

BILL NO. S-12-01-04

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving LTCP PARALLEL INTERCEPTOR ROUTING STUDY - PHASE II, RES. #2373-2010, W.O. #75559 between BLACK & VEATCH CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the LTCP PARALLEL INTERCEPTOR ROUTING STUDY - PHASE II, RES. #2373-2010, W.O. #75559 by and between BLACK & VEATCH CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Professional engineering services to complete Phase II of the Long Term Control Plan (LTCP) Parallel Interceptor Routing Study. This will be a routing study to identify potential routes for the St. Mary's and Wayne Street Parallel Interceptors. It will provide a final route for design of the 47,000 linear feet parallel interceptor sewer, ranging in size from 15-inches to 11-feet in diameter:

involving a total cost of FIVE HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED DOLLARS - (\$549,900.00). A copy 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

Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

Parallel Interceptor Routing Study (PIRS) Phase II Evaluation and Report

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

Black & Veatch Corporation ("ENGINEER")
5750 Castle Creek Parkway North, Suite 245
Indianapolis, IN 46250

Who agree as follows:

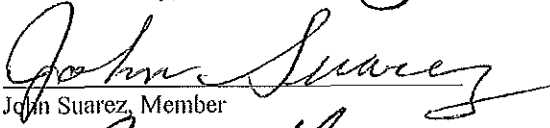
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services") and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement 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.

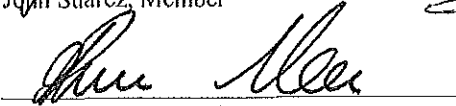
APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert Kennedy, Chair

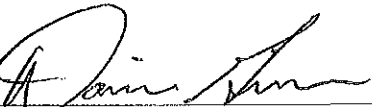
BY: 
Joan Suarez, Member

BY: 
Kumar Menon, Member

ATTEST: 
Victoria ~~Gutierrez~~ Edwards, Clerk

DATE: December 7, 2011

APPROVED FOR ENGINEER

BY: 
Donnie Ginn, Associate Vice President

DATE: 12/2/11

PART 1

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

The St. Mary's Parallel Interceptor (SMI) and Wayne Street Parallel Interceptor (WSI) are projects that are included in the Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) as Control Measure Nos. 11 and 12. They include the construction of parallel interceptors to capture the combined sewer overflows for conveyance to the Water Pollution Control Plant (WPCP) and CSO Storage Ponds. These parallel interceptors are approximately 47,000 linear feet, ranging in diameter from 15 to 132 inches to be constructed for conveyance to CSO Storage Ponds. The projects within Control Measure 11 & 12 are scheduled to be full operation by the end of 2022 and 2025, respectively. This future major construction project will impact the downtown area and central part of the City. Therefore, an early evaluation of the alignment and construction methods of the parallel interceptors is vital to minimize these impacts on the environment and to Fort Wayne residents and/or business owners. Construction of the proposed WSI improvements will reduce the overflow volume at CSO Outfall Nos. 11, 12, 13, 23, 24, 26, 27, 28, 29, 32, 33, 36, 39, 50, 55 and 60. Construction of the proposed SMI will reduce the volume of overflows at CSO Outfall Nos. 4, 5, 17, 18, 19, 20, and 21. The goal of the proposed parallel interceptors is to reduce the overflow events at each of the CSO outfalls to a maximum of four events per typical year.

The Parallel Interceptor Routing Study (PIRS) is preliminary planning effort that will allow the CITY to begin looking at potential routes and construction methods for the proposed parallel interceptors.

Phase I was a desktop study that proposed several alternative alignments for the parallel interceptor. These alignments were then refined using an Alternative Evaluation Matrix that was developed in a workshop with CUE (City Utilities Engineering). These refined alternatives will then be studied further under Phase II.

Phase II will continue to look at these identified alignments in more detail such as the CSO pickups, river crossings and consolidation sewer routing to the interceptors. Field exploration, such as geotechnical borings, will be incorporated into this phase of the study as well. Each alternative will review construction methods and their associated preliminary cost opinions. The PIRS shall provide mapping resources to support CUE performance of public outreach. The Alternatives Evaluation will provide material and workshops to indicate the recommended PI route from the study. The Parallel Interceptor Routing Study Report will summarize the work completed in Phase I and II and will provide recommendations on Parallel Interceptor construction corridors, construction methods, construction phasing and preliminary construction and project cost opinions.

