317

Bidding Phase - (Task 4)

For Services outlined in Task 4 a not to exceed fee of: \$ 29,647

Construction Phase – Design Services During Construction – (Tasks 5)

For Services outlined in Task 5 not to exceed fee of: \$ 190,775

Optional Services - As authorized by PM

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 : \$ 50,000.00

TOTAL NOT TO EXCEED FEE: \$ 998,412

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Portfolio Leader	\$300
Senior Technical Advisors (Average Rate)	\$300
Technical Advisor	\$250
Project Manager	\$175-\$275
Senior Engineer / Architect	\$230-\$250
Engineer III	\$205-\$225
Engineer II	\$170-\$200
Engineer I	\$140-\$165
Junior Engineer	\$110-\$135
Administration	\$80-\$115
Designer / Drafter	\$80-\$135

Interoffice Memo

Date: 3/7/2024
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Water Pollution Control Plant Renewable Natural Gas
Work Order # 77202

Handwritten signature and date:
3.7.2024

Council District – At Plants

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 representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. The Renewable Natural Gas project completes a design at the Water Pollution Control Plant for the installation of new equipment to process Biogas at the facility. Biogas is a byproduct of the anaerobic digestion project and is currently utilized in supplemental power and heat. The work in this agreement includes design and construction services for the installation of Renewable Natural Gas and Carbon Dioxide recovery equipment.

Implications of not being approved: During the Anaerobic Digestion process, biogas is produced. Currently methane is utilized to provide supplemental power and heat to the facility through generators and boilers. When there is additional loads that cannot be utilized, the gas is flared. As gas flows increase, additional methods to utilize the gas were evaluated with the Renewable Natural gas option being the best value for the utility. This project allows for the utilization of more biogas and supports resiliency for the utility.

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:

The consultant was selected through the Competitive Sealed Proposal process. A Request for Qualifications was sent to over 100 firms with three firms responding. A Request for Proposals (RFP) was developed and sent to two shortlisted firms. A scoring matrix based on expertise, qualifications, proposed scope of work and fee was used to score each firm based on their responses. Using this process, City Utilities Engineering selected CDM Smith, Inc. for this project and finds their scope and fee to be the best value for this project.

The cost of said project funded by: State Revolving Fund Sewer Bond

Council Introduction Date: 3/26/2024

CC: BOW
Matthew Wirtz
Jill Helfrich
File