BILL NO. S-24-07-20

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – INDIANA TECH TO WPCP SEWER SEPARATION – ($210,175.00) - RESOLUTION/WORK ORDER #77316 – between A&Z ENGINEERING, LLC 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 – INDIANA TECH TO WPCP SEWER SEPARATION – RESOLUTION/WORK ORDER #77316 – between A&Z ENGINEERING, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. Indiana Tech to WPCP Sewer Separation project includes installation of approximately 2500 LF of storm piping and 30 drainage structures. The proposed storm sewer is intended to capture stormwater runoff from Indiana Tech and connect to the existing 42-inch storm outfall at Water Pollution Control Plant (WPCP).;

involving a total of TWO HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-FIVE and 00/100 DOLLARS ($210,175.00), the cost of which is being funded by Sewer Utility Revenue. 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

77316 – Indiana Tech to WPCP Sewer Separation

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

A&Z Engineering, LLC ("ENGINEER")

1220 Ruston Pass
Fort Wayne, IN 46825
Ph (260) 485-7077
Fax (260) 485-7071

Who agree as follows:

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

APPROVALS

APPROVED FOR CITY
BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DATE: _____

APPROVED as to legality and form

APPROVED FOR ENGINEER

A&Z Engineering, LLC

BY: _____
Warren J. Zwick, Member

ATTEST _____
Jamal T. Anabtawi, Member

DATE: 07/16/2024

PART I Storm SWMM

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

This project includes installation of approximately 2500 LF of storm piping and 30 drainage structures. The proposed storm sewer is intended to capture stormwater runoff from Indiana Tech at the intersection of S. Anthony Blvd. and W. Washington Blvd. and connect to the existing 42-inch storm outfall at Water Pollution Control Plant (WPCP).

The project includes hydraulic modeling of the proposed storm sewer including one model for phase one conditions with the restricted outfall and a second model for future conditions.

The project also incorporates implementation of water quality features, railroad permitting and SWPPP.

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 (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 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 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.

Review City-Provided existing conditions PC-SWMM model, watershed delineations and parameters. Revise as necessary. Construct Phase 1 and Future Phases PC-SWMM models. For Phase 1, the modeling is to include the trunkline system, temporary diversion structure upstream of P06 300, and temporary connection to existing 42" outfall system. For Future Phases, the modeling is to include trunkline systems, removal of temporary diversion structure upstream of P06 300, and dual outfall system to Maumee River. Modeling does not include individual storm inlet laterals. Provide recommendations for size, number, and placement of proprietary water quality units in Phase 1 and Future Phase areas.

The CONSULTANT shall deliver a preliminary stormwater modeling report that summarizes modeling methodology, design assumptions, results, and recommendations for Phase 1 and Future Phase conditions.

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

2.4 Review site constraints with railroad company's permit requirements and identify items critical to the launching and receiving pits.

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

2.6 CUE to provide Engineer with survey files for project area. Survey will include topographic information, horizontal location of existing utilities based on field markings, City GIS base map, existing pipe network.

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

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

Phase II (60% submittal)

2.12 Resolve any utility conflicts.

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

2.14 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)

	Sheets
Title Sheet	1
General Notes, Index and Legend	1
Plan (and Profile) Sheets	5
Traffic Control Sheets	6
Erosion Control Sheets	6
Special Strs Detail Sheets	3
Detail, Tables, Cross Sections	15
TOTAL	37

2.15 Prepare draft specifications in MF04 format.

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

2.17 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.

2.18 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.

2.19 Submit railroad permit and work through steps to get it approved. Coordinate with City and permitting agencies 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 Submit draft Final Design Documents to Program Manager for review and approval.
Final Design Submittal (2 Complete Sets)
Final Design Drawings
Summary of Project Quantities w/estimated construction costs.
Bidform
Project Technical / Supplemental Specifications.
Updated Envision Opportunities Matrix

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.

3.7 Work through SWPPP application and obtain NOI. Finalize railroad permit.

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.

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 Review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and Contract Documents.

5.9 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.