C. SCOPE OF WORK

The ENGINEER shall develop and provide the following services:

Task 1A - Project Schedule and Project Meetings

- 1A.1 Prepare project schedule.
- 1A.2 Participate in monthly project progress conference calls/meetings.
- 1A.3 Prepare for and lead up to three project workshops on technical topics with CUE. Initial workshops include tunneling and open cut considerations, geotechnical data and baseline reports, and front end document considerations for heavy civil projects.

- 1A.4 Prepare the meeting summaries for the Progress Review Meetings and distribute them within seven days of the Review Meeting.
- 1A.5 On a weekly basis throughout the project duration, ENGINEER shall electronically send to PROGRAM MANAGER a brief summation of work completed during the week by ENGINEER. This report shall be provided by close of business Friday.
- 1A.6 Prepare invoicing and schedule updates as well as routine QA/QC.

Task 1B – Parallel Interceptor Alignment Alternatives

The intent of Task 1B is to identify viable routes for connecting the mainline Parallel Interceptor (PI) with the Combined Sewer System outfalls and to the WPCP, and developing up to three preliminary PI alignments.

- 1B.1 Desktop Evaluation of Collector Sewer Routes – Utilizing previously developed utility mapping and routing resources, identify up to three complete alternative routes for connecting the PI to the designated connection points using GIS mapping. Consolidation sewer routing to the interceptors shall also be reviewed under this task. Information shall be provided in a series of up to three map books based on GIS mapping of complete route alternatives. ENGINEER shall review available mapping to identify major utility crossings for each alternative.

Task 1C – Hydraulic Modeling

The intent of Task 1C is to develop a preliminary engineering planning-level hydraulic modeling for the SMI, WSI and downstream Wayne/CS Diversion Structure, East Wayne Street Relief Interceptor (EWSRI) and downstream Dwenger Control Gate Structure, and consolidation/connection sewers and connection structures to the SMI, WSI and the EWSRI. This task also includes up to three planning-level profiles for the SMI, WSI and EWSRI.

- 1C.1 Parallel Interceptor Hydraulic Profile- Develop up to three planning level hydraulic profiles of the PI showing known or approximate vertical elevations at locations of CSO pickups, approximate river bottom elevations, collector sewers, major utilities, and the WPCP connection point for the SMI and WSI parallel interceptors and EWSRI. The profiles will not include the consolidation/connection sewers to the PI. The profiles will be prepared in Auto CAD format.
- 1C.2 Review of Existing Data - Gather/ review relevant information pertaining to the SMI and WSI Parallel Interceptors and EWSRI including Parallel Interceptor Routing Study (PIRS) Phase 1 – Desktop Study, Preliminary Parallel Interceptor Model, Latest System Wide Interceptor Model (SWIM) including recent 2010 and 2011 PER models, relevant record drawings of regulators and CSO outfall inverts (NAVD88 datum). It is assumed that the surveying for these regulators and CSO outfall inverts has already been performed.
- 1C.3 Upstream and Downstream Boundary Conditions - Hydraulics screening of the three preliminary alignments to construct an independent model (i.e. not linked to the existing SWIM model) comprised of proposed connections to the existing regulators or outfall pipes, proposed consolidation sewers and connection structures to the parallel interceptors and EWSRI, proposed SMI and WSI Parallel Interceptors and EWSRI, Wayne/CS Diversion Structure downstream from the proposed WSI Parallel Interceptor, and Dwenger Control Gate Structure downstream from the proposed EWSRI. Process/review hydrographs in the form of Excel or .dat files from the latest System Wide Interceptor Model (SWIM) from relevant CSO outfalls for the untruncated typical year event, untruncated 5-year event, and up to three single event design storms (i.e. 5-yr 6-hr event, 10-yr 6-hr event, etc.). These hydrographs will serve as the upstream boundary conditions for flows entering the consolidation sewers leading to the parallel interceptors and EWSRI. It is assumed that these hydrographs will be provided by others. Meet with City project management and relevant program management staff and coordinate with other PIRS Phase 2 team members to determine the approximate elevations of the upstream inverts of the consolidation sewers of connections at relevant CSOs; the hydrographs from Task 2a will be loaded to model nodes with inverts matching these approximate upstream invert elevations, and to select appropriate

downstream boundary conditions at the Wayne/CS Diversion Structure and Dwenger Control Gate Structure.

