BILL NO. S-26-03-15

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – WATER POLLUTION CONTROL PLANT HIGH RATE TREATMENT PROJECT – WORK ORDER #77221 – not to exceed $2,785,880.00 (funded by Sewer Utility) 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 HIGH RATE TREATMENT PROJECT – WORK ORDER #77221 - between DONOHUE & ASSOCIATES, INC. 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. THE WATER POLLUTION CONTROL PLANT HIGH RATE TREATMENT PROJECT WILL PROVIDE DESIGN SERVICES AND PRODUCE BIDDING DOCUMENTS FOR A NEW TREATMENT SYSTEM. THE FIRST PHASE OF THE SYSTEM WILL HAVE DUAL USE, PROVIDING TREATMENT OF CAPTURED WET WEATHER FLOWS AND TERTIARY TREATMENT FOR PLANT EFFLUENT;

involving a not-to-exceed cost of TWO MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 DOLLARS - ($2,785,880.00). 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 2·10·26

PROFESSIONAL SERVICES AGREEMENT

WATER POLLUTION CONTROL PLANT HIGH RATE TREATMENT PROJECT ("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

(ENGINEER)
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 Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DATE: 2.10.2026

APPROVED FOR ENGINEER

BY: _____ Michael W. Gerbitz 2026.01.19 16:03:51-06'00'
Michael W. Gerbitz, Senior Vice President

DATE: _____

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 Engineering services, and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The Water Pollution Control Plant (WPCP) High Rate Treatment Improvements (PROJECT) includes the following:

- Filtering stored wet weather flows with cloth media disk filters (CMDF). Filtered wet weather flows are disinfected separately from effluent and discharged to a wet weather outfall.
- Filtering secondary effluent with CMDF. The effluent filters are coordinated with metal salt addition to reduce effluent total suspended solids and total phosphorus. Improvements to the disinfection system are also coordinated with the filtration process.

The goals for the tertiary and wet weather improvements are as follows:

- Provide wet weather treatment capacity (goal is 30- 45 mgd): Wet weather CMDF/UV treatment increases total treatment capacity, reduces the number and volume of wet weather overflows, and reduces the duration of Water Pollution Control Plant (WPCP) peak flow operation.
- Ensure reliable effluent total suspended solids (TSS) limits (15 mg/l weekly / 10 mg/l monthly) compliance: Effluent tertiary filtration manages risks with achieving effluent TSS limits, particularly during high flows or potential of process upset.
- Plan for a possible future effluent phosphorus limit of 0.5 mg/l (monthly average): City does not anticipate lower effluent phosphorus limits in next National Pollution Discharge Elimination System (NPDES) permit cycle (2026 – 2031).
- Consider future energy goals and carbon neutral goals.
- Implement project in phases that align with treatment objectives and available funding. The phasing plan considers filtering partial flows as an option to mitigate risks through blending filtered and un-filtered flows.

A previous project developed Basis of Design Concepts for proposed wet weather and tertiary effluent improvements. This PROJECT:

- Finalizes the Basis of Design for the proposed wet weather and tertiary treatment improvements (assume four phases).
- Coordinates the permitting strategy with the City, Indiana Department of Environmental Management and other regulatory agencies for entire project.
- Coordinates survey and geotechnical work with City on-call services.
- Continues UV testing.
- Develops procurement strategy for CMDF and UV systems.
- Develops preliminary design (30%) for Phase I and II improvements.
- Develops detailed design 60%, 90% and final bid documents for Phase I improvements.

Develop all structural, mechanical, electrical and process mechanical drawings in Revit. Develop PID drawings and site civil drawings in Revit or AutoCAD, based on City preference.

C. SCOPE OF SERVICES

The duty of the Engineer is to develop the basis of design for the multiple phase project and develop final construction drawings for Phase 1 of the high rate treatment project. 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 Management and Schedule

1.1 Prepare project design schedule and manage project.

1.2 Attend and develop agenda for the meetings identified in the individual tasks. The meetings are the minimum required. Engineer shall plan and schedule meetings as necessary to execute the project. The meetings will be held via online interactive video conference or at the Program Manager's office.

