

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – WASTEWATER & BIOSOLIDS RESILIENCY EVALUATION & PLANNING PROGRAM – PROJECT 4 WASTEWATER TREATMENT IMPROVEMENTS - WORK ORDER #77450 - \$458,736.00 (funded by Sewer Utility Funds) 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 PROFESSIONAL SERVICES AGREEMENT – WASTEWATER & BIOSOLIDS RESILIENCY EVALUATION & PLANNING PROGRAM – PROJECT 4 WASTEWATER TREATMENT IMPROVEMENTS - WORK ORDER #77450 - between BLACK & VEATCH CORPORATION and the City of Fort Wayne, Indiana, in connection with the 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. WASTEWATER & BIOSOLIDS RESILIENCY EVALUATION & PLANNING. – THE PURPOSE OF THIS PROJECT IS TO EVALUATE AND PLAN FOR IMPROVEMENTS TO SUSTAIN RELIABLE AND RESILIENT WASTEWATER SERVICES INTO THE FUTURE. THE PROJECT WILL CONSIDER FUTURE REGULATORY REQUIREMENTS, TREATMENT CAPACITY & EFFLUENT QUALITY, POLLUTANT QUANTIFICATION AND LOADING, AND ENVIRONMENTAL IMPACTS. WASTEWATER TREATMENT INCLUDES EVALUATION, PLANNING, AND PRELIMINARY DESIGN OF TREATMENT SYSTEMS, INFRASTRUCTURE IMPROVEMENTS, AND DEVELOPMENT OF CAPITAL PROJECT ALTERNATIVES FOR ADVANCED TREATMENT OF WASTEWATER EFFLUENT AND LIQUID RECYCLE STREAMS;

1 involving a not-to-exceed cost of FOUR HUNDRED FIFTY-EIGHT THOUSAND
2 SEVEN HUNDRED THIRTY-SIX AND 00/100 DOLLARS - (\$458,736.00). A copy
3 of said Contract is on file with the Office of the City Clerk and made available for
4 public inspection, according to law.

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

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9 _____
Council Member

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11 APPROVED AS TO FORM AND LEGALITY

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13 _____
14 Malak Heiny, City Attorney
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PROFESSIONAL SERVICES AGREEMENT

("Wastewater & Biosolids Resiliency Evaluation & Planning Program – Project 4 Wastewater Treatment Improvements")

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

**Black & Veatch Corporation (ENGINEER)
116 East Berry Street, Suite 835
Fort Wayne, IN 46802**

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 FOR ENGINEER

BY:  _____
Adam Westermann, Associate Vice President

DATE: _____ February 5, 2025

PART I Standard

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

Engineer shall provide the City professional Engineering services in all phases of the Wastewater & Biosolids Resiliency Evaluation & Planning Program (Program) to which this scope of services applies. These services will include serving as City's representative for the Program, providing professional Engineering consultation, planning and designing improvements and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Fort Wayne City Utilities (City) is planning for future improvements to manage potential risks related to the contaminants of emerging concern (CEC) including per- and polyfluoroalkyl substances (PFAS). The City has conducted preliminary testing for PFAS in the wastewater effluent and biosolids. The preliminary testing of biosolids and Water Pollution Control Plant (WPCP) processes have detected low levels of PFAS. The potential for future PFAS (or other CEC) regulations presents risks to the City and economic development of the region. Note that wherever PFAS is used in this document the intent is to consider PFAS and/or other potential CEC (to the extent practical).

The purpose of this Program is to plan and implement improvements to manage potential future risks associated with PFAS. The proposed planning process will consider improvements including source reduction, technology demonstrations, pilot demonstrations, site development, and regional coordination. The City's goals for the Program include:

- Develop and implement sampling and analysis protocols and procedures to monitor and manage PFAS. Review source reduction measures for PFAS in wastewater systems.
- Maintain biosolids composting/land application pathways and develop alternative economically feasible pathways.
- Evaluate treatment systems and mitigation alternatives for PFAS in biosolids.
- Evaluate treatment and mitigation alternatives for PFAS in treatment plant effluent.
- Consider regional planning as an alternative to manage risks to the City and communities in the surrounding area.

The City intends to implement the Program through a series of projects. In addition to the overall program goals, the City has identified goals for each project.

Project 1 Program Manager – Provide program management including managing budgets, schedules, tasks, deliverables, and workshops with City and individual project Engineers. Develop a project roadmap for the City and Engineer's to follow that aligns with program goals and objectives including requirements associated with Indiana's State Revolving Fund (SRF). City goals for program management include:

- Develop consistent evaluation criteria to consider the value of improvement alternatives. For example, long term operations and maintenance impacts of the project, capital costs versus life-cycle costs as well as City goals for sustainability and net -zero.
- Coordinate consensus on regulatory impacts and timing of PFAS regulations potentially affecting the City and region.
- Develop a program and project interrelationships matrix to manage the project.
- Coordinate multiple stakeholders to gain consensus on objectives, planning, and future investments.
- Manage schedules, budgets, and competing interests to achieve the most favorable solutions.
- Represent the City's interests through the series of project categories.
- Comply with SRF program requirements.
- Coordinate initial roadmap into final planning document for City at end of project.

