

BILL NO. S-13-03-14

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving DESIGNER PROFESSIONAL SERVICE AGREEMENTS FOR PRIMARY/SECONDARY TREATMENT AND DIGEST PROCESS UPGRADES PROJECT W.O. #75865 between ARCADIS TEAM: ARCADIS INC.; DONOHUE AND ASSOCIATES, INC.; BLACK & VEATCH CORPORATION; SYMBIONT SCIENCE ENGINEERING AND CONSTRUCTION, INC.; AND WESSLER ENGINEERING, INC. 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 DESIGNER PROFESSIONAL SERVICE AGREEMENTS FOR PRIMARY/SECONDARY TREATMENT AND DIGEST PROCESS UPGRADES PROJECT W.O. #75865 by and between ARCADIS TEAM: ARCADIS INC.; DONOHUE AND ASSOCIATES, INC.; BLACK & VEATCH CORPORATION; SYMBIONT SCIENCE ENGINEERING AND CONSTRUCTION, INC.; AND WESSLER ENGINEERING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Designer professional Services for Improvements to the Water Pollution Control Plant (WPCP) that will consist of secondary clarifier modifications, digester improvements, W.A.S. thickening upgrades, aeration basin repair and methane system improvements:

1 involving a total cost of TWO MILLION, FIVE HUNDRED THOUSAND, TWO
2 HUNDRED TWENTY-FOUR AND 00/100 DOLLARS - (\$2,500,224.00) -
3 (ARCADIS - \$829,836.00; DONOHUE - \$573,500.00; BLACK & VEATCH -
4 \$560,688.00; SYMBIONT - \$248,334.00; WESSLER - \$287,866.00). A copy
5 said Contract is on file with the Office of the City Clerk and made available for
6 public inspection, according to law.

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

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14 APPROVED AS TO FORM AND LEGALITY

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Carol Helton, City Attorney
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PROFESSIONAL SERVICES AGREEMENT

WPCP Primary/Secondary Treatment and Digester Process Upgrades

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 East Berry Street
Fort Wayne, IN 46802

and

ARCADIS, INC ("DESIGN ENGINEER")
130 West Main Street, Suite 23
Fort Wayne, IN 46845

Who agree as follows:

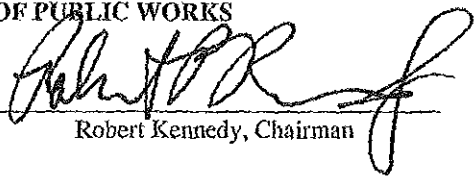
CITY hereby engages DESIGN ENGINEER to perform the services set forth in Part I - Services ("Services") and DESIGN ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). DESIGN ENGINEER shall be authorized to commence the Services upon execution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

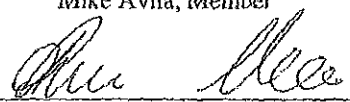
BY:


Robert Kennedy, Chairman

BY:

Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:


Victoria Edwards, Clerk

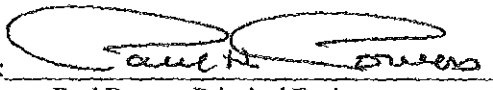
DATE:

4 March 6, 2013

APPROVED FOR DESIGN ENGINEER

ARCADIS, INC. (DESIGN ENGINEER)

BY:


Paul Powers, Principal Engineer

DATE:

2/28/13

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

DESIGN 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, architectural, geotechnical, structural, process-mechanical, building mechanical (HVAC, plumbing, fire protection), instrumentation and control, and electrical engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Upgrades to the Water Pollution Control Plant (WPCP), Primary & Secondary treatment processes, including coordination of Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, Digester 5 Upgrades, and design of additional components including the West Digester Complex Improvements, a Digested Sludge Pumping Station, Waste Activated Sludge (WAS) Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

The instrumentation and control part of this project includes (1) new Allen Bradley ControlLogix PLC equipment for the additional facilities to be provided with the Digested Sludge Pumping Station and Methane Utilization Improvements, (2) use of the existing Allen Bradley ControlLogix PLC equipment for the facilities to be provided for the West Digester Complex and Digester Gas Compression and Storage Improvements, and (3) replacement of existing Modicon PLC equipment with new Allen Bradley ControlLogix PLC equipment as part of the WAS Thickening Improvements.

In this Agreement the terms Digester Complex or Digester Complex Project Elements refers to the following components of the project: West Digester Complex Improvements, Digested Sludge Pumping Station, WAS Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

Design of the Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, and Digester 5 Upgrades components of the project has been, or will be, performed under a separate agreement with the City and is not part of this Agreement. Design of the West Digester Complex Improvements, the Digested Sludge Pumping Station, the WAS Thickening Improvements, the Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements will be performed as part of this Agreement.