1.3 Hold separate Electrical and I&C meeting from general design drawing review at 30% and 60%.

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

1.5 Conduct site visits, design workshops (noted in the tasks), and coordination with utilities as required to progress the work.

1.6 Identify site survey areas including Pond 1, Effluent Pump Station and Pond 3 as appropriate. City coordinates on-call surveyor to survey proposed construction areas.

1.7 Identify geotechnical survey areas including Pond 1, Effluent Pump Station and Pond 3 as appropriate. City coordinates on-call geotechnical firm to investigate proposed construction areas.

Task 2 – Basis of Design

2.1 Confirm Basis of Design including the following elements:

a. Finalize treatment capacities.

b. Finalize phasing concepts and locations.

c. Finalize goals and objectives.

d. Coordinate Wet Weather Pump Station electrical distribution and capacity to service new facilities with City electrical master planning project. Electrical master planning project will consider current electrical demands, existing electrical capacity and identify alternatives if capacity is limited. Detailed design assumes feed from existing facility to service Phase 1 and Phase 2 improvements is adequate.

e. Evaluate alternatives to manage and mitigate algae recycled in CMDF backwash and pond bleedback (to the extent practicable from the Pond 1 site) including the following:

i. Evaluate the following alternatives: pond oxygenation, suspended air flotation (SAF), dissolved air flotation (DAF) and pumping backwash to existing WAS thickening to thicken co-mingled CMDF backwash and WAS solids.

i. Coordinate SAF samples with City and off-site testing

ii. Coordinate oxygenation system and sizing with Clarity Resources Group (Paul Gantzer)

1. Pond 1 Sediment Samples (1 per month during algae season) *(by Fort Wayne)*
   a. Identify phosphorus fractionation
   b. Oxygen demand
2. Pond 2 Sediment Samples (1 per month during algae season) *(by Fort Wayne)*
   a. Identify phosphorus fractionation
   b. Oxygen demand
3. Pond 3 Sediment Samples (1 per month during algae season) *(by Fort Wayne)*

a. Identify phosphorus fractionation
b. Oxygen demand

ii. Evaluate SAF to pretreat pond bleedback recycled to WPCP.
iii. Document alternatives, costs and recommendations in Technical Memorandum 1 (TM1).
iv. Assume thickening CMDF backwash with SAF for design and transported via pump station to the high strength waste tanks, anaerobic digesters or alternate location.

f. Update basis of design document including site layouts and process flow diagrams for full buildout of wet weather treatment, hydraulic profiles for both sites, section profiles and tertiary effluent treatment. Updated basis of design document will include discussion on intake structure in Pond 1, configuration of pump station influent, outfall structure, effluent junction chamber, cross connection with North Maumee chamber, and the transportation of algae from proposed SAF to the anaerobic digesters

2.2 Lead basis of design workshop/project kickoff workshop (WS1).

2.3 Coordinate additional UV testing including the following proposed samples. Simulate CMDF samples by filtering through 20-micron filter.

a. Pond 1 bleedback turbidity and UVT: City will utilize part of sample collected from daily composite to analyze pre and post filter turbidity and UV transmittance. Recommend analyzing sample when bleedback is active and City collects sample for analysis of other parameters. CMDF samples will be simulated by filtering through a 20 micron filter (filtering in lab done by Fort Wayne).

b. Final effluent turbidity and UVT: City will utilize part of the final effluent daily composite (or a grab sample) to analyze pre and post filter turbidity and UV transmittance. Recommended sample frequency is 3 times/week. CMDF samples will be simulated by filtering through a 20 micron filter (filtering in lab done by Fort Wayne).

c. Pond 1 bleedback columnated beam: City will collect and filter Pond 1 bleedback sample for columnated beam testing by Trojan and Wedeco. Engineer will coordinate with Trojan and Wedeco.

d. Final effluent columnated beam: City will collect plant effluent sample for columnated beam testing by Trojan and Wedeco. Engineer will coordinate with Trojan and Wedeco.

2.4 Document UV testing results in TM2 and incorporate recommendations into Basis of Design and design documents. Summarize previous testing and corresponding effluent conventional pollutants including CBOD, TSS and bacterial results as part of the TM.