Project 2 Sampling and Analysis – Develop protocols and procedures for PFAS sampling and analysis of industry, conveyance system, wastewater influent, effluent, biosolids, recycle streams and other potential PFAS contributing locations. Develop PFAS sampling plans, identify likely contributing sources in the City's collection system, and analyze relevant data. Advise on PFAS lab sampling and analysis equipment selection and lab/testing facility design. City goals for sampling and analysis include:

- Evaluate the City's existing Sewer Use Ordinance and Industrial Pretreatment Program (IPP) relative to PFAS. Identify areas of risk for the City including proposed regulations, proposed sampling and analysis requirements, industry contributions, high strength waste (HSW), and other contributions.
- Develop and perform a sampling program (protocols, procedures, and locations) that informs areas of risk and updates to the City's Industrial Pretreatment Program (IPP).
- Work with industry and others to mitigate risks through source reduction. Coordinate with biosolids and wastewater treatment planning.
- Work with the City to integrate sampling and analysis program into the IPP program and sewer use.
- Coordinate with regionalization with the goal of developing a regional approach towards PFAS management.

Project 3 Biosolids Processing Improvements – Evaluate, plan and design treatment systems, system demonstrations and mitigation alternatives for PFAS in biosolids and biosolids recycle flows. Based upon the evaluations infrastructure improvements plan and design system demonstrations and recommended capital improvements. City goals for biosolids processing improvements include:

- Consider the impact of source reduction measures for PFAS in the biosolids.
- Evaluate the City's existing biosolids processing systems.
- Screen and evaluate treatment systems and mitigation alternatives for PFAS in biosolids. Plan for improvements to the City's infrastructure. Plan for systems demonstration as part of improvements. Consider long term operations and maintenance impacts of projects.
- Coordinate potential CEC improvements with the City's Biosolids Master Plan (provide value in multiple areas).
- Maintain biosolids beneficial reuse. The current composting program is the City's most favorable alternative supporting low costs, community value and beneficial reuse.
- Coordinate with regional planning as an alternative to manage risks to the City, industry, and communities in the surrounding area.

Project 4 Wastewater Treatment Improvements – Evaluate, plan, and design treatment systems, treatment pilots, and mitigation alternatives for PFAS in wastewater effluent and liquid recycle streams. Based upon the evaluations, infrastructure improvements and pilot programs may be developed for implementation. City goals for wastewater treatment improvements include:

- Consider the impact of source reduction measures for PFAS in the WPCP influent and effluent.
- Evaluate the City's existing wastewater treatment processing systems.
- Evaluate treatment systems and mitigation alternatives for PFAS in the influent and effluent. Consider long term operations and maintenance impacts of the project.
- Plan, test, and design improvements for the system. Begin with pilot testing. Consider benefits for industry, water treatment, reclaim water, etc.
- Coordinate with regional planning as an alternative to manage risks to the City, industry, and communities in the surrounding area.

Project 5 Regionalization Planning – Evaluate, plan, and design regional improvements. This is an effort to develop feasible alternatives for providing PFAS treatment relating to specific industries, within the collection system as well as surrounding communities where PFAS may be present. This may include planning and design of viable infrastructure. City goals for regionalization planning include:

- Define regional objectives related to PFAS and other CECs.
- Identify regional need and regional partners including communities and industry.

- Coordinate with other projects including sampling and analysis, biosolids, and wastewater treatment evaluations.
- Plan facilities flexible to receive and manage wastes from multiple locations with varying ranges of contaminants.
- Facilitate communications and consensus with a diverse group of regional partners.
- Consider the impact of inputs from other areas such as high strength waste, regional yard waste and debris disposal, water plant residuals and other contributions.

This program incorporates multiple projects and tasks that are interrelated. Communication and coordination across the various projects are critical to achieving the City's Program goals. The City has developed a matrix that identifies tasks related to each project. The Engineer selected for the individual project will lead execution of the tasks associated with the project while coordinating with the City and selected Engineer's for other projects. Table 1 summarizes the individual projects associated with the program, along the lead and support Engineer. The support role requires the Engineer to participate in workshops and review documents as they apply to the project and associated tasks.

The City intends to execute Professional Services Agreements for each project (or combination of projects in the City's best interests). The Engineer selected for Program Management (Project 1) will begin by developing a roadmap for the overall program and the four related projects. The City anticipates this process to take 6 months with the Engineer associated with Projects 2 – 5 participating in monthly workshops and providing information and feedback as the roadmap is developed. Once the roadmap is complete any refinements for individual project budgets, schedules, tasks and deliverables will be communicated to the Engineer.

Table 1. Engineer Lead/Support Role Matrix

No.	Project	Project				
		Project 1 Program Management	Project 2 Sampling and Analysis	Project 3 Biosolids Processing Improvements	Project 4 Wastewater Treatment Improvements	Project 5 Regionalization Planning
Project 1 Program Management	Descriptions	Engineer 1 Lead Role	Engineer 2 Support Role	Engineer 3 Support Role	Engineer Support Role	Engineer 5 Support Role
Project 2 Sampling and Analysis	Provide program management including managing budgets, schedules, tasks, deliverables, and workshops with City and individual project Engineers. Develop a project roadmap for the City and Engineer's to follow that aligns with program goals and objectives including requirements associated with Indiana's State Revolving Fund (SRF). Coordinate final planning document at end of project.	Lead Role	Support Role	Support Role	Support Role	Support Role
Project 3 Biosolids Processing Improvements	Develop protocols and procedures for PFAS sampling and analysis of industry, conveyance system, wastewater influent, effluent, biosolids, recycle streams, and other potential PFAS contributing locations. Develop PFAS sampling plans, identify likely contributing sources in the City's collection system, and analyze relevant data. Advise on PFAS lab sampling and analysis equipment selection and lab/testing facility design.	Support Role	Lead Role	Support Role	Support Role	Support Role
Project 4 Wastewater Treatment Improvements	Evaluate, plan, and design treatment systems, system demonstrations and mitigation alternatives for PFAS in biosolids and biosolids recycle flows. Based upon the evaluations infrastructure improvements plan and design system demonstrations and recommended capital improvements.	Support Role	Support Role	Lead Role	Support Role	Support Role
Project 5 Regionalization Planning	Evaluate, plan, and design treatment systems, treatment pilots, and mitigation alternatives for PFAS in wastewater effluent and liquid recycle streams. Based upon the evaluations, infrastructure improvements and pilot programs may be developed for implementation.	Support Role	Support Role	Support Role	Lead Role	Support Role
	Evaluate, plan, and design regional improvements. This is an effort to develop feasible alternatives for providing PFAS treatment relating to specific industries, within the collection system as well as surrounding communities where PFAS may be present. This may include planning and design of viable infrastructure.	Support Role	Support Role	Support Role	Support Role	Lead Role