- IC.4 Construction of Models and Screening of Alignments - Develop three separate MIKE URBAN models using the proposed horizontal and vertical alignments of the consolidation sewers, parallel interceptors, and EWSRI from others (i.e. other members of the PIRS Phase 2 team). Assemble model figures showing maximum hydraulic grade lines in each interceptor/ consolidation sewer for each event evaluated. Assemble hydrographs at the Wayne/CS Diversion Structure and Dwenger Control Gate Structure for each event evaluated.
- IC.5 Integration of Recommended Alignment into SWIM Model and Confirmation of Sizing - Import the recommended alignment into the SWIM Model. Connect the recommended consolidated sewers to the appropriate regulator structures or CSO outfall pipes. Assemble model figures for recommended alignment showing maximum hydraulic grade lines in each interceptor/ consolidation sewer for each event evaluated. Assemble hydrographs for recommended alignment at the Wayne/CS Diversion Structure and Dwenger Control Gate Structure for each event evaluated.
- IC.6 Documentation of Modeling Efforts - Provide documentation of modeling activities in the form of a chapter to be included in the PIRS Report. Participate in up to six project meetings with City modeling staff to discuss model development.

Task 1D – Geotechnical Investigation

The intent of Task 1D is to review the published regional geology, perform a field geotechnical investigation, and develop a Phase I geotechnical data report based on the findings. The geotechnical subconsultant shall be selected and contracted directly with CITY.

- 1D.1 Geotechnical Investigation – Develop a geotechnical investigation work plan that identifies the number and locations of borings and piezometers. Indicate laboratory testing anticipated for field samples, and in-situ field testing protocols (i.e., slug testing). The geotechnical borings are anticipated to be spaced approximately one per 2,500 feet (i.e., up to 20 borings) to an average depth of 50 feet below grade. Geotechnical borings shall be completed under the supervision of a geologist or engineer. Finished piezometers and boring locations shall be surveyed to obtain the horizontal coordinates and elevations, and to develop a shape file within the GIS base mapping. The geotechnical plan shall be submitted and approved by CUE.
- 1D.2 Field Services - Based on the approved Geotechnical Investigation Work Plan, provide oversight for field borings and piezometer installation and field testing, and laboratory analysis for geotechnical parameters. The geotechnical subconsultant costs for field services are not included as part of this task order. The geotechnical subconsultant shall be selected and contracted directly by CITY for all field geotechnical and laboratory services. ENGINEER shall assist CITY in developing the geotechnical scope of work for the field services to be completed by others.
- 1D.3 Geotechnical Data Report (GDR) -- Develop a Phase I GDR based on the regional geology and hydrogeology in available literature, and present results from the field geotechnical investigation and laboratory analysis. Report shall include regional geology and hydrogeology information. A map shall also be provided showing the generalized interpretive graphical results of the geotechnical investigation by means of a condensed vertical soil profile along the preliminary Pl alignment corridor.

Task 1E – Easement and Permit Identification

The intent of Task 1E is to develop a list of potential easements and permits that will be necessary for up to three alternative alignment routes:

- 1E.1 Develop a list of potential easements and affected properties for up to three alternative alignments, and include in the PIRS report.
- 1E.2 Develop a list of applicable permits likely required for the project including initial agency contact information, and include in the PIRS report.

Task 1F – Construction Methods and Preliminary Opinion of Probable Project Costs

The intent of Task 1F is to review applicable construction methods for the PI, and to develop a preliminary opinion of probable project costs for up to three PI alignment alternatives.

- 1F.1 Evaluate the applicability of open-cut and trenchless methods for construction of the PI based on soils information, depth requirements and other available data. Include this information as a chapter in the PIRS report.
- 1F.2 Develop a preliminary opinion of probable project costs (OPPC) for up to three PI alignment alternatives. The preliminary OPPC will be developed as a planning level estimate in accordance with American Association of Cost Engineers guidance.

Task 1G – Alternatives Evaluation

The intent of Task 1G is to lead and provide technical support during two alternatives evaluation workshops, and to develop an updated matrix of up to three complete alternative routes using *Criterion Decision Plus* software. Decisions from these workshops will be incorporated into a chapter of the PIRS report on the PI alternative routes. CUE and the LTCP PM Team shall be included in the workshops.

- 1G.1 Lead and provide technical support to the initial workshop, and develop and updated matrix of up to three complete alternative routes using *Criterion Decision Plus* software.
- 1G.2 Lead and conduct a second workshop to evaluate up to three alignment alternatives based on feedback received in the initial workshop, and applying cost-benefit considerations to each alternative.
- 1G.3 The alternatives evaluation process, decisions developed from the two workshops, and the alternatives evaluation matrix and cost-benefit analysis will be incorporated into a chapter of the PIRS report.
- 1G.4 Prepare a two-page project fact sheet based on the recommended alternative developed during the alternatives evaluation process.

Task 1H – Parallel Interceptor Routing Study Report

The intent of Task 1H: Parallel Interceptor Routing Study Report is to provide a Draft and Final Report on the Parallel Interceptor Routing Study. Summarize the work done in Phase I and II and provide recommendations on Parallel Interceptor construction corridors, construction methods, construction phasing and construction cost.