Task 3 – Coordinate Permitting Strategy and Support Permitting Effort

3.1 Coordinate permitting requirements for entire project with City and regulatory agencies (Phases 1 through 4). Document permits required for Phase 1 construction and coordinate submission with the City. Permits include:

a. NPDES permit for new outfall
b. Modifying existing NPDES permit
c. Construction permit
d. Flood Certification
    i. FEMA floodproofing building certification
    ii. FEMA elevation certification
e. Stormwater Construction General Permit
f. ACOE Nationwide Permit
    i. No Rise Analysis
    ii. Section 10 Waters
    iii. Site Visit
    iv. Delineation Report – Wetland /Tree determination

3.2 Identify and confirm environmentally sensitive areas and floodplain requirements. Incorporate into design documents.

Task 4 – 30% Design Submittal for Phase 1 and Phase 2

Develop 30% documents based on current Basis of Design concepts to be reviewed and updated as part of Task 2. Research City documents for existing mapping, utility information, as-built drawings, aerials, information management system and other pertinent data.

4.1 Identify major utilities and their approximate location from Utility maps. Check conflicts with any other proposed projects in the immediate area.

4.2 Coordinate with site utilities impacted by the project, including natural gas, communications, and electric utility as necessary.

4.3 Identify sustainability practices outlined by the Envision Opportunities Matrix provided by the City. Identified practices shall be considered during design of the project with records kept for sustainability practices that were not utilized. If the City does not provide an Envision Opportunities Matrix then include sustainability practices and provide documentation to the City.

4.4 Provide a brief description of sustainability practices implemented into the design and document practices not implemented on the Envision Opportunities Matrix, if applicable.

4.5 Engineer shall prepare preliminary Piping & Instrumentation Diagram (P&ID), control narrative, and list of anticipated vendor-supplied control systems.

a. Prepare a preliminary P&ID that includes process flow, controllers, instruments, and final control elements.
b. Prepare a control narrative (control strategy) technical memo to complement the P&ID.
c. Present preliminary vendor supplied control systems (skid packages) as a component of the P&ID. For vendor supplied systems, identify prospective suppliers, control loop description, and interface schema.

4.6 Prepare conceptual drawings including site drawings, structural base sheets, process layouts and electrical single lines. Engineer shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information). *The drawings at this phase need only enough detail for the Engineer to accurately determine the recommended alignment and convey it to the Program Manager.*

Furnish one copy of the Preliminary Design & Opinion of Probable Construction Cost in PDF and DWF format to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

4.7 Lead Preliminary Design Workshop (WS2) for civil, process and mechanical systems.

4.8 Lead Preliminary Design Workshop (WS3) for electrical and I&C systems.

Task 5 – Detailed Design (60% Design Submittal) for Phase 1 Improvements

5.1 Resolve any utility conflicts.

5.2 Develop Preliminary Design Drawings for Phase 1 Improvements. Incorporate all design improvements presented in Task 1. The Drawings are summarized in the Table below as an estimate.

Group	Drawing No.	Description
001	10	General
002	23	Site Development
004	3	Process Flow and Hydraulic Profile

Group	Drawing No.	Description
007	9	Electrical Distribution
009	12	Process and Instrument Diagram
XXXX	17	CMDF Wet Weather Pump Station
XXXX	109	CMDF/UV/Solids Handling/Chemical Feed Facility
XXXX	14	Outfall
XXXX	10	Effluent Junction Chamber
XXXX	10	Cross Connection with North Maumee
999	39	Discipline Standard Details and Schedules
Total	256	

5.3 Prepare draft specifications in MF04 format. Engineer shall use track changes with submitted City's modified specifications for improvements.

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

5.5 Submit draft Preliminary Design Documents to Program Manager for review and approval.

Preliminary Design Submittal (2 Complete Sets):
Preliminary Design Drawings.
Summary of Project Quantities w/estimated construction costs.

5.6 Prepare draft specification 40 61 93 - Process Control System - Input Output List. Analog I/O ranges updated to appropriate process engineering units. Digital I/O descriptions updated for fail safe conditions.