C. SCOPE OF SERVICES

The duty of the Engineer is to schedule, plan, and coordinate possible improvements to the City's and region's wastewater treatment systems that align with the program and project goals, and the related tasks. 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 provides the following services:

Project 4 Wastewater Treatment Improvements

Evaluate, plan, and design treatment systems, treatment pilots, and mitigation alternatives for PFAS in wastewater effluent and liquid recycle streams. Based upon the evaluations, infrastructure improvements and pilot programs may be developed for implementation. The actual pilot equipment, setup, and demonstration shall be provided by others. A fee allotment for oversight or other support by Engineer during pilot demonstrations is included as a contingency service.

Task 1 Project Management

- 1.1 Project Management includes managing individual project schedules, budget, and task performance for the lead role. Coordinate with the Program Manager regarding scope, schedule, goals and objectives, evaluation tools, etc.
- 1.2 Coordinate project support role with other projects including participating in virtual workshops, reviewing and commenting on technical memos and other documents and incorporating information into the project. Assume virtual meeting monthly with three projects by others. Assume virtual monthly meetings for duration of project.
- 1.3 Lead virtual monthly (or bi-monthly as required) project coordination meetings. The meeting agenda includes progress since the last meeting, updates on schedule and budget, and discussion on any technical issues.
- 1.4 Produce and provide monthly performance updates. Provide monthly performance updates consisting of the project and activity status reflecting the actual conditions as part of the monthly invoicing.
- 1.5 Submit documents five working days prior to the workshop. Provide notes for all meetings and workshops led by Engineer.
- 1.6 Review existing information and request additional information related to the project.
- 1.7 Lead/participate in virtual kickoff meeting (Workshop 4.1 (WS4.1) Kickoff Meeting).
- 1.8 Document sustainability practices outlined by the Envision Opportunities Matrix provided by the City. Identified practices shall be considered during the planning and design of the improvements.

Task 2 Complete a wastewater treatment liquids processing performance and infrastructure assessment. Identify specific areas related to potential PFAS management.

- 2.1 Evaluate existing liquids unit processes and facilities. Coordinate assessment with the City's biosolids master planning. Consider 20-year planning period.
- 2.2 Draft and Finalize Technical Memorandum 4.1 (TM4.1) Wastewater Treatment Liquids Processing Existing Systems.
- 2.3 Review draft TM1 in virtual Workshop 4.2 (WS4.2) Wastewater Treatment Liquids Processing Existing Systems. The final PDF submittal of TM4.1, incorporating City comments, will be provided following the workshop.

Task 3 Develop and screen alternatives.

- 3.1 Develop universe of alternatives to meet City project and program goals including systems demonstration planning.

- 3.2 Screen alternatives for detailed alternatives analysis and recommend alternatives for detailed review.
- 3.3 Review screened alternatives and select alternatives for detailed review as part of virtual Workshop 4.3 (WS4.3) Screened Alternatives.
- Task 4 Evaluate alternatives for review as part of alternatives screening.
 - 4.1 Evaluate screened alternatives including alternatives for PFAS capital improvements and pilot demonstrations. Evaluate site improvements related to near term and long term planning. Work with the City and Program Manager to identify recommended alternatives for conceptual design.
 - 4.2 Draft and Finalize Technical Memorandum 4.2 (TM4.2) Alternatives Analysis and Recommendations.
 - 4.3 Review draft TM4.2 in virtual Workshop 4 (WS4.4) Alternatives Analysis and Recommendations. The final PDF submittal of TM4.2, incorporating City comments, will be provided following the workshop. Recommendations for improvements and systems demonstrations are finalized prior to conceptual design.
- Task 5 Develop conceptual design for recommended improvements and systems demonstrations.
 - 5.1 Develop the following conceptual design documents:
 - Basis of Design including identification of design standards and criteria, types of major equipment, permitting agencies, hydraulic profile, and Preliminary Piping & Instrumentation Diagram (P&ID)
 - Process flow diagrams
 - Site plans and facility layout
 - 5.2 Review documents in virtual Workshop 4.5 (WS4.5) Conceptual Planning Documents.
 - 5.3 Coordinate conceptual design with recommended pilot demonstration. The actual pilot equipment, setup, and demonstration shall be provided by others. A fee allotment for oversight or other support by Engineer during pilot demonstrations is included as a contingency service.

SCOPE OF SERVICES by OTHERS COORDINATED WITH THIS PROJECT

Project 1 Program Manager

Provide program management including managing budgets, schedules, tasks, deliverables, and workshops with City and individual project Engineers. Develop a project road map for the City and Engineer's to follow that aligns with program goals and objectives including requirements associated with Indiana's State Revolving Fund (SRF).

