BILL NO. S-25-05-09

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – MAUMEE RIVER HYDRAULIC MODELING UPDATES - WORK ORDER #83959 - $317,900.00 (funded by Sewer & Storm Revenue) between DLZ Indiana LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT – MAUMEE RIVER HYDRAULIC MODELING UPDATES - WORK ORDER #83959 - between DLZ Indiana LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for: SERVING AS CITY'S PROFESSIONAL REPRESENTATIVE FOR THE PROJECT, PROVIDING PROFESSIONAL ENGINEERING CONSULTATION AND ADVICE, AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO, UPDATES TO THE EXISTING EFFECTIVE FEMA FIRM HYDRAULIC MODEL ON THE MAUMEE RIVER, ST. MARY'S RIVER, AND THE ST. JOSEPH RIVER, SURVEYING, AND FUTURE PROJECT ANALYSES AND IMPACTS;

involving a not-to-exceed cost of THREE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS - ($317,900.00). 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

CU 4.29.25

PROFESSIONAL SERVICES AGREEMENT

Maumee River Hydraulic Modeling Updates ("PROJECT")

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

DLZ Indiana LLC (ENGINEER)
825 S. Barr Street
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: 4·29·2025

APPROVED FOR ENGINEER

BY: _____
Miguel A. Trevino, PE, RB , Vice President

DATE: April 16, 2025

PART I Standard

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

Currently, the primary effective FEMA model for the Maumee/St. Mary's River from I-469 on the Maumee River at the downstream end to West Jefferson Avenue on the St. Mary's River at the upstream end [approximately 12 miles in length] is a HEC-2 model developed by the US Army Corps of Engineers. There are stretches within the reach that have LOMRs with more recent models which supersede the original effective HEC-2 model. The existing models are to be converted from HEC-2 format to HEC-RAS since FEMA no longer accepts HEC-2 as a valid hydraulic analysis engine. At completion of conversion, specific City (future/current) projects including modeling support of other planned projects are to be evaluated utilizing HEC-RAS hydraulic model.

C. SCOPE OF SERVICES

Phase I and Related Tasks

In Phase I, the Engineer is to develop existing/proposed conditions HEC-RAS model for the reach of the Maumee/St. Mary's River as outlined in Project Description. The Engineer shall develop and provide the following services:

Task 1 Maumee HEC-2 River Model Updates

1.1 Obtain the effective HEC-2 model for the reach of the rivers as outlined in Project Description from the FEMA project library.

1.2 Geo-reference the HEC-2 effective model cross sections with the most recent LIDAR imagery of the region. Extend the limited HEC-2 cross section extents to encompass the 500-yr floodplain. *[DLZ previously accomplished this for the reach downstream of the confluence (of the St. Mary's and Maumee Rivers) but would have to extend this to the upstream limit on the St. Mary's River.]*

1.3 Review all LOMRs filed with FEMA for the reach of both rivers within the project limits. Identify additional surveying for as-built conditions to update the modeling (see Task 1.6).

1.4 Correlate the identified LOMRs with the permit models submitted to IDNR for the pertinent reach of the rivers.

1.5 Identify discrepancies between existing conditions and IDNR permit applications/LOMRs.

1.6 List structures/bridges/cross sections that need to field surveyed based on availability/lack of as-built drawings, absence of information and obvious changes that do not have documentation. *(Details and assumptions for field surveying services are outlined in Task 5.)*

1.7 N/A

1.8 Incorporate recently filed LOMR for Riverfront Development.

1.9 All changes associated with items 1.3 to 1.8 above are to be incorporated into an existing/proposed conditions HEC-RAS model update for the pertinent reach of the river. The Engineer shall identify additional surveying needed to complete the model updates. *(Field surveying required to supplement the model is outlined in Task 5)*

1.10 N/A

1.11 Generate detailed report of model update with supporting figures.

1.12 Prepare PowerPoint presentation of existing/updated hydraulic model for the Maumee/S. Mary's River and attend virtual meeting to present results.

Phase 1 Schedule

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed for Phase 1 and receiving prompt review and approvals from City agencies and Program Manager.