5.7 Submit ready to be tagged P&ID drawings using City's standard instrumentation identification. P&ID shall reference auxiliary, support, and safety systems shall be identified on the P&ID. Where existing systems are being incorporated into the design, designer shall reference on design documents. If implementing new systems (UV, CMDF) shall be noted on the first drawing where the system is used and to be incorporated. When merited for complex systems, independent drawings shall be created and referenced.

5.8 Submit updated control strategy with track changes highlighting major design changes. Incorporate preliminary setpoints and operating parameters.

5.9 Submit IT/OT communication drawings. Independent drawings showing communication topology for business and process control networks. Drawing shall show interface connection points to owner's existing network. Business topology shall identify new and existing equipment. (IE: phone, fax, security cameras, door access control, computer, printer, fire alarm, etc.) Process control topology shall identify new and existing equipment. (IE: PLC, OIT, HMI, VFD, vendor skid package, etc.) Identify non-ethernet communications and identify protocols. (IE: phone, fire, communication links - Modbus RTU, etc.)

5.10 Lead Detailed Design Workshop (WS4) for civil, process and mechanical systems.

5.11 Lead Detailed Design Workshop (WS5) for electrical and I&C systems.

Task 6 - Final Design (95% submittal & Final Bidding Documents) for Phase 1 Improvements.

6.1 Prepare specifications for the improvements, including bid instructions and forms, measurement and payment specifications, special provisions and necessary details for Phase 1 Improvements. Utilize available City standard specifications and supplement as necessary.

6.2 Develop and review submittal listing for the project with the Owner.

6.3 Complete a quality control review of the draft Contract Documents.

6.4 Prepare final design drawings for Phase 1 Improvements. Incorporate comments received during the review meetings.

a. Update project opinion of probable construction cost.

6.5 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.

6.6 Lead Final Design Workshop (WS5).

6.7 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 7 - Bidding Phase for Phase 1.

7.1 Prepare for and lead Pre-bid Meeting.

7.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents.

7.3 Develop 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 8 – Contingency

8.1 Contingency. Engineer will provide contingent consultation services, to be used as directed by the Owner with written approval.

D. SCHEDULE

The project will be completed based on the following schedule:

Table. Project Schedule

Task	Duration
Task 1 Project Management	Duration of Project
Task 2 Basis of Design	24 weeks from NTP
Task 3 Coordinate Permitting	Finalize Permitting Concepts 24 weeks from NTP
Task 4 30% Design	16 weeks following Basis of Design and Permitting Concepts (40 weeks from NTP)
Task 5 Detailed Design	16 weeks following 30% Design (56 weeks from NTP)
Task 6 Final Design	16 weeks following Detailed Design (72 weeks from NTP)
Task 7 Bid Assistance	Based on City Procurement Schedule
Task 8 Contingency	As Needed

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.
- Develop equipment preselection including CMDF, UV, pumping systems and solids handling systems. Engineer shall prepare equipment procurement documents for long lead items utilizing EJCDC_P_700. Procurement packages shall be completed between 30% and 60% design phase. Selection will be via Request for Proposal process. This may include UV, CMDF, wet weather pumping systems, gates, suspended air flotation systems and other long lead items identified through the Basis of Design process.
- Expand Wet Weather Pump Station Electrical Facility to feed new systems.

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 requested electronic or hard copies of existing City utility documentation that are available to the City.

Provide site survey through on-call surveyor in the proposed construction areas including Pond 1, Effluent Pump Station and Pond 3 as appropriate.

Provide site geotechnical work with City on-call geotechnical. Provide existing geotechnical information.

Execute sample collection and analysis coordinated with Engineer.

Support regulatory reviews and permitting processes.

