

AN ORDINANCE approving AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR THE THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL DEEP DEWATERING PUMP STATION PACKAGE DESIGNER SERVICES - (\$2,863,870.00) – between BLACK & VEATCH CORPORATION 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 AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR THE THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL DEEP DEWATERING PUMP STATION PACKAGE DESIGNER SERVICES between BLACK & VEATCH CORPORATION 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:

ADDITIONAL SERVICES TO INCLUDE SERVING AS CITY'S PROFESSIONAL REPRESENTATIVE FOR THE PROJECT, PROVIDING PROFESSIONAL ENGINEERING CONSULTATION AND ADVICE, AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO. THIS AMENDMENT INCORPORATES ADDITIONAL SCOPE ADDED TO THE CONSTRUCTION CONTRACT;

involving a total amount not-to-exceed TWO MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND EIGHT HUNDRED SEVENTY AND 00/100 DOLLARS - (\$2,863,870.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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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

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
DATED 11/10/20 BETWEEN CITY OF FORT WAYNE BOARD OF PUBLIC WORKS
("CITY") AND BLACK & VEATCH CORPORATION ("ENGINEER")**

**SCOPE OF BASIC ENGINEERING SERVICES AND COMPENSATION
THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)
DEEP DEWATERING PUMP STATION PACKAGE
DESIGN SERVICES DURING CONSTRUCTION
("PROJECT")**

Except to the extent modified herein, all terms and conditions of the Professional Services Agreement shall continue in full force and effect.

C. SCOPE OF BASIC ENGINEERING SERVICES

The previous contract fee limit for construction phase services of the Deep Dewatering Pump Station (DDPS) project will be met prior to the completion of construction. Task 208 – Revise Construction Contract Drawings from the original scope of services is an original task that still needs to be completed; the other tasks are completed and allowances authorized. Below outlines the additional scope of construction phase services that are added since the construction scope and schedule of the project have been expanded.

Responding to Requests for Information (RFIs) is excluded but may be provided as a supplemental service.

Task 301 – Progress Meetings

Participate in biweekly progress meetings during onsite construction activities to review Contractor's progress of the Work, discuss upcoming Work, and consult with the CITY and Contractor concerning questions. The Contractor will preside at the meetings and the CCM will be responsible for preparing and distributing meeting notes. The Project Manager will attend up to 18 progress meetings by phone. The local Project Engineer will attend up to 9 progress meetings in person and 9 progress meetings by phone.

Task 302 – Field Orders and Work Change Directives

The DESIGN ENGINEER will assist CITY with preparing Field Order requests or reviewing Work Change Directives (WCDs) to the Contractor for changes in the scope of the Project, if required. The CCM Team will process the Field Orders and WCDs in PMIS. Approximately two combined Field Orders and WCDs are assumed in the fee estimate.

Task 303 – Shop Drawings and Submittals Review

Review shop drawings and other data submitted by the Contractor as required by the Contract Documents. The DESIGN ENGINEER's review shall be for general conformity to the Contract Documents for the Project and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, and

procedures of construction, or to safety precautions and programs incident thereto. The fee estimate assumes approximately 80 combined submittals and resubmittals.

Review of "Substitutes" requests by the Contractor shall follow the requirements of the General Conditions in the Contract Documents. The DESIGN ENGINEER will perform such reviews as a supplemental service and will track the time and expenses separately for payment.

Task 304 – Site Visits

The DESIGN ENGINEER will make periodic visits to the construction site when requested by the CITY to observe construction and confer with CITY, CCM Team, or Contractor concerning problems and/or progress of the Work. The Scope is based on four trips and includes one-day site visits for one professional to review design-related questions and construction conflict or issue resolution. Additional trips may be provided as a supplemental service.

The DESIGN ENGINEER shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the DESIGN ENGINEER. This service will in no way relieve the Contractor of complete supervision of the Work or the Contractor's obligation for complete compliance to the Contract Documents. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Task 305 – Retrieval Shaft Approach Channel and Vent

The DESIGN ENGINEER will perform construction administration services during construction of the Retrieval Shaft Approach Channel and air vent. DESIGN ENGINEER will respond to RFIs submitted by the CITY, CCM Team or Contractor. DESIGN ENGINEER will provide responses to RFIs from the Contractor within ten business days of receipt. Responses to requests that involve input from the CITY or CITY's CCM Team may extend longer than ten business days. Approximately 25 RFI responses are assumed in the fee estimate.

Review shop drawings and other data submitted by the Contractor as required by the Contract Documents. The DESIGN ENGINEER's review shall be for general conformity to the Contract Documents for the Project and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, and procedures of construction, or to safety precautions and programs incident thereto. The fee estimate assumes approximately 36 combined submittals and resubmittals.