SCHEDULE	DATE
Phase 1	4 months from NTP (1)

(1) Dependent on weather/river conditions for completion of survey services in Task 5.

Phase 2 and Related Tasks

In Phase 2, the Engineer is to evaluate 5-6 different future/current projects that the City is developing along the Maumee/St. Mary's River corridor within the upstream and downstream limits outlined in Project Description. The Engineer shall utilize the hydraulic model developed in Phase 1 to evaluate the impacts of the projects. The Engineer shall develop and provide the following services:

Task 2 Evaluation of Projects (Estimated 5 to 6 City projects)

2.1 Review the City developed projects (assumed 5 to 6) and model proposed alternatives (assume 2) for each project.

2.2 N/A

2.3 Develop terrain geometry for each alternative.

2.4 Attend 1 brainstorming session prior to performing analysis of projects.

2.5 Utilize and modify the model developed in Phase 1 to develop water surface elevation and 100-yr floodplain mapping extents for post project conditions for each alternative/project and compare with pre-project conditions

2.6 Prepare PowerPoint presentation of modeling results and findings for the City projects attend virtual meeting to present results.

Phase 2 Schedule

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed for Phase 2 and receiving prompt submittals from 3rd parties, prompt review and approvals from City agencies and Program Manager.

SCHEDULE	DATE
Phase 2	4 Months from completion of Task 1

Task 3 Optional Services

Upon separate written authorization by City and negotiated fees, Engineer can provide but not limited to the following additional services listed below and any other services not specifically mentioned in Section C:

3.1 No-Rise Analysis

Discussion will be initiated with the City to identify modifications to be made to projects/alternatives to result in a no-rise condition for the 100-yr event. Engineer will develop preliminary plans for the no-rise condition for each project, as directed by the City.

Task 4 Project Schedule and Review Meetings

4.1 Prepare schedule of anticipated project activities

4.2 Attend three (3) meetings to review modeling results with City.

4.3 Attend three (3) coordination meetings with City.

4.4 Keep the minutes of the Meetings and distribute to attendees.

CONTINGENCY FOR TASKS 1, 2 and 4 (but not specifically limited to):

Contingency items are authorized as needed by the Program Manager and shall have prior approval of fees prior to commencement.

General: If information required for the conduct of the proposed phases of work is difficult to obtain, requires additional effort that was not anticipated, subject to unanticipated difficulty or inordinate delays (such as agency reviews), a contingency fee, as reflected on Attachment #1, is set aside for the associated effort. The release of the contingency fee is to be authorized by the Program Manager and shall have prior approval of fees prior to commencement.

Task 5 Surveying Related Tasks

The Engineer is to provide surveying services in support of on-going river modeling along the reach of the Maumee/St. Mary's River as outlined in Project Description. This data will also be used to update the Maumee/St. Mary's River hydraulic model. Also, a list of structures/bridges/cross-sections that require field survey data for the hydraulic analysis will be developed during modeling activities by the Engineer.

The required survey data collection will be in three general categories: 1) cross-sections above the water surface, 2) cross-sections of riverbed below water surface to be obtained by bathymetry and 3) surveying openings and obstructions associated with bridges. The Engineer shall develop and provide the following services, as directed:

Cross-Section Survey Above the River's Water Surface [Maumee/St Mary's Rivers]

5.1 Obtain elevations within the flood fringe footprint at locations defined by the modeling engineer. Survey data will be collected a grade breaks, changes in surface at a maximum spacing of 50-feet.

5.2 The cross-section data will utilize the vertical and horizontal datum specified by the modeling engineer, typically the North American Vertical Datum of 1988 (NAVD'88) and the National American Datum of 1983 (NAD'83).

5.3 Data will be collected with traditional total station survey equipment or survey quality GPS when appropriate.

5.4 Traditional survey will be utilized to generate as-built geometry for approximately 8 bridges in the study including field survey of cross section lines above water just upstream and downstream of each bridge as indicated in 5.7 to 5.9 below.