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 actually spent and expenses actually incurred with a not-to-exceed Engineering fee of **$2,785,880** 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 (Sheboygan, WI)	$300
Travel Day (Chicago, IL)	$160
Travel Day (Indiana)	$130
Workshop	$200
Non-Travel Day	$68.00
Overnight Accommodations	$150.00
Workshop Food	$20/person

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

B. BILLING AND PAYMENT

1. Timing/Format
    a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require and shall include the employee name and title of all staff billing to project.
    b. City shall pay Engineer within 30 days of receipt of approved invoice.
    c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall

be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to-exceed amount.

d. To be considered for payment, invoicing for January through September must be received no later than 90 days from the end of the month that the services were provided. For services provided in the months of October, November, and December, invoices must be received by January 15th of the following year. Any invoices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
e. By January 15th of each calendar year, the Engineer shall invoice the City for all outstanding services through December 31st of the prior year (Year End Invoice). If Engineer is unable to provide the Year End Invoice by January 15th, the Engineer shall notify the City Representative by January 15th, in writing, and shall coordinate with the City Representative to determine the earliest feasible date to deliver the Year End Invoice. Any Year End Invoices or notices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
f. By January 10th of each calendar year, the Engineer shall provide City Representative, in writing, a list of any outstanding payments due (Aged Receivables) for services rendered through December 31st of the prior year. The City Representative shall review the list of Aged Receivables and confirm that they are being processed for payment.

2. Billing Records

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

PART IV Non-Consent Decree
STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

a) Worker's Compensation*
   - 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

Project Schedule and Review Meetings – (Task 1) For Services outlined in Task 1 a not to exceed fee of:	$270,840
Basis of Design – (Task 2) For Services outlined in Task 2 a not to exceed fee of:	$124,070
Coordinate Permitting Strategy and Support Permitting Effort – (Task 3) For Services outlined in Task 3 a not to exceed fee of:	$77,000
30% Design Submittal - (Task 4) For Services outlined in Task 4 a not to exceed fee of:	$445,800
60% Design Submittal - (Task 5) For Services outlined in Task 5 a not to exceed fee of:	$813,760
Final Design – (Task 6) For Services outlined in Task 6 a not to exceed fee of:	$896,290
Bidding Phase – (Task 7) For Services outlined in Task 7 a not to exceed fee of:	$58,120
Contingency Allowance – (Task 8) Engineering Support (Contingency Allowance As Authorized by PM:	$100,000
TOTAL NOT TO EXCEED FEE:	**$2,785,880**

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION RATE

Donohue & Associates, Inc.
2026 Billing Rates

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	$295
Engineer/Specialist VIII	$275
Engineer/Specialist VII	$255
Engineer/Specialist VI	$240
Engineer/Specialist V	$220
Engineer/Specialist IV	$205
Engineer/Specialist III	$185
Engineer/Specialist II	$165
Engineer/Specialist I	$145
Technician II	$135
Technician I	$115
Administrative Assistance III	$115
Administrative Assistance II	$105
Administrative Assistance I	$95

Notes:

Labor charge-out rates are for normal work week.
Billing rates are in effect for 2026 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.

City Utilities Engineering

Interoffice Memo

Date: March 4, 2026

To: Common Council Members

From: Eric Ruppert, City Utilities Engineering

3/5/2026

RE: Water Pollution Control Plant High Rate Treatment Project
W.O. #77221

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. The duty of the Engineer is to serve as the City's professional representative for the Project, providing professional Engineering consultation and advice, furnishing Engineering services, and other customary incidentals thereto. The Water Pollution Control Plant High Rate Treatment Project will provide design services and produce bidding documents for a new treatment system. The first phase of the system will have dual use, providing treatment of captured wet weather flows and tertiary treatment for plant effluent.

Implications of not being approved: The new process will play a critical role in two areas of the utility. The first is continuing to protect the local water ways by providing treatment of wet weather flows that would have otherwise gone untreated to the river. The second is to ensure plant effluent continues to meet more stringent regulations on effluent quality.

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 3 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of 2 consultants. A request for proposals was then developed and sent to the selected firms. The 2 firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experience, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Donohue & Associates, Inc. for this project and finds their scope and fee of $2,785,880.00 to be the best value for this project. The Board of Public Works approved the contract on February 10, 2026.

The cost of said project funded by Sewer Utility.

Council Introduction Date: March 10, 2026

CC: BOW
Matthew Wirtz

Jill Helfrich
Construction Manager
Chrono
File