- 1H.1 Parallel Interceptor Routing Study Report- Document project activities from the Phase II Study (incorporating information developed during Phase I), results and recommendation in a report format. Provide a draft and final report including an executive summary. Provide up to six paper copies and one electronic copy of the draft and final reports.

Task II -- Project Administration and Management

Engineer will provide project supervision, direction, and coordination with the CITY's management and staff. Project administration and management also includes budget and schedule control, liaison with project director, client liaison (such as periodic progress reports and telephone conversations), maintenance of records (such as files, calculations, and meeting summary notes), coordination of activities, project close-out, and project invoicing.

D. SCHEDULE

The project will be completed based on a 52 week project schedule. This schedule is based on receiving a Notice-to-Proceed (NTP) on February 6, 2012, and receiving prompt review and approvals from the CITY and PROGRAM MANAGER (2-weeks per review are included in the schedule). A detailed project schedule shall be provided within two weeks following the Notice-to-Proceed. Major schedule milestones are indicated below:

Notice-to-Proceed	February 6, 2012
Project Schedule	February 20, 2012
Preliminary Alignments Map Book #1	May 28, 2012
Workshop #1	June 25, 2012
Geotechnical Investigation Results	July 23, 2012
Preliminary Alignments Map Book #2	August 6, 2012
Preliminary Hydraulic Modeling Results	September 17, 2012
Workshop #2	October 15, 2012
Preliminary Alignment Map Book #3	December 10, 2012
Draft PIRS Report	January 14, 2013
Final PIRS Report	February 11, 2013

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by CITY and negotiated fees, ENGINEER can provide the additional services.

CONTINGENCY TASKS (but not specifically limited to):

Attend additional meetings as needed to review and discuss the project. Development of additional technical information as determined beneficial to the project by the CITY. Contingency items are authorized by the CITY 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/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 a maximum of two copies each of existing CITY utility maps, aerial maps and contour maps that are readily available in the City-County Building.

Provide ENGINEER with electronic copies of ortho aerial photography, GIS base map information on right-of-way and lot information, and GIS information on existing utilities including water and sewer lines.

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 Kelly Bajic, P.E (PROGRAM MANAGER).

C. DECISIONS

Provide all criteria and full information as to CITY's requirements for the Services, and make decisions on matters relating to the Services within two weeks of written correspondence.

D. PROPERTY OWNER NOTIFICATION

Property owner survey and geotechnical boring notification letters will be prepared and mailed by the CITY, as applicable.

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 \$549,900.00 as summarized in attached Attachment 1.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule. All reimbursable expenses incurred for the project will be invoiced at cost.

Payment for outside consulting and/or professional services performed by a Subconsultant at 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.
- b. City shall pay ENGINEER within 30 days of receipt of approved invoice.

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 three 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 per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate

Holder, 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
1 E Main Street, Rm B-91
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.

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 the task order amount. 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.

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all work undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:
http://www.cityoffortwayne.org/utilities/images/stories/docs/consent_decree/Consent_Decree.pdf

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the work undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the City, ENGINEER shall provide the City with complete copies of such documents, records and other information at no cost to the City. The copies shall be provided to the City on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the City with complete copies of all documents, records and other information which relates to the work contemplated by the Agreement.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL*

Task 1A - Project Schedule and Project Meetings	\$42,650
Task 1B - Parallel Interceptor Alignment Alternatives	\$76,472
Task 1C - Hydraulic Modeling	\$137,988
Task 1D - Geotechnical Investigation	\$92,708
Task 1E - Easement and Permit Identification	\$56,336
Task 1F - Construction Methods and Preliminary OPPC	\$21,623
Task 1G - Alternatives Evaluation	\$34,920
Task 1H - Parallel Interceptor Routing Study Report	\$46,360
Task 1I - Project Management and Administration	\$40,843
TOTAL NOT TO EXCEED FEE:	\$549,900

*Task level fee proposal totals are estimated and may vary during the project. However, the Total Not to Exceed Fee for the project shall not be exceeded without CITY approval.

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE/HOUR</u>
Project Director	\$220
Project Manager	\$185
Engineering Manager	\$165
Technical/QC Specialist	\$220
Sr. Tunneling Engineer	\$220
Hydraulic Engineer	\$155
Geotechnical Engineer	\$155
Project Engineer	\$134
Design Engineer	\$110
GIS/CAD Technician	\$105
Project Assistant	\$75

CITY OF FORT WAYNE, INDIANA

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTERESTS;
3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Section 1 below.