- Task 1 Program Management Schedule, Budgeting, Reporting and Review Meetings
 - 1.1 Prepare Program schedule updated monthly based on progress with the related projects. Schedule shall reflect production, key decision points, and review time periods within four weeks of execution of this amendment using a bar chart format so that Program progress can be monitored. The intent of the schedule is to enable flexibility and function by allowing for quick, easy updates and communication to ensure overall schedule milestones and expectations are met. The consultant proposes frequent, clear communication of progress, outstanding decisions/needs, upcoming milestones on all deliverables.
 - 1.2 Develop and update the master Program schedule. Maintain the master schedule to identify critical path projects and interfaces. The master schedule will be tied to projects led by other Consultants on a common time scale and show interrelationships and dependencies among these elements. Each task will be indicated with start and finish dates and durations. Key milestones and interface events will be highlighted.
 - 1.3 Maintain the master budget. Maintain the master planning and design budget for all work related to this Program. Prepare monthly cash flow reports as a part of the Program invoicing.

- 1.4 Manage Project 2 – 5 Engineer scope, tasks and fees. Coordinate amendments with City and individual projects.
 - 1.5 Lead program kickoff meeting Workshop 1.1 (WS1.1) coordinating with the program with the City and Projects 2 through 5. The kickoff meeting will review the scopes of the five projects and define program critical success factors.
 - 1.6 Lead monthly coordination meetings for the overall program and monthly coordination meetings for each project. Organize and participate in bi-weekly meetings with the City's Project Manager, designated City Task Managers, project Consultants and others as required. The meeting agenda includes progress since the last meeting, updates on schedule and budget, and discussion on any technical issues.
 - 1.7 Produce and provide monthly performance updates. Provide monthly performance updates consisting of the project and activity status reflecting the actual conditions as part of the monthly invoicing.
 - 1.8 Manage program (Projects 1-5) requirements associated with SRF funding. Note that the City may self-fund certain parts of the projects. Coordinate SRF funding requirements with Projects 2-5. Develop progress reports for the overall program (assumed quarterly).
 - 1.9 Support City in documentation and decision making associated with individual projects, as directed by the City. An allowance of hours is included in the fee for this subtask.
 - 1.10 Support City in developing the Envision Opportunities Matrix for the Program. Envision Opportunities Matrix to be utilized for Projects 2-5.
- Task 2 Develop a project roadmap as an initial step in project planning. Projects 2 – 5 will use roadmap to complete any refinements on for individual budgets, schedules, tasks and deliverables will be communicated to the Engineer. Support development of a City-wide PFAS sampling plan in collaboration with the City and other Program Consultants.
- 2.1 Develop standard templates for program including technical memos, workshops, costs, monthly performance updates, etc.
 - 2.2 Support coordination of permitting and regulatory efforts associated with the overall program. Program manager shall lead the coordination with IDEM.
 - 2.3 Develop standardized economic and non-economic project evaluation criteria. Develop standardized weighted scoring approach that can be applied across all projects. Develop emissions comparison that aligns with the City's net zero concept.
 - 2.4 Draft and Finalize Technical Memorandum 1.1 (TM1.1) Program Roadmap. The program roadmap shall coordinate interrelationships between Projects 2- 5.
 - 2.5 Coordinate and lead Workshop 1.2 (WS1.2) Program Roadmap with City and Projects 2 – 5.
 - 2.6 Develop consensus with input from Projects 2 – 4 on 20-year PFAS regulatory landscape and possible changes to regulatory and permitting requirements.
 - 2.7 Draft and Finalize Technical Memorandum 1.2 (TM1.2) Regulatory Landscape Summary. This will include a summary of PFAS related federal and state regulations and legislation that may impact Projects 2-5.
- Task 3 Coordinate and Support Individual Project Planning and Conceptual Design (Projects 2 through 5), as directed and authorized by the City.
- 3.1 Coordinate and support individual project planning.
 - 3.2 Review workshop materials and participate in workshops for Projects 2 through 5. Coordinate with and provide comments to the City.

- 3.3 Review technical memorandums and other documents produced by Project Consultants. Provide comments to the City.

Task 4 Coordinate and develop final planning document, as directed and authorized by the City.

- 4.1 Coordinate and develop final planning document at end of project. It is assumed that Engineers responsible for development of Projects 2-5 will share editable files of their work product such that that work can be combined into a single document and be delivered to the City in a Technical Memorandum format. Final planning document shall include an executive summary that will define the schedule, conceptual planning for alternative projects, and next steps. Final planning document shall be summarized in a Technical Memorandum (TM1.3).

Optional Additional Services: An Owner-controlled allowance is included in the fee to cover additional services related to the Program Manager task. This allowance can be used to cover costs for additional reviews, additional permitting coordination, participation in additional meetings/workshops, or other scope as designated by the Owner.

Project 2 Sampling and Analysis

Develop protocols and procedures for PFAS sampling and analysis of industry, conveyance system, wastewater influent, effluent, biosolids, recycle streams, and other potential PFAS contributing locations. Develop PFAS sampling plans, identify likely contributing sources in the City's collection system, and analyze relevant data. Advise on PFAS lab sampling and analysis equipment selection and lab/testing facility design. For budgeting purposes, it is assumed that Task 1 through 4 of Project 2 will occur over a 24 month period, with the majority of the work being performed in the first 12 months of the project. It is also assumed that the kickoff meeting will be in person and the remaining workshops will be virtual, however the technical lead is assumed to be participating in person quarterly to various workshops and/or meetings.