Review of "Substitutes" requests by the Contractor shall follow the requirements of the General Conditions in the Contract Documents. The DESIGN ENGINEER will perform such reviews as a supplemental service and will track the time and expenses separately for payment.

Task 306 – Department of Natural Resources Permitting

The DESIGN ENGINEER will support CITY with the Construction in a Floodway permit application with the Indiana Department of Natural Resources (IDNR) for the proposed Siphon Access Structure adjacent to the existing Siphon Junction Structure. The IDNR recently revised the criteria and supporting information for Construction in a Floodway permits due to changes with the Federal Emergency Management Agency (FEMA). DESIGN ENGINEER will attend

up to two calls with CITY and IDNR to discuss the project to clarify the application requirements. DESIGN ENGINEER will create a Permit Model for submittal with the IDNR application.

Task 307 – Project Administration and Management

Provide project supervision, direction, and coordination with the CITY management and staff. Project administration and management also includes budget and schedule control, client management support, document control, coordination of activities, monthly progress reports, monthly invoicing and project close-out. DESIGN ENGINEER will maintain a change register of any scope changes affecting the project budget or schedule and review it with the CITY on a monthly basis. DESIGN ENGINEER shall discuss and receive written approval for any scope changes from CITY prior to proceeding.

D. SCHEDULE

The effort and fee for the Design Services During Construction shall be extended 12 months from December 2023 to December 2024.

PART III – COMPENSATION

Modify Part III Paragraph A, by increasing the not-to-exceed engineering fee by \$175,600 to a total of \$2,863,870.

ATTACHMENT 2 – PROJECT SCHEDULE

Modify Attachment 2 so the DDPS Substantial Completion is October 2024.

ATTACHMENT 3 – SCOPE OF SERVICES FEE PROPOSAL

Modify Attachment 3 to the following:

PHASE 3

For Services outlined in tasks 301-307, a not to exceed fee of:	\$175,600.00
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TOTAL NOT TO EXCEED FEE:	\$2,863,870.00
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ATTACHMENT 4 – HOURLY RATE SCHEDULE

Modify Attachment 4 to update the following billing classes and corresponding rates. The employee hourly rates are valid between January 1, 2024 and December 31, 2024.

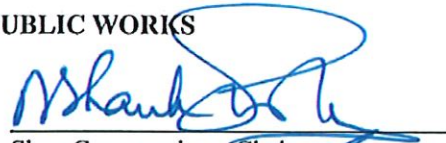
<u>EMPLOYEE CLASSIFICATIONS</u>	<u>RATE</u>
Project Director	\$345
Sr. Project Manager	\$305
Project Manager	\$260
Lead Tunnel Engineer	\$305
Lead Pump Station Engineer	\$280
Technical / QC Specialist	\$285
Tunnel / Geotechnical Engineer	\$245
Project Electrical / I&C Engineer	\$265
Engineering Manager	\$225
Sr. Project Engineer	\$215
Project Engineer	\$187
Design Engineer	\$145
Architect	\$170
Sr. CAD / GIS Technician	\$155
CAD / GIS Technician	\$140
Project Assistant	\$110

IN WITNESS WHEREOF, CITY and ENGINEER have executed this AMENDMENT.

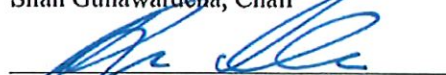
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

BY:


Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:

8.20.2024

APPROVED FOR ENGINEER

BY:


Adam Westermann, Associate Vice President

DATE:

July 29, 2024

Interoffice Memo

Date: September 4, 2024

To: Common Council Members

From: Mike Kiester, City Utilities Engineering

Mike Kiester
9.5.2024

**RE: Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) Deep Dewatering Pump Station Package Designer Services During Construction, Amendment No. 01
Res. #76793, W.O. # 76793**

Council District # N/A – Water Pollution Control Plant

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These additional services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. This amendment incorporates additional scope added to the construction contract.

Implications of not being approved: The pump station is necessary to dewater the tunnel after wet weather events. Additional services include added scope to this contract required to deliver a functional tunnel system. Designer services during construction are required to ensure that the project is built in conformance with the contract documents and will function as intended and designed.

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

Selection and Approval Process:

The Board of Public Works approved the amendment to the professional services agreement for this phase of the Deep Dewatering Pump Station on August 20, 2024.

The cost of said project funded by Sewer SRF

Council Introduction Date: September 10, 2024

CC: BOW
Matthew Wirtz
Jill Helfrich
File