Section 1. Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☒

Name: _____

Name: _____

Address: _____

Address: _____

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship ☐ stock ☐ partnership interest ☐ units (LLC) ☐ other (explain) _____

- c. For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent): ownership interest: _____ %

Section 2. Disclosure of Potential Conflicts of Interest

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services. Yes _____ No. _____

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes _____ No. _____

- c. Relationship to Member of Immediate Family holding elective
City office currently or in the previous 3 years. Yes _____ No. _____
- d. Relationship to Member of Immediate Family holding appointive
City office currently or in the the previous 3 years _____

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).
1) UV Disinfection Detailed Design, Andrew Shipper, P.E., W.O. #65942, 5/16/2011
2) WPCP Hydraulic and Process Analysis, Andrew Shipper, P.E., W.O. #75620, 6/7/2011
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X No. _____

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

Phase II Parallel Interceptor Routing Study, January 2012, Kelly Bajic, PE
CSO/Sewer Program Manager

Section 4. CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government;
- Vendor has read, understands and shall comply with the applicable requirements of the City of Fort Wayne, Indiana Ethics Ordinance; and

- f. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Black & Veatch Corporation
(Name of Vendor)

5750 Castle Creek Pkwy N., Indianapolis, IN 46250
Address

(317) 570-8331
Telephone

trypusj@bv.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) John Trypus Title Project Manager
Signature [Signature] Date 12/6/11

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Interoffice Memo

Date: **December 28, 2011**
To: Common Council Members
From: Kelly Bajic, Program Manager, City Utilities Engineering
RE: **Contract Title: LTCP Parallel Interceptor Routing Study – Phase II**
Res. #2373-2010, W.O. #75559

Consultant Selected: Black & Veatch

Contract Value: \$549,900.00

The consultant shall provide: Professional engineering services to complete Phase II of the Long Term Control Plan (LTCP) Parallel Interceptor Routing Study. This will be a routing study to identify potential routes for the St. Mary's and Wayne Street Parallel Interceptors. It will provide a final route for design of the 47,000 linear feet parallel interceptor sewer, ranging in size from 15-inches to 11-feet in diameter.

Project Description: The combined sewer overflow (CSO) Long Term Control Plan involves the investment of nearly \$240 million in projects in order to significantly reduce the amount of sewage that is discharged to Fort Wayne's rivers and their tributaries each year. In order to achieve this goal, most of the sewage must be captured, transported and then stored until the WWTP (Waste Water Treatment Plant) is able to treat these excess flows. This will be completed by first diverting these flows from the CSO outfalls, then transporting the flow by use of the parallel interceptors, and then storing the flows at the CSO Ponds until the WWTP has capacity. CSO Control Measures 11 and 12 of the Consent Decree are the Wayne Street and St. Mary's Parallel Interceptors.

Phase I of the routing study was a desktop study that proposed several alternative alignments for the parallel interceptor. Phase II will continue to examine these identified alignments in more detail such as the CSO "pickups", river crossings and consolidation sewer routing to the interceptors. It will also bring these alternatives into a hydraulic model to review each alignment's feasibility with the existing sewer system. Each alternative will have construction methods reviewed and their associated preliminary cost opinions will be developed. A Geotechnical Data Report will be completed in order to support the analysis of construction methods proposed for each alternative.

Implications of not being approved: This route study is the beginning of a large, multi-year engineering effort in preparation for meeting the Consent Decree requirements of CSO Control Measures (CM) 11 and 12. The CSO CM 11 requires the construction of the Wayne Street Parallel Interceptor to be bid by 2020 and full operation achieved in 2022. The CSO CM 12 requires the construction of the St. Mary's Parallel Interceptor to be bid by 2023 and

full operation achieved in 2025. Even though these dates appear to be quite a ways in the future, this is a very large construction project that will impact the downtown area and central part of the City of Fort Wayne. Therefore, an early evaluation of the alignment and construction methods of the parallel interceptors is vital to minimize these impacts on the environment and to Fort Wayne residents and business owners.

If Prior Approval is being Requested, Justify: n/a

Selection and Approval Process: Black & Veatch was selected through the RFQ process (Request for Qualifications) based on their prior experiences and qualifications. The RFQ announcement was sent to over 120 firms, and 7 firms submitted statements of qualification. Planning and Design Services has reviewed the qualifications of interested firms and found the not-to-exceed fee to be competitive. The Board of Public Works approved the original contract in the amount of \$549,900.00 on Wednesday, December 7th, 2011.

Funding: The Professional Services Agreement (PSA) will be funded by the 2012 Sewer Utility Revenue Bond.

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File