

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – BULLERMAN DRAIN DAYLIGHTING AND STORMWATER DETENTION WORK ORDER #83770 - \$345,200.00 – 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 – BULLERMAN DRAIN DAYLIGHTING AND STORMWATER DETENTION WORK ORDER #83770 - 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: PROFESSIONAL ENGINEERING SERVICES TO INCLUDE SERVING AS CITY'S PROFESSIONAL REPRESENTATIVE FOR THE PROJECT, PROVIDING PROFESSIONAL ENGINEERING CONSULTATION AND ADVICE, AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO. BULLERMAN DRAIN DAYLIGHTING AND STORMWATER DETENTION PROJECT INCLUDES DESIGNER SERVICES, BIDDING ASSISTANCE, AND DESIGNER SERVICES DURING CONSTRUCTION FOR THE INSTALLATION OF STORMWATER DETENTION AND DAYLIGHTING APPROXIMATELY 1,700 FEET OF THE BULLERMAN DRAIN WITHIN THE MAPLEWOOD TERRACE NEIGHBORHOOD. THESE STORMWATER FACILITIES ARE INTENDED TO IMPROVE THE LOCAL CAPACITY OF THE DRAIN, REDUCE FLOODING, AND PROVIDE ECOLOGICAL IMPROVEMENTS TO THE DRAIN AND ADJACENT AREAS;

involving a total cost of THREE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED AND 00/100 DOLLARS - (\$345,200.00). 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

Bullerman Drain Daylighting and Stormwater Detention - 83770 ("PROJECT")

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 210
Fort Wayne, IN 46802

and

Arcadis U.S., Inc.
110 East Wayne St, 12th Floor
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

BOARD OF STORMWATER MANAGEMENT

BY:


Matthew A. Wirtz, Chair

BY:


Shan Gunawardena, Member

BY:


Chris Guerrero, Member

ATTEST:


~~Michelle Fulk-Vandran, Clerk~~
Tania Schwarz, Acting Clerk

DATE:

5-14-2024

APPROVED FOR ENGINEER

BY:


Amy Smitley, Vice President

DATE:

5/3/24

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

Installation of stormwater detention area and daylighting approximately 1,700 feet of the Bullerman Drain within the Maplewood Terrace neighborhood. These stormwater facilities are intended to improve the local capacity of the drain, reduce flooding, and provide ecological improvements to the drain and adjacent areas. Ashbrook Drive has experienced stormwater flooding due to the capacity of the piped Bullerman Drain. This project will alleviate that flooding, without causing downstream negative impacts.

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 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.
- 1.3 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 Preliminary Design

Phase I Basin and Stream Sizing and Layout Confirmation

- 2.1 Build upon existing PCSWMM and HEC-RAS model of the project area and complete basin sizing. Need to consider multiple basin sizes to maximize available area and the cut needed for construction. Final design model to be provided to City as deliverable. Task 2.5 Field Survey should be completed prior to updating the SWMM Model.
- 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 CONSULTANT 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 CONSULTANT 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. Task 2.5 Field Survey should be completed prior to updating the SWMM Model. Work will include updating the existing SWMM Model with surveyed information and confirming all inflows into the low flow storm sewer system and overland flow channel.

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 CONSULTANT 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 CONSULTANT. If the electronic model files are large, the contents should be delivered on a flash drive.

Christopher B. Burke Engineering, LLC will be available to help analyze downstream impacts of the proposed improvements using HEC-RAS and will be contracted with the City of Fort Wayne.

- 2.3 Provide two conceptual detention area layouts that consider the quantity, quality and long-term maintenance of the detention area and proposed stream. Concepts must include plant image boards, provisions for preservation of existing vegetation if feasible, incorporating native plantings, riparian restoration, public space amenities, neighborhood connectivity, and maintenance access.
- 2.4 Public space and neighborhood amenities include park-like open lawn with areas for seating, planting, and sidewalks for pedestrian movement and connectivity.
- 2.5 Build upon existing PCSWMM and HEC -RAS model of the project area and confirm final basin sizing. Utilize modeling and hydraulic calculations to determine size and layout of basin outfall. Outfall design will need to consider long term maintenance, verifying flow conditions and in-line drain (normal flow).
- 2.6 Deliverables include two (2) -hand-drawn and rendered or digitally drawn and rendered- conceptual layouts with plant image boards and a brief technical memorandum with detail on sizing, outfall design and daylighted stream preliminary cross sections.

