

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – WATER POLLUTION CONTROL PLANT – AERATION BASIN DIFFUSER IMPROVEMENTS – PHASE 2 - WORK ORDER #77482 - \$156,190.00 (funded by Sewer State Revolving Fund) between DONOHUE & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT – WATER POLLUTION CONTROL PLANT – AERATION BASIN DIFFUSER IMPROVEMENTS – PHASE 2 - WORK ORDER #77482 - (funded by Sewer State Revolving Fund) between DONOHUE & ASSOCIATES, INC. 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. WATER POLLUTION CONTROL PLAN AERATION BASIN DIFFUSER IMPROVEMENTS PHASE II INCLUDE THE DESIGN, BIDDING, AND SERVICES DURING CONSTRUCTION FOR REPLACEMENT OF DIFFUSERS IN THE AERATION BASINS. DESIGN ALSO INCLUDES MODIFICATION OF AERATION ZONES AND CONTROL POINTS;

involving a not-to-exceed cost of ONE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED NINETY AND 00/100 DOLLARS - (\$156,190.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

PROFESSIONAL SERVICES AGREEMENT

WATER POLLUTION CONTROL PLANT
AERATION BASIN DIFFUSER IMPROVEMENTS – PHASE 2 (WO #77482)

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 240
Fort Wayne, IN 46802

and

Donohue & Associates, Inc. ("ENGINEER")
1502 Magnavox Way, Suite 260
Fort Wayne, IN 46804

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

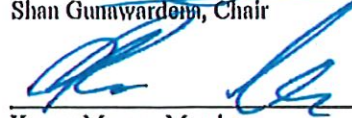
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunwarden, Chair

BY:


Kumar Menon, Member

BY:

ABSENT
Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:

4-15-2025

APPROVED FOR ENGINEER

BY:


Michael Stohl, Vice President

DATE:

April 8, 2025

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

This project will develop a design for the modification of the diffuser system in the aeration basins of the Fort Wayne Water Pollution Control Plant (WPCP).

The WPCP secondary treatment process consists of single stage activated sludge system designed for carbon and ammonia removal. Primary effluent is distributed into nine aeration systems where micro-organisms utilize oxygen for the conversion of BOD into biomass. Additionally, ammonia in the influent wastewater is converted to nitrate by nitrifying bacteria.

The aeration systems utilize an anoxic/oxic (AO) process that includes an anoxic zone at the front of each basin. The anoxic zones are mixed with either coarse bubble diffusers or mechanical paddle mixers. The zones are designed to preferentially select for floc forming organisms that settle well in the secondary clarifiers.

The existing aerobic zone uses 9" EPDM diffusers for process air and maintain system mixing. The purpose of this project is to determine a path forward for provided the proper mixing and process air throughout the diurnal loading of the plant. Phase 1 of the project determined the aeration design for all nine (9) aeration basins. Basins 1, 2, and 3 were upgraded as part of Phase 1. This Phase 2 will upgrade Basins 7, 8, and 9, leaving Basins 4, 5, and 6 for upgrade during a future Phase 3 project. It is the City's intent to procure the aeration diffusers and air flow control valves separately and provide these items to the successful bidding Contractor for installation.

C. SCOPE OF WORK

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 shall develop and provide the following services:

Task 1 - Project schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Attend and develop agenda for the following *proposed* meetings. Design for Basins 7, 8, and 9 was taken to between 60% and 95% design during Phase 1 of the project:
 - a. Detailed Design Kickoff Meeting
 - b. 95% Design Review

These meetings will be held via online interactive video conference or at the Program Manager's office.

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

Task 2 - Final Design (95% submittal & Final Bidding Documents)

- 3.1 Prepare specifications for the improvements, including bid instructions and forms, measurement and payment specifications, special provisions and necessary details. Utilize available City standard specifications and supplement as necessary.
 - a. Two sets of specifications shall be prepared and include appropriate specifications for its purpose. One set of technical specifications will be prepared for Owner procurement of aeration diffusers and air flow control valves. A second set of specifications will be prepared for all other work in the project, including installation of aeration diffusers and air flow control valves.
- 3.2 Complete a quality control review of the draft Contract Documents.
- 3.3 Update the 95% design drawings developed in the Phase I improvements. Prepare final design drawings. Incorporate comments received during the review meetings.
 - a. Prepare drawings, as required, to include for the Owner procurement of aeration diffusers and air flow control valves.
- 3.4 Update project opinion of probable construction cost.
- 3.5 Submit draft Final Design Documents to Program Manager for review and approval.

Final Design Submittal (PDF Version)

Final Design Drawings
Opinion of probable construction costs.
Bid form
Project Technical / Supplemental Specifications.

Documents shall be prepared for construction by a single prime Contractor.

Prepare select Division 00 and Div 01 documents from City master documents, which are based on documents developed by the Engineer's Joint Contract Documents Committee (EJCDC).

Specifications shall be prepared in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Where available, the City's master specifications will be the basis for preparing the specifications. If City master specifications are not available, Engineer shall prepare specifications consistent with the City's specification standards. Titles and specification numbering shall adhere to the City's master specification list.

- 3.6 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) Bid set of stamped paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings DWG file format or newer (Civil 3D 2007 or newer) and one (1) set of each in .pdf format.

Task 3 - Bidding Phase. The bidding phase services shall include the following:

- 4.1 Prepare for and lead 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 4 – Construction Phase. The construction phase services shall include the following:

5.1 Designer Services During Construction (DSDC)

The City will retain another firm to act as the City's representative, to assume all duties and responsibilities, and to have the rights and authority 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 Designer. The Designer shall also provide professional engineering services during the construction phase. The Designer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents. The Designer shall also prepare operation and maintenance (O&M) manual documents and shall provide training and startup services associated with the construction phase.