Task 1 Project Management

- 1.1 Project Management including managing individual project schedule, budget, and task performance for the lead role. Coordinate with the Program Manager regarding scope, schedule, goals and objectives, evaluation tools, etc.
- 1.2 Coordinate project support role with other projects including participating in workshops, reviewing and commenting on technical memos and other documents, and incorporating information into the project. Assume meeting monthly with three projects by others. Assume monthly meetings for duration of project. It is assumed that lead technical staff will review technical memos for projects prepared by others. Such reviews do not constitute an affirmation, warranty, or certification that the design, plans, and specifications are free from errors or omissions. AECOM's recommendation, advice, or input regarding alternatives or modifications are subject to the review and approval of the City and the engineer-of-record.
- 1.3 Lead monthly (or bi-monthly as required) project coordination meetings. The meeting agenda includes progress since the last meeting, updates on schedule and budget, and discussion on any technical issues.
- 1.4 Produce and provide monthly performance updates. Provide monthly performance updates consisting of the project and activity status reflecting the actual conditions as part of the monthly invoicing.
- 1.5 Submit documents five working days prior to the workshop. Provide notes for all meetings and workshops.
- 1.6 Review existing information and request additional information related to the project.
- 1.7 Lead/participate in kickoff meeting Workshop 2.1 (WS2.1) Kickoff Meeting. It is assumed that this workshop will be in person and include 5 people from the consulting team.
- 1.8 Document sustainability practices outlined by the Envision Opportunities Matrix provided by the City. Identified practices shall be considered during the planning and design of the improvements.

Task 2 Investigate emerging contaminants and the impact on the City's wastewater treatment systems and develop sampling plan.

- 2.1 Establish an ArcGIS Project for the PFAS evaluation of the sewershed focusing on the Fort Wayne Sanitary Sewer Interceptors. Review existing analytical, sewershed, and WWTP information.
- 2.2 Complete survey of the City's commercial businesses, industrial users (IUs), significant industry users (SIUs), categorical industrial users (CIUs), and evaluate the potential for PFAS discharge based on their on their North American Industry Classification System (NAICS) codes and industry. Identify likely PFAS contributors and source reduction opportunities after sampling will be performed.
- 2.3 Perform a desktop evaluation of potential PFAS sources within the sewershed from current and historical potential sources. Draft Technical Memorandum 2.1 (TM2.1) report that will include the PFAS Sources Report completed in Tasks 2.2 and 2.3. The draft TM2.1 will provide the methodology used for the PFAS Source Report and will be presented in Workshop 2.2 (WS2.2) to accommodate for review and comments. Finalize the TM2.1 – PFAS Sources Report. The evaluation will include accessing of various databases such as:
 - Information from Task 2.2 will be incorporated in this evaluation.
 - USEPA Enforcement and Compliance History Online (ECHO)
 - Federal Aviation Administration
 - Homeland Infrastructure Foundation-Level Data (HIFLD)
 - State Regulatory Records
 - United States Geological Services (USGS)
 - LightBox's Environmental Data Resources

Draft and finalize, as TM2.2, Sampling Analysis Plan (SAP) which will include a Quality Assurance Project Plan (QAPP) and PFAS Sampling Guidance to provide sampling locations, procedures, quality control procedures and samples, as well as sampling procedures to ensure there is no cross contamination occurring. The PFAS Sampling Guidance will focus on incorporating and using Michigan's PFAS Sampling Guidance with AECOM, which helped develop and is one of the most widely used and referenced PFAS Sampling Guidance. Review TM2.2 in Workshop 2.3 (WS2.3) Sampling Plan either as one document or two (2) separate documents, address comments, and finalize the SAP. The SAP will include two (2) main topics, one focused on the sewershed, including high strength waste (HSW), and the second part within the WWTP. The QAPP and PFAS Sampling Guidance will be added as Appendixes and the sewershed and WWTP sections of the SAP may be completed as separate documents if it is determined to improve the logistical implementation of the sampling as the scope for the two topics are different.

2.4 Screening Phase Sampling

The sampling will be performed in multiple Phases for both the sewershed including high strength waste (HSW) and WWTP. While AECOM proposes up to three (3) phases of large sampling events, AECOM will perform sampling. The final sampling plan will be finalized during the project; however, AECOM included a range of likely potential samples based on previous evaluations of other facilities with similar size and complexity. There will be a focus on the sampling during dry weather conditions as it is considered to result in the highest PFAS concentrations.

- Phase 1a Sampling
 - Sampling of the main interceptor branches within the sewershed performed for both dry and wet weather. The dry weather sampling will most likely include about 20 to 25 samples, and the wet weather sampling will include about 10 to 15 samples, which will be collected after the dry weather sampling event.
 - Sampling at the WWTP of influent, effluent, and biosolids streams.