Phase II (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 all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2.5 Engineer shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.
- 2.6 Prepare preliminary site drawings. Engineer shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information). *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.

- 2.7 Draft or "Red Line" the Engineer's recommended horizontal route onto the preliminary site drawings. Provide proposed basin area, and stream alignment. Include replacement of Maple Terrace PKWY culvert. Ashbrook, Elmbrook and Maple Terrace PKWY stormwater drainage and discharge piping need considered as part of the stream daylighting.
- 2.8 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.
- 2.9 Provide a brief description of sustainability practices implemented into the design and document practices not implemented on the Envision Opportunities Matrix if applicable.
- 2.10 Designer needs to consider long term monitoring for water quality and effectiveness of the Project. Final deliverable will include an operation and maintenance manual for the new stormwater facility.
- 2.11 Furnish one copy of the Preliminary Design -- Phase I Drawings in PDF and DWG format to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

Phase III (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. 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
Erosion Control	1
Plan (and Profile) Sheets	8
Detention Basin Design	4
Stream Daylighting (Cross Sections)	4
Planting Plan	4
<u>Amenity Plan Enlargements</u>	<u>2</u>
<u>Planting & Amenity Details</u>	<u>2</u>
<u>Special Detail Sheets</u>	<u>6</u>
TOTAL	34

- 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.

- 2.17 Permitting Support – 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.

Allen County Drainage Board Encroachment – Designer to provide encroachment information as requested for City Project Manager to obtain permit from Drainage Board.

IDEM /USACOE – Water Quality Permit (30-60 days) – Designer to prepare permit applications, submit and coordinate with regulatory agency for permit approval. It is assumed that the Project will qualify under a Nationwide Permit (NWP) 27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities and NWP 33 - Temporary Construction, Access, and Dewatering Activities. To meet that assumption, Arcadis will prepare a Pre-Construction Notification (PCN) to authorize Waters of the United States (WOTUS) impacts. The PCN will include the following:

- A completed Department of Army Permit Application (ENG Form 4345).
- The project purpose and need statement.
- A detailed project description sufficient for Public Notice.
- The area (in acres) of WOTUS to be impacted, including the quantity and type of fill material (in cubic yards).
- A plat of survey showing the property boundaries, as provided by the City.
- Conduct a wetland and waterway delineation within the project limits. Any wetlands and waterways observed within the Environmental Survey Area will be delineated in accordance with the Corps of Engineers 1987 Manual and the Midwest Regional Supplement to the Corps of Engineers Wetland Delineation Manual. Delineated wetlands and waterways will be documented via photographs and applicable datasheets. It is assumed the field survey will be performed during the growing season (generally from April 17 to October 20 or when soil temperatures reach or exceed 41F measured at 12 inches below the ground surface). The field survey will also document the observed habitat.
- Review all publicly available resource maps, including the U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory, the U.S. Geological Survey National Hydrography Dataset, Federal Emergency Management Agency Floodplain maps, the Natural Resources Conservation Service Soils Maps, and detailed elevation contour maps. Arcadis will prepare and submit a draft figure depicting the mapped resources of the project.
- Arcadis will prepare an Aquatic Resources Delineation Report (ARDR) for submittal to the USACE District, as necessary. The ARDR combines and summarizes the desktop review, results of the field survey, figures, photographs, data sheets, and other pertinent information per guidance from the USACE. Arcadis will provide THE CITY with one draft of the ARDR in electronic format for review and comment. One round of revisions to the ARDR will be made based on one consolidated set of comments received from the City. One final electronic copy of the ARDR will be provided to City. Arcadis will also provide the City with the GIS data collected during the field survey.
- Full-size engineering drawings and reduced-sized (11" x 17"), as provided by the City, showing all aspects of the proposed activity and the location of WOTUS to be impacted. The plans shall include grading contours, proposed and existing structures such as buildings footprints, roadways, road crossings, stormwater management facilities, utilities, construction access areas and details of water conveyance structures.
- The proposed construction schedule.
- Soil erosion and sediment control (SESC) plans that identify all SESC measures to be instituted during construction of the project.
- Mailing labels of adjoining property owners' names and addresses.