Cross-Section Survey of Riverbed Surface by Bathymetry [Maumee/St Mary's/St Joseph Rivers]

5.5 Perform bathymetric survey for the areas defined below: *[Assuming: 3 Separate Mobilizations for estimated 7 days of fieldwork]*

5.5.1 Obtain elevations of riverbed at locations determined by modeling engineer along the Maumee and St Mary's Rivers for HEC-RAS hydraulic analysis.

5.5.2 N/A

5.5.3 N/A

5.5.4 Cross-sections will be taken every 0.5 miles downstream of the Hosey Dam to I-469.

5.5.5 Bathymetric data will also be obtained within the stream channel upstream and downstream of existing bridges located in these reaches.

5.6 Bathymetric survey data will be collected with an unmanned surface vehicle (USV). The USV will provide survey accurate data utilizing echo sounders and GPS tracking. [Manned boats in lieu of USV are not anticipated for this effort at this time and will be considered Additional Services if needed or requested.]

Survey of Openings and Obstructions [Maumee/St Mary's Rivers]

5.7 Obtain elevations above water surface of bridge structures, piers or supports and abutments at locations determined by modeling engineer.

5.8 Obtain survey information of bridge openings as determined by modeling engineer. This survey data will be associated with flow restrictions of the bridge or similar structure.

5.9 The data will be collected with traditional total station survey equipment or survey grade scanning equipment if conditions and needs are appropriate.

CONTINGENCY FOR TASK 5 (but not specifically limited to):

Contingency items are authorized as needed by the Program Manager and shall have prior approval of fees prior to commencement.

- Storm outfall investigations
- Scanning of bridges and other items of concern for additional modeling detail beyond those assumed in Task 5
- Additional bathymetric X-Sections beyond limits as identified in Task 5.
- Bathymetric survey duration beyond 7 days of fieldwork due to river and accessibility restrictions.
- Use of manned boats for bathymetric survey.

PART II

CITY'S RESPONSIBILITIES

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

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

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

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

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

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Anne Marie Smrchek, 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 $317,900 as summarized in attached Attachment 1.

Engineer's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule.

The Engineer shall provide the Services at the hourly rates attached hereto as Attachment 2 – Hourly Rate Schedule. The Engineer may propose adjustments to its hourly rates from time to time. To propose an adjustment in rates, Engineer shall submit a "Rate Adjustment Request" on a form made available by the City. All proposed adjustments are subject to City approval. If the proposed adjustments are approved, the adjustments shall become effective on the date identified in the Rate Adjustment Request form provided by Engineer, which shall thereafter be attached to the Agreement as an additional Exhibit. If the City rejects the proposed adjustments, the City shall provide written notice to the Engineer and the parties shall work in good faith to identify mutually acceptable hourly rates. If an agreement cannot be reached within (10) days following the date that the City provides written notice to the Engineer of its rejection of the proposed rates, the Engineer shall continue to provide the Services at the original agreed upon rates for the duration of this Agreement. Any adjustment of hourly results under this paragraph that is anticipated to increase the total Contract Price for the Services shall be approved by the Board of Public Works. Otherwise, Board approval shall not be required.

Expenses
Engineer will be reimbursed for travel related expenses, overnight stays, and other expenses per the table below. Per Diem reimbursement is only applicable for individuals traveling 50 miles or more to or from Fort Wayne. Overnight stay is not expected for an individual who is within a 100 mile range, unless expected for multiple days. Travel days are only applicable to individuals traveling 100 miles or more to or from Fort Wayne.

	Per Diem Rate
Travel Day 1 (City or State)	$112.00
Workshop	$200
Non-Travel Day	$68.00
Overnight Accommodations	$108.00

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER plus 10 percent for administrative costs. The Engineer will obtain written City approval before authorizing these services.

Required permitting fees to be paid by the City.