2.5 Focused Sampling Program

- Phase 1b – Conduct additional sampling within the collection system sub-basins based on findings from Phase 1a to further define potential sources of PFAS load to the WWTP.
- Phase 1c = Sampling within the WWTP with an emphasis on multiple treatment streams including recirculation streams with an emphasis on dry weather flow to establish a baseline of PFAS transport observed through the facility. While composite samples produce a more robust representative result, during the initial phase grab samples are recommended. The sampling will be conducted during dry weather conditions with a limited sampling conducted at few locations mostly influent, effluent, and final solids along with additional samples collected at two or three additional locations between major treatment processes. We anticipate approximately 20 aqueous and 10 solid samples through the process train, which includes the aqueous portion for solids with high moisture content, during dry weather conditions to capture the PFAS concentrations within the process and consist of both aqueous and solids phase testing. Foam generated on the activation sludge tank will also be recommended to be collected. Total Oxidable Precursors Assay (TOP) will be collected on the influent, effluent and final solids to evaluate the presence and fate of PFAS precursors. AECOM will need flow, recycle, and solids data to understand the mass transport load through the facility.
- Phase 2a = Sampling of various commercial and industrial discharges which will be identified as high likelihood of potential as PFAS sources. The high strength waste (HSW) will be evaluated for potential PFAS sources as well. Additional sampling within the sewershed with focus on interceptor branches having highest mass flux of PFAS mass with an additional emphasis on the potential PFAS discharges identified in Tasks 2.2 and 2.3 within those interceptors.
- Phase 2b = Additional PFAS Sampling events during both dry and wet weather at the WWTP to evaluate consistency of the initial data set and better quantify concentration variabilities. The additional samples within the WWTP including both aqueous and solid portions of sludges with high aqueous percentages to evaluate impact of wet weather and further refine weather mass transport within the facility during dry weather.
- Phase 3a and 3b - Depending on the results from Phases 1a, 1b, 1c, 2a, and 2b for both the sewershed and WWTP if it is determined that there is a significant amount of PFAS precursors present within the sewershed, AECOM recommends the use of additional analysis of PFAS using the more robust methods of Adsorbable Organic Fluorine (AOF) and or Extractable Organofluoride Fluorine (EOF) analysis with additional TOP Assay sample for a better understanding on the overall potential PFAS mass that is not available with typical targeted PFAS analytical methods. As part of Phase 3, any recommended additional analyses should be performed during dry weather conditions at targeted locations with previous data.

2.6 Draft and Finalize TM2.3 which summarizes the findings from the analysis from multiple Phases. Review TM2.3 in Workshop 2.4 (WS2.4) to address comments and questions. The TM2.3 will include recommendations for future sampling and analysis, summary of PFAS contributors and potential sources, as well as source reduction opportunities and best practice recommendations for managing PFAS, including the HSW. It will also include a summary of the PFAS fate within the WWTP, to better understand mass flux, PFAS recirculation within the WWTP and partition in the aqueous and solid phases.

Task 3 Coordinate community and industry outreach.

Contingency Tasks:

Contingency items are authorized by the Program Manager and shall have prior approval of fees prior to commencement. Contingency items may include:

- WWTP Laboratory Expansion Contingency (\$75,000)
 - Coordinate improvements with the City's planned lab expansion and City Sewer Use Ordinance
 - Evaluate and coordinate procurement of PFAS sampling / testing / other CEC testing equipment and related systems (as needed) for the City's planned lab expansion.
 - AECOM will draft and finalize TM4 which will conducting a cost-benefit analysis to evaluate the feasibility and cost benefit for the planned lab expansion.
- Sampling and Analytical Contingency (\$150,000)
 - The base scope of services and fee does not include AECOM's coordination and collection of field sampling or the testing of samples. This contingency is for those services, i.e., AECOM to coordinate and perform field sampling and ship samples to lab for testing.
 - Allowance for analytical testing of samples.

Project 3 Biosolids Processing Improvements

Evaluate, plan, and design treatment systems, system demonstrations, and mitigation alternatives for PFAS in biosolids and biosolids recycle flows. Based upon the evaluations infrastructure improvements plan and design system demonstrations and recommended capital improvements.

Task 1 Project Management

- 1.1 Project Management includes managing individual project schedules, budget, and task performance for the lead role. Coordinate with the Program Manager regarding scope, schedule, goals and objectives, evaluation tools, etc. The overall program schedule is 24 months, coordination would be on approximately 1 hour per week basis for the full program timeline.
- 1.2 Coordinate project support role with other projects including participating in workshops, reviewing and commenting on technical memos and other documents, and incorporating information into the project. Assume meeting monthly with three projects by others. Assume monthly meetings for duration of project. The duration of the biosolids processing project is anticipated to be 12 months but will be dependent on PFAS roadmap developed. We would anticipate a total of 36, 1 hour, meetings that will be attended by the project manager. There will be a total of 5 Technical Memos from the other tasks that will require a four hour review by the technical experts on the project.
- 1.3 Lead monthly (or bi-monthly as required) project coordination meetings. The meeting agenda includes progress since the last meeting, updates on schedule and budget, and discussion on any technical issues. There will be a total of 8 task 3 meetings that will require a 2 hour meeting, 2 hour preparation, and 1 hour meeting notes. The meetings will be a mix of virtual (Technical Experts) and in-person (nearby staff).
- 1.4 Produce and provide monthly performance updates. Provide monthly performance updates consisting of the project and activity status reflecting the actual conditions as part of the monthly invoicing. The overall program schedule is 24 months, coordination would be approximately 2 hours per month for the full program timeline.
- 1.5 Submit documents five working days prior to the workshop. Provide notes for all meetings and workshops.
- 1.6 Review existing information and request additional information related to the project.
- 1.7 Lead/participate in kickoff meeting (Workshop 3.1 (WS3.1) Kickoff Meeting. Kickoff meeting to be attended In-Person, travel will be expensed as laid out later in the PSA.
- 1.8 Document sustainability practices outlined by the Envision Opportunities Matrix provided by the City. Identified practices shall be considered during the planning and design of the improvements.