IDEM Permitting Support

Arcadis assumes that the Project will be covered under NWP27 blanket Section 401 Water Quality Certification. It is anticipated that a Pre-filing Meeting with IDEM will not be required. Arcadis will complete and submit the Authorization to Discharge Dredged or Fill Material to Isolated Wetlands and/or Waters of the State application. Arcadis will provide the erosion control and/or stormwater management plans. If a sediment analysis, species-specific surveys, or a stream habitat assessment is requested by IDEM, Arcadis can complete the additional tasks under a separate change order.

SW3P - Site Stormwater Erosion Control – Designer to prepare permit applications, submit and coordinate with the regulatory agency.

Department of Planning – Floodplain Permit - Designer to prepare permit applications, submit and coordinate with the regulatory agency.

DNR – Construction in a Floodway (30-60 days)- Designer to prepare permit applications, submit and coordinate with the regulatory agency.

Arcadis anticipates an IDNR DOW Construction in a Floodway Permit, with a No Change in the Effective Cross Sectional Flow Area Worksheet (non-modeling assessment) will be required for impacts to mapped regulatory floodways and floodplain within the Project. Arcadis assumes floodway habitat compensatory mitigation will not be required beyond what is necessary as part of the USACE NWP 27 and the IDEM Application for Authorization to Discharge Dredged or Fill Material to Isolated Wetlands and/or Waters of the State process.

Arcadis will complete and submit the application and a No Change in Effective Cross-Sectional Flow Area Non-Modeling Worksheet to the IDNR. If it is determined a modeling assessment is required for the permit, Arcadis will provide this task under a separate proposal. Arcadis assumes the engineering plans with cross-section views will be provided by the City.

Arcadis assumes the Project will not impact any waters protected by the Lakes Preservation Act (IC 14-26-2) or the Lowering of the 10-Acre Lake Act (IC 14-26-5). If it is determined the Project will result in an alteration of a lake's bed or shoreline or ditch modification within a half-mile of a freshwater lake of over 10 acres, Arcadis can provide additional permitting support under a separate proposal.

- 2.18 Project has been approved for a Fish and Wildlife – Foundation Grant. Design engineer to provide support to the City for the grant reporting requirements as needed.

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 (Digitally)
 Final Design Drawings
 Summary of Project Quantities w/estimated construction costs.
 Bidform
 Project Technical / Supplemental Specifications.
 Final Model of Selected Project
 Stormwater Facility Operation and Maintenance Manual
 Updated Envision Opportunities Matrix
- 3.7 Upon approval of Final Design drawings and project specifications, prepare and, one (1) electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings in PDF and CAD format utilizing the CAD standards in Book 6 of the Fort Wayne Design Standards Manual.

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

- 4.1 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 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.
- 5.9 Review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and Contract Documents.
- 5.10 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 June 24, 2024 and receiving prompt review and approvals from City agencies and Program Manager (1-week per review are included in the schedule). SCHEDULE— Start date May 21st

DATE

Survey Phase I – Stream Daylighting corridor and inlets (1 month)	06/21/2024
***During surveying decisions will be made to determine usable area between the house on Ashbrook Drive and Elmbrook Drive for daylighting, two proposed cross sections for daylighting the low flow storm sewer, useable area for the inline storage basin, high level layouts of basins to be modeled, determination on public amenities and connectivity, preliminary basin outfall design, and preliminary stream daylighting outlet design.	
Modeling Phase I – SWMM Update (2 weeks), Start after Survey Phase I	07/12/2024
Modeling Phase II – Two Storage Alternatives (1 month)	08/12/2024
Survey Phase II – Complete entire area and office work	08/05/2024
Preliminary Design Phase II (30%)	08/19/2024
Preliminary Design Phase III (60%)	09/16/2024
Final Design Phase (95% / Final)	10/28/2024