General Administration of the Contract Documents. Consult with, advise and assist the Engineer in the Engineer's role as City's representative. Designer's communications with the City and the Contractor shall be through, or with the knowledge, of the Engineer.

Pre-Construction Conference. Participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer.

Visits to Site and Observation of Construction. In connection with observations of the work while it is in progress:

Make visits to the site at intervals as requested by the Engineer in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by Designer are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Designer's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, Designer shall determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.

The purpose of Designer's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of Designer's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. Designer shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall Designer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Designer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if Designer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Monthly Construction Progress Meetings: Participate in monthly construction progress meetings via phone.

I&C Coordination: Attend coordination meetings with the City and the I&C System Supplier regarding programming to be performed by the I&C System Supplier. At the meetings, review functional descriptions and design intent. Clarify questions raised by the I&C System Supplier.

Process Control System Field Testing: Attend field testing of the process control system programming to verify operation for compliance with the established functional description and design intent.

Clarifications and Interpretations; Field Orders. Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the City's Project Management Information System (PMIS).

Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.

Shop Drawings and Samples: Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The shop drawings will be transmitted electronically through the City's Project Management Information System (PMIS).

Substitutes: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.

Inspections and Tests. The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. Designer shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Designer shall be entitled to rely on the results of such tests.

Disagreements between City and Contractor. Assist the Engineer in rendering formal written decisions on claims of the City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, Designer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith.

Operation and Maintenance (O&M) Manual.

- 1) Review and update existing Unit Process Operational Guidelines. Request original from City.
- 2) Furnish manual in electronic format.
- 3) Review manufacturer's O&M literature for conformance to the Contract Documents.

Record Drawings. Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Furnish AutoCad and PDF files of the record drawings.

Limitation of Responsibilities. Designer shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. Designer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Training.

- 1) Prepare and deliver design basis operator training in training modules.
- 2) The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
- 3) Prepare a training manual for each of 25 students.
- 4) Attend the Contractor's vendor training. Review the training for conformance with the Contract Documents.

Startup Services.

- 1) Assist with preparation of startup plans to coordinate the responsibilities of the Contractor, I&C System Supplier, and the City at the time when construction is complete and the facilities are ready for operation.
- 2) Provide on-site startup operations assistance in the startup and commissioning of the facilities.
- 3) Prepare Standard Operating Procedures (SOPs) in electronic format. Respond to and incorporate CITY review comments.

D. SCHEDULE

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

SCHEDULE

Owner-Procured Technical Documents
Project Ready to Bid

DATE

4 weeks from NTP
16 weeks from NTP

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.

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/DRAWINGS/DATA

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 Fort Wayne Water Pollution Control Plant drawings, reports, and data as requested.

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 Chris Ravenscroft, 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.

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 spent and expenses actually incurred with a not-to-exceed Engineering fee of \$156,190 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 (Indiana)	\$150.00
Travel Day 1 (Wisconsin)	\$250.00
Travel Day 1 (Illinois)	\$200.00
Workshop	\$200.00
Non-Travel Day	\$68.00
Overnight Accommodations	\$150.00

Payment for outside consulting and/or professional services performed by a Subconsultant at actual cost to ENGINEER plus up to 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 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 terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Engineer's performance under this Agreement shall expire one year after Project Completion.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Part I

Design Phase – (Tasks 1 through 2)

For Services outlined in Tasks 1 through 2 a not to exceed fee of: \$47,620

Bidding Phase - (Task 3)

For Services outlined in Task 3 a not to exceed fee of: \$9,880

Construction Phase - (Task 4)

For Services outlined in Task 4 a not to exceed fee of: \$98,690

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: \$10,000

TOTAL NOT TO EXCEED FEE: \$166,190

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION

RATE

Donohue & Associates, Inc.

2025 Billing Rates

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$285
Engineer/Specialist VIII	\$265
Engineer/Specialist VII	\$245
Engineer/Specialist VI	\$230
Engineer/Specialist V	\$210
Engineer/Specialist IV	\$195
Engineer/Specialist III	\$180
Engineer/Specialist II	\$160
Engineer/Specialist I	\$140
Technician II	\$125
Technician I	\$105
Administrative Assistance III	\$105
Administrative Assistance II	\$95
Administrative Assistance I	\$85

Notes: Interns \$75

Labor charge-out rates are for normal work week.
 Billing rates are in effect for 2025 and may be adjusted
 annually to reflect labor cost increases.
 Mileage is billed at the current IRS stipulated rate.
 Printing and shipping are billed at cost.

Interoffice Memo

Date: May 1, 2025
To: Common Council Members
From: Chris Ravenscroft, City Utilities Engineering
RE: Water Pollution Control Plant Aeration Basin Diffuser Improvements- Phase II
Res./ W.O. # 77482

Chris Ravenscroft
5/5/2025

Council District # N/A

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. Water Pollution Control Plant Aeration Basin Diffuser Improvements Phase II include the design, bidding, and services during construction for replacement of diffusers in the aeration basins. Design includes modification of aeration zones and control points.

Implications of not being approved: The new system will replace existing equipment that is at end of life and becoming maintenance intensive. The new system will also provide proper air to nutrient ratio required to properly treat wastewater and reduce energy consumption.

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 5 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. Three shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Dononue & Associates, Inc. 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 April 15, 2025

The cost of said project funded by Sewer State Revolving Fund

Council Introduction Date: May 13, 2025

CC: BOW
Matthew Wirtz
Jill Helfrich
File