B. BILLING AND PAYMENT

1. Timing/Format
    a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require and shall include the employee name and title of all staff billing to project.
    b. City shall pay Engineer within 30 days of receipt of approved invoice.
    c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to-exceed amount.

d. To be considered for payment, invoicing for January through September must be received no later than 90 days from the end of the month that the services were provided. For services provided in the months of October, November, and December, invoices must be received by January 15th of the following year. Any invoices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.

e. By January 15th of each calendar year, the Engineer shall invoice the City for all outstanding services through December 31st of the prior year (Year End Invoice). If Engineer is unable to provide the Year End Invoice by January 15th, the Engineer shall notify the City Representative by January 15th, in writing, and shall coordinate with the City Representative to determine the earliest feasible date to deliver the Year End Invoice. Any Year End invoices or notices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.

f. By January 10th of each calendar year, the Engineer shall provide City Representative, in writing, a list of any outstanding payments due (Aged Receivables) for services rendered through December 31st of the prior year. The City Representative shall review the list of Aged Receivables and confirm that they are being processed for payment.

2. Billing Records

Engineer shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV Non-Consent Decree
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. SAFETY. ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. INSURANCE. ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

a) Worker's Compensation*

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

Maumee River Model Update – (Tasks 1, 2, 4 and 5)	
For Services outlined a not to exceed fee of:	$ 257,900
Optional Services - As authorized by PM	
Task 3 – No-Rise Analysis	
For Services outlined in Optional Service a not to exceed fee of:	$ 30,000
Contingency Allowance - As authorized by PM	
Additional Services for Tasks 1 through 5 required during the performance of the work, but not specifically described herein, a sum not to exceed of :	$ 30,000
TOTAL NOT TO EXCEED FEE:	**$ 317,900**

ATTACHMENT #2

DLZ INDIANA, LLC
STANDARD FEE STRUCTURE FOR CFW UTILITIES
MAUMEE RIVER MODELING UPDATES
HOURLY RATES
2025

Activity Code	PART V Employee Classification	*2025 Hourly Rate*
49	Division Manager / Structural Engineer IV	$258.00
305	Senior Stormwater Modeler	$255.00
50	Department Manager	$235.00
008	Deputy PM / Senior Technical Advisor	$230.00
80	Senior Project Manager	$194.00
55	Registered Land Surveyor	$151.00
21	Project Manager/Engineer IV/Permit Engineer/Stormwater Modeler	$168.00
53	Engineer III/Primary Reviewer	$142.00
52	Engineer II	$130.00
51	Engineer I	$120.00
472	Designer II/Survey Map Assistant	$107.00
28	Designer I	$95.00
126	Construction Observer Manager	$120.00
152	Construction Observer	$100.00
29	Technician	$85.00
43	Clerical	$65.00

	Crew Classification	*2025 Hourly Rate*
142B/99	Topographic Survey Crew	$155.00

Rates are subject to revision on January 1, 2026.

Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

X:\Shared\Office\FW\Project Managers\Agreements\Rate Schedules\25\2025 CFW UTILITIES Maumee HEC2 River Model .doc

v.8.24

City Utilities
Engineering

Interoffice Memo

Date: May 7, 2025

To: Common Council Members

From: Anne Marie Smrchek, City Utilities Engineering

RE: **Maumee River Hydraulic Modeling Updates**
Res. # 83959, W.O. # 83959

Council District # City-wide

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. "Maumee River Hydraulic Modeling Updates" project includes updates to the existing effective FEMA FIRM hydraulic model on the Maumee River, St. Mary's River, and the St. Joseph River, surveying, and future project analyses and impacts.

Implications of not being approved: The Maumee River Hydraulic Modeling Updates project will update the existing FEMA FIRM hydraulic model to reflect current conditions of the river and floodplain. Much of the City Utilities Water Pollution Control Plant is located within the floodplain. As City Utilities continues to make upgrades and improvements to these facilities, it is critical that this modeling is updated to reflect current conditions.

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

Selection and Approval Process:
The consultant was selected through the RFQ and RFP process. The RFQ announcement was sent to over 100 firms and posted on the City website, and 14 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. 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 DLZ Indiana LLC 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 28, 2025.

The cost of said project funded by SEWER & STORM REVENUE.

Council Introduction Date: May 13, 2025

CC: BOW
Matthew Wirtz
Jill Helfrich

Construction Manager
Chrono
File