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. *Assume a minimum of six (6) holes.*

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.
- Provide an updated version of the Envision Opportunities Matrix with an explanation of the completed and uncompleted items.
- Professional illustrative renderings of the preferred concept plan for use in marketing or public engagement with neighborhoods or stakeholder groups.
- Professional digital 3D modeling to generate aerial or ground level perspective graphics intended to illustrate built conditions or the wetland area or public space amenities.
- Public Engagement meetings or presentations to the neighborhoods and local stakeholder groups.
- Enhanced Public and Neighborhood Amenity design to include playgrounds, community gardens, restrooms, structures such as arbors and trellises and pavilions, boardwalks, irrigation systems, or other amenities not included in Part C, Scope of Services.

PART II

CITY'S RESPONSIBILITIES

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

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

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

Provide Engineer with 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 Stacy Haviland, ASLA.

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 \$345,200 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

- 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.
- d. 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 #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: \$302,590

Bidding Phase - (Task 4)

For Services outlined in Task 4 a not to exceed fee of: \$4,040

Construction Phase - (Task 5)

For Services outlined in Task 5 a not to exceed fee of: \$12,570

Optional Services - As authorized by PM

Geotechnical Investigation

For Services outlined in Optional Service #2 a not to exceed fee of: \$6,000

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: \$345,200

*Fee based upon six soil borings at a maximum depth of 10-feet

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

- I. 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, 2024 and will be adjusted annually thereafter.

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
ONSITE	
Senior Engineer/Scientist/Architect II	\$175.00/hr
Senior Engineer/Scientist/Architect I	\$151.00/hr
Project Engineer/Scientist/Architect	\$133.00/hr
Staff Engineer/Scientist/Architect	\$122.00/hr
Engineer/Scientist	\$106.00/hr
OFFSITE	
Director – Engineer or Scientist	\$261.00/hr
Principal Engineer/Scientist/Architect II	\$248.00/hr
Principal Engineer/Scientist/Architect I	\$217.00/hr
Senior Engineer/Scientist/Architect II	\$190.00/hr
Senior Engineer/Scientist/Architect I	\$164.00/hr
Project Engineer/Scientist/Architect	\$144.00/hr
Staff Engineer/Scientist/Architect	\$133.00/hr
Engineer/Scientist	\$116.00/hr
CADD Designer/Field Supervisor	\$164.00/hr
Project Assistant I and II	\$116.00/hr
Document Tech	\$88.00/hr
Drafter II/Field Technician V	\$124.00/hr
Drafter I/Field Technician III and IV	\$113.00/hr
Design Tech II/Field Technician II	\$74.00/hr

Payment for reimbursable costs, as authorized by the CITY, will be invoiced per above. 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: May 20, 2024
To: Common Council Members
From: Stacy Haviland, City Utilities Engineering
RE: Bullerman Drain Daylighting and Stormwater Detention
Res. / W.O. # 83770

[Handwritten signature]
5.22.2024

Council District #: 1

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. Bullerman Drain Daylighting and Stormwater Detention project includes designer services, bidding assistance, and designer services during construction for the installation of stormwater detention and daylighting approximately 1,700 feet of the Bullerman Drain within the Maplewood Terrace neighborhood. These stormwater facilities are intended to improve the local capacity of the drain, reduce flooding, and provide ecological improvements to the drain and adjacent areas.

Implications of not being approved: Ashbrook Drive has experienced stormwater flooding due to the capacity of the piped Bullerman Drain. This project will alleviate that flooding, without causing downstream negative impacts. If the project is not approved, the flooding will not be addressed.

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 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 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. for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on May 14, 2024.

The cost of said project funded by Stormwater Revenue.

Council Introduction Date: May 28, 2024

CC: BOW
Matthew Wirtz
Jill Helfrich
Chrono
File