5.10 Update hydraulic model with record drawing information and res-submit to the City.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by August 01, 2024 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE	DATE
Preliminary Design Phase I	11/08/24
Preliminary Design Phase II	02/14/25
Final Design Phase	06/13/25

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.* Norfolk Southern has specific boring and soil testing requirements as part of their Pipeline and Wireline permitting process. Norfolk Southern will need to approve boring locations and soil testing requirements.

Subsurface Investigation

- Perform all associated coordination and work to obtain a sub-consultant to perform potholing and prepare a report including depth, location (northing and easting), size, and material of existing utilities. Engineer shall provide to the Program Manager a potholing locations plan indicating required subsurface investigation of existing utilities necessary for project design and construction. 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.
- 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. Prepare summary of required property acquisition.
    2. Submit summary to agent/company qualified to research title history to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that will be subject to easement or right-of-way acquisition.
    3. Based on findings of title work done in B above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. This work shall be prepared in conformance to the City's Design Manual, Unit I, Chapter 4.

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 electronic copies of topographic and utility survey (Autodesk AutoCAD 2020 format), structure data sheets, and pipe networks created by a consulting firm.

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, E.I.

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.

E. RAILROAD PERMITTING PROCESS

Review (with the Engineer) Northern Southern's insurance requirements for Pipeline and Wireline permitting. City to determine costs associated with insurance options and decide how to best proceed. May require the City to obtain a Commercial Railroad Protective Liability (RPL) policy.

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 $ 210,175 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.

	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.
    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 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:	**$ 136,278**
Bidding Phase - (Task 4)	
For Services outlined in Task 4 a not to exceed fee of:	**$ 5,640**
Construction Phase - (Task 5)	
For Services outlined in Task 5 a not to exceed fee of:	**$ 13,257**
Optional Services - As authorized by PM	
Geotechnical Investigation	
For Services outlined in Optional Service #1 a not to exceed fee of:	**$ 15,000**
Subsurface Investigation	
For Services outlined in Optional Service #2 a not to exceed fee of:	**$ 10,000**
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 :	**$ 30,000**
TOTAL NOT TO EXCEED FEE:	**$ 210,175**

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

Classification	Invoice Rate
Principal	$ 190.00
Office Manager	$190.00
Department Manager / Senior Project Manager / Senior Consultant	$ 155.00
Senior Project Engineer / Project Manager	$ 145.00
Senior Engineer / Senior Surveyor / Senior Designer / Senior Construction Supervisor	$ 130.00
Engineer / Surveyor / Designer	$120.00
Senior Technician / Senior Construction Inspector / Senior RPR	$ 108.00
Technician / Construction Inspector	$ 95.00
Administrative	$ 85.00
Intern Technician / Intern Construction Inspector	$ 78.00
One Person Survey Crew	$ 135.00
Two Person Survey Crew	$ 180.00

City Utilities Engineering

Interoffice Memo

Date: July 18th, 2024

To: Common Council Members

From: Michael E. Kiester, Manager, City Utilities Engineering

RE: Indiana Tech to WPCP Sewer Separation PSA
Work Order / Resolution 77316

7-18-2024

Council District # District 5

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing consultation and advice, and other customary services incidental thereto. Indiana Tech to WPCP Sewer Separation project includes installation of approximately 2500 LF of storm piping and 30 drainage structures. The proposed storm sewer is intended to capture stormwater runoff from Indiana Tech and connect to the existing 42-inch storm outfall at Water Pollution Control Plant (WPCP).

Implications of not being approved: The Indiana Tech to WPCP Sewer Separation project will help alleviate the combined sewer system and reduce the number of combined sewer overflows to the river. When complete, these improvements will provide reliable stormwater conveyance systems that move stormwater flow to the existing storm infrastructure on Glasgow Avenue which outfalls to the Maumee River. This project will improve the drainage along its alignment.

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, established a short list of consultants. A request for proposals was then developed and sent to three (3) 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 experience, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected A & Z Engineering 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 July 23rd, 2024.

The cost of said project funded by Sewer Utility Revenue.

Council Introduction Date: July 23rd, 2024

CC: Matthew Wirtz
Jill Helfrich
File