C. SCOPE OF WORK

The duty of the DESIGN ENGINEER is to develop final construction documents. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the DESIGN ENGINEER. The DESIGN ENGINEER shall develop and provide the services described in the following sections. The DESIGN ENGINEER is part of a larger team working integrally for the design of the WPCP facilities. The responsibilities of the DESIGN ENGINEER are as indicated on the Responsibility Matrix. The term Lead Firm refers to the DESIGN ENGINEER with whom the responsibility for the completeness and accuracy of the work identified for Tasks in the Responsibility Matrix resides. The term Support Firm refers to DESIGN ENGINEERS that contribute expertise and input to the Lead Firm but does not have responsibility for the final product. As the Program Manager, ARCADIS will provide overarching scope, schedule, budget and quality oversight. Additional detail on the scope of services including assumptions and exceptions is provided in ATTACHMENT 3.

Table 1. Responsibility Matrix

Task / Item	Lead Firm	Support Firms
Task 1 Project Management / Coordination		
Scheduling, Budgeting and Reporting	ARCADIS	
Design Coordination	Per Agreement	ARCADIS
Specification Coordination	ARCADIS	Donohue
IDEM Air Permitting	ARCADIS	Donohue and Wessler
IDEM / IDNR Permitting	ARCADIS	
Task 2 Element Schedule and Review Meetings		
Design Schedule	ARCADIS	
Kickoff Workshop	ARCADIS	
All WAS Thickening Workshops	Black & Veatch	
Digester Complex Design Basis Review Workshop	Donohue	
Digester Complex 30% Design Review Workshop	Donohue	
West Digester Complex & Methane Compression		
60% Design Review	Symbiont	Donohue
90% Design Review	Symbiont	Donohue
Digested Sludge Pump Station & Methane Utilization		
60% Design Review	Wessler	Donohue
90% Design Review	Wessler	Donohue
Workshop Notes	Workshop Lead Firm	
Task 3 Planning / Study		
Optional service	ARCADIS	
Task 4 Preliminary Engineering		
Digester Complex	Donohue	Wessler Symbiont DLZ American Structurepoint
WAS Thickening	Black & Veatch	Donohue
Task 5 Final Design and Permitting		
Digester Complex		
Structural Base Files	Donohue	
Process-Mechanical Base Files	Donohue	
West Digester Complex & Methane Compression		
All Disciplines Except Site Civil	Symbiont	Donohue
Site Civil	DLZ	Donohue and Symbiont
Digested Sludge Pump Station & Methane Utilization		
Process-Mechanical	Wessler	Donohue
Electrical and Instrumentation & Control	Wessler	Donohue
Architectural-Structural	American Structurepoint	Donohue
(includes new stairwells at digesters)		
HVAC and Plumbing	Donohue	Wessler
Site Civil	DLZ	Donohue and Wessler
WAS Thickening		
All Disciplines Except Site Civil	Black & Veatch	
Site Civil	DLZ	Black & Veatch
Task 6 Pricing / Bidding Reviews from Provider		
GSC Contingency Management	ARCADIS	
Pricing / Bidding Reviews	Design phase lead	ARCADIS Donohue
Task 7 Design Services During Construction		
WAS Thickening	Black & Veatch	

Task 1 - Project Management / Coordination

1. Scheduling, Budgeting and Reporting

- a. **Master Scheduling.** Maintain the Master Schedule to identify critical path projects and interfaces. The Master Schedule will be tied to a work breakdown structure (WBS) that identifies each WBS element on a common time scale, and shows interrelationships and dependencies among these elements. Each task will be indicated with start and finish dates and durations. Key milestones and interface events will be highlighted.
- b. **Master Design Budget.** Maintain the Master Design Budget for all work to be performed under this contract. Prepare monthly cash flow reports as a part of the project invoicing.
- c. **Bi-weekly Meetings.** Organize and participate in bi-weekly meetings with the City's PM as others as required. Meeting agenda includes progress since last meeting, updates on schedule and budget and discussion on any technical issues.
- d. **Bi-weekly WPCP Meeting.** Organize and participate in bi-weekly meeting with the WPCP Superintendent, City's PM, GSC Provider and others as required. Meeting agenda includes status of the individual work items, construction sequence, construction issues and operations coordination.
- e. **Monthly Performance Update.** Provide monthly performance updates consisting of the project and activity status, revised to reflect the actual conditions as part of the monthly invoicing.
- f. **Public Annual Report.** Support the development of the CU Annual Report. PM will provide text, graphic and data to report the status of the CSO LTCP and CD compliance.
- g. **CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Construction Schedule QA/QC Reviews.** Provide monthly design and construction schedule reviews and analysis to verify interrelationships and dependencies among project work elements, identify critical path and overall schedule compliance, and provide recommendations related to scheduling compliance with Consent Decree completion date(s). This service will be provided by a Scheduling Consultant.
- h. **CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Constructability Reviews.** Conduct a full constructability and construction schedule review of each project at mutually agreed design stage.