Task 2 Complete a biosolids processing performance and infrastructure assessment. Identify specific areas related to potential PFAS management.

- 2.1 Evaluate existing biosolids unit processes and facilities. Coordinate assessment with City's biosolids master planning. Consider 20-year planning period.

- 2.2 Draft and Finalize Technical Memorandum 3.1 (TM3.1) Biosolids Existing Systems.
- 2.3 Review TM3.1 in Workshop 3.2 (WS3.2) Biosolids Existing Systems.
- Task 3 Develop and screen alternatives.
 - 3.1 Develop universe of alternatives to meet City project and program goals including systems demonstration planning. A draft long list memo (TM3.2) will be composed and will include general summaries, pros/cons and key considerations for each technology. This draft memo will be distributed to personnel for review prior to the Screened Alternatives Workshop.
 - 3.2 Screen alternatives for detailed alternatives analysis and recommend alternatives for detailed review. The alternatives screening will focus on narrowing the list of potential alternatives (3-5 alternatives) to be modeled based on insights from plant O&M staff, identification of advanced but viable technologies of interest, and technologies most aligned with overall solids management and resource recovery goals.
 - 3.3 Review screened alternatives and select alternatives for detailed review as part of Workshop 3.3 (WS3.3) Screened Alternatives. Based on the consensus reached during the Screened Alternatives Workshop, a short list of technologies will be further evaluated using the Solids & Energy Flow Model.
- Task 4 Evaluate screened alternatives (alternatives selected for detailed review from screening process)
 - 4.1 Evaluate screened alternatives including alternatives for PFAS capital improvements and systems demonstrations. Evaluate site improvements to WPCP/Biosolids related to near term and long term planning. Work with the City and Program Manager to identify recommended alternatives for conceptual design. A Solids & Energy Flow Model will be developed for Fort Wayne's existing solids and energy systems and the new processes identified in previous tasks. The model will be based in an Excel platform that allows a high level of customization to Fort Wayne specific systems. The Arcadis Team will model existing processes specifically calibrated to parameters determined from data analysis and biosolids assessment. The short list of new technologies and plant upgrades will also be modelled, including estimated capital costs, process impacts, PFAS reduction and energy use/savings/generation. Cost and process impacts will include specific integration elements to the facility. Model output metrics will include annualized cost savings for each scenario as well as GHG reductions and PFAS reduction.
 - 4.2 Draft and Finalize Technical Memorandum 3.3 (TM3.3) Alternatives Analysis and Recommendations.
 - 4.3 Review TM3.2 in Workshop 3.4 (WS3.4) Alternatives Analysis and Recommendations. Recommendations for improvements and systems demonstrations are finalized prior to conceptual design.
- Task 5 Develop conceptual design for recommended improvements and systems demonstrations.
 - 5.1 Develop the following conceptual design documents:
 - Basis of Design
 - Process flow diagrams
 - Site plans and facility layout

Our team will prepare a Basis of Design Report that will provide a roadmap for implementation of the technologies selected during previous tasks. The report will include conceptual designs including specific layout drawings, integration methods, and operational strategies. Improvements will be coordinated/integrated with existing capital improvement programs to leverage replacement of expiring assets with new solids and energy systems. Cost estimates will be updated based on this additional Concept Design refinement and business cases and lifecycle cost analyses will be provided for all recommendations. The draft planning report will be submitted ahead of and discussed during a conceptual planning workshop.
 - 5.2 Review documents in Workshop 3.5 (WS3.5) conceptual planning documents.
 - 5.3 Coordinate conceptual design with recommended systems demonstration.

Project 5 Regionalization Planning

Evaluate, plan, and design regional improvements. This is an effort to develop feasible alternatives for providing PFAS treatment relating to specific industries, within the collection system as well as surrounding communities where PFAS may be present. This may include planning and design of viable infrastructure.

Task 1 Project Management

- 1.1 Project Management includes managing individual project schedules, budget, and task performance for the lead role. Coordinate with the Program Manager regarding scope, schedule, goals and objectives, evaluation tools, etc.
- 1.2 Coordinate project support role with other projects including participating in workshops, reviewing, and commenting on technical memos and other documents, and incorporating information into the project. Assume meeting monthly with three projects by others. Assume monthly meetings for duration of project.
- 1.3 Participate in monthly (or bi-monthly as required) project coordination meetings lead by the Program Manager. The meeting agenda includes progress since the last meeting, updates on schedule and budget, and discussion on any technical issues.
- 1.4 Produce and provide monthly performance updates. Provide monthly performance updates consisting of the project and activity status reflecting the actual conditions as part of the monthly invoicing.
- 1.5 Submit documents five working days prior to the workshop. Provide notes for all meetings and workshops.
- 1.6 Review existing information and request additional information related to the project.
- 1.7 Lead/participate in kickoff meeting (Workshop 5.1 (WS5.1) Kickoff Meeting).
- 1.8 Document sustainability practices outlined by the Envision Opportunities Matrix provided by the City. Identified practices shall be considered during the planning and design of the improvements.
- 1.9 As needed support by quasar energy group. Owner and Engineer to coordinate scope and services for not to exceed amount as included in the Fee.

Task 2 Identify and coordinate regionalization opportunities including investigating treatment options to reduce or remove PFAS in the landfill leachate or other contributing discharges. It is assumed that sampling data and analysis from Project 2 Sampling and Analysis will be provided to the Project 5 team for development of this and related tasks.

- 2.1 Review data from Project 2 to sources of PFAS and opportunities for regional solutions.
- 2.2 Draft and Finalize Technical Memorandum 5.1 (TM5.1) Regional Opportunities.
- 2.3 Review TM5.1 in Workshop 5.2 (WS5.2) Regional Opportunities. Select specific opportunities for detailed analysis.

Task 3 Plan specific opportunities to support regional improvements including biosolids processing, landfill leachate treatment or other. Coordinate bench scale testing on landfill leachate and provide recommendations for next steps (i.e., full scale piloting).

- 3.1 Draft and finalize Technical Memorandum 5.2 (TM5.2) Bench Scale Testing Results and Recommendations.
- 3.2 Review TM 5.2 in Workshop 5.3 (WS5.3) Bench Scale Testing Results and Recommendations. Review results of the bench scale test and discuss feasibility of implementation of a full scale pilot.

Task 4 Coordinate community and industry outreach with City.

- 4.1 Coordinate with surrounding communities to determine feasibility to send sludge to Fort Wayne for PFAS treatment.
- 4.2 Evaluate sizing and capacity of existing and future systems to receive additional sludge.

- 4.3 Develop concept to add capacity needed to bring additional sludge from surrounding communities.
- 4.4 Develop Technical Memorandum (TM5.3) summarizing results of this analysis.

Optional Additional Services: An Owner-controlled allowance is included in the fee to cover additional services related to the Regionalization task. This allowance can be used to cover costs for full scale piloting, design of improvements related to a pilot implementation (e.g., electrical infrastructure), preliminary design of improvements related to sludge receiving facilities, or other scope as designated by the Owner.

D. SCHEDULE

Table 1 summarizes the proposed project schedule.

Table 1 Project Schedule

Project 4 Tasks	Task Duration
Task 1	Duration of Project. Coordinate with City Program Manager to develop project roadmap for first 16 weeks. Estimate 24 month project duration.
Task 2	12 weeks
Task 3	16 weeks
Task 4	12 weeks
Task 5	16 weeks

E. OPTIONAL ADDITIONAL SERVICES

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

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.
- In-person attendance at meetings.
- Provide an updated version of the Envision Opportunities Matrix with an explanation of the completed and uncompleted items.
- Oversight or other support during pilot demonstrations.

PART II

CITY'S RESPONSIBILITIES

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

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

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

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

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

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

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 Zach Schortgen, P.E.

C. DECISIONS

Provide all criteria and full information as to City's requirements for the Services and make timely decisions on matters relating to the Services.

D. PROPERTY OWNER NOTIFICATION

Property owner survey notification letters will be prepared and mailed by the City.

PART III

COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$458,736.00 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 other reimbursable costs, as authorized by the City, will be invoiced at cost. These items may include, but are not limited to: shipping charges; in-house printing services; special supplies not furnished by the City; or travel flights and mileage expenses, as required, to perform project management, planning, and design. Mileage for travel will be billed at the IRS business rate per mile for automobile transportation.

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, or Registered Land Surveyor for easement preparation performed by a Subconsultant at actual cost to ENGINEER plus 5 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*	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

b) General Liability \$1,000,000 minimum per occurrence/ \$2,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).

c) Automobile Liability, including Hired and Non-Owned Auto \$1,000,000 minimum per occurrence

d) Products/Completed Operations Liability \$2,000,000 aggregate

e) Personal & Advertising Liability \$1,000,000 any one person or organization

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, * except for Worker's Compensation, 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

Table 1 summarizes the Engineering Services Fee Proposal.

Table 1 Engineering Services Fee Proposal

Tasks	Not to Exceed Fee
For Services Outlined in Task 1	\$110,331
For Services Outlined in Task 2	\$48,674
For Services Outlined in Task 3	\$67,265
For Services Outlined in Task 4	\$81,124
For Services Outlined in Task 5	\$101,342
Contingency	\$50,000
Optional Services	N/A
Total Not To Exceed Fee	\$458,736

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

1. 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:

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Project Director	\$350
Project Manager	\$287
Technical / QC Specialist	\$355
Engineering Manager	\$245
Sr. Project Engineer	\$225
Project Engineer	\$187
Design Engineer	\$145
Sr. CAD / GIS Technician	\$160
CAD / GIS Technician	\$142
Project Controls	\$155
Project Assistant	\$110

The employee hourly rates above are valid between January 1, 2025 and December 31, 2025.

Interoffice Memo

Date: February 5, 2025
To: Common Council Members
From: Zach Schortgen, City Utilities Engineering
RE: **Wastewater & Biosolids Resiliency Evaluation & Planning
-Wastewater Treatment**

W.O. # 77450

Council District # N/A – At Plants

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

Wastewater & Biosolids Resiliency Evaluation & Planning. – The purpose of this project is to evaluate and plan for improvements to sustain reliable and resilient wastewater services into the future. The project will consider future regulatory requirements, treatment capacity & effluent quality, pollutant quantification and loading, and environmental impacts.

Wastewater Treatment includes evaluation, planning, and preliminary design of treatment systems, infrastructure improvements, and development of capital project alternatives for advanced treatment of wastewater effluent and liquid recycle streams.

Implications of not being approved: Wastewater collection and treatment plays a fundamental role in sustaining thriving communities and economies. Evaluation and Planning is a critical aspect of wastewater treatment resiliency for our customers.

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 8 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. 5 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 Black & Veatch – Wastewater Treatment, and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on February 11, 2025.

The cost of said project funded by Sewer Utility Funds

Council Introduction Date: February 11, 2025

CC: BOW
Matthew Wirtz
Jill Helfrich
Zach Schortgen
Chrono
File