2. Design Coordination

- a. Lead Firm shall provide to the Program Manager reviewed and coordinated contract documents including drawings, technical specifications, construction sequences and constraints, and other documents necessary for agency review and approval and construction by the GSC Provider.
- b. Lead Firm shall provide to the Program Manager all requests to the CITY for review record drawings, files, and other existing system documents appropriate for design purposes.
- c. Lead Firm shall coordinate site visits through the Program Manager to obtain information necessary for design purposes.
- d. Specifications will be prepared with Microsoft Word 2007 or greater and delivered in both Word and .pdf..
- e. Drawings will be prepared for producing 22" x 34" full-scale and 11" x 17" reduced-scale plan sets.
 - Digester Complex drawings will be prepared in accordance with Donohue graphics standards and CITY requirements. These include use of AutoCAD 2012 and AutoPlant 3D Piping. Site civil drawings will be developed with AutoCAD Civil 3D 2012. Donohue will develop structural drawing base files, process-mechanical drawing base files, and border files during Preliminary Engineering and maintain these files throughout Final Design. Base files include overall facility plans and sections. Base files do not include enlarged, partial plans and sections necessary for Final Design detailing. Process-mechanical base files include piping that is 6 inches in diameter and larger. Process-mechanical base files do not include piping that is smaller than 6 inches in diameter. DESIGN ENGINEER will prepare construction drawing as required in Task 5. Donohue will provide final coordination and production of graphics deliverables for the Digester Complex throughout Preliminary Engineering and Final Design.
 - WAS Thickening drawings will be prepared in accordance with Black & Veatch graphics standards and CITY requirements.

- f. Lead Firm shall perform quality reviews for their services throughout the duration of the project.
- g. **CONTINGENCY ALLOWANCE OPTIONAL SERVICE:** Value Engineering Assessments. Organize and coordinate Value Engineering (VE) workshops for preliminary designs developed during the Preliminary Engineering Report phase. Only projects exceeding a selected cost threshold will be scheduled for VE analysis.

3. Specification Coordination

- a. Develop Master Div 01 Specifications . Distribute Master Div 01 Spec to final designers for use in construction document development.
- b. Review and coordinate Div 01 specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications for sections that are common to each new project element (component). Titles and specification numbering shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections for each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.
- c. Review and coordinate technical specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications that are common to each new project element (component). Titles and specification numbering will be reviewed and shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections that are unique to each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.

4. IDEM Air Permitting

- a. Review project elements and schedule to determine the type and extent of air permitting required. It is assumed that a new air permit will be required.
- b. Program Manager to perform the required calculations and complete the permit application with input from Methane Utilization Design Engineer.
- c. Interact with IDEM to secure the air permit including responding to written questions and attending up to two meeting.
- d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne.

5. IDEM Permitting

- a. Review project elements and schedule to determine the type of permits required. It is assumed that an IDEM construction permit and IDNR floodplain permits will be required.
- b. With input from the final designers and GSC provides (as appropriate), perform the required calculations and complete the permit applications
- c. Interact with permitting agencies to secure the permits including responding to written questions and attending up to two meeting.
- d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne. The cost for this task will be handled via existing contracts.

6. Guaranteed Savings Contract Final Cost Pricing / Bidding Review

- a. Provide GSC final cost and bidding review services as stated in Task 6.

Task 2 - Element Schedule and Review Meetings

- 1. Prepare element design schedule. Lead Firm to prepare and maintain an individual element design schedule as a part of the greater Master Schedule. Lead Firm to send an email update by the end of the

day on each Friday to the Program Manager as to what work was performed that week and what work is projected for the upcoming week.

2. Conduct a Kickoff meeting/workshop with City staff at City's office.
3. Conduct one Design Basis Review meeting/workshop
4. Task 4 Lead firm to conduct one review meetings/workshops – proposed to occur as part of the CITY'S review of the 30% design drawings.
5. Task 5 Lead firm to conduct up to two (2) review meetings/workshops – *proposed* to occur as part of the CITY'S review of the 60%, and 90% design drawings.
6. Task 5 Lead firm to conduct one (1) flow chart meeting near the end of the Final Design phase to review process control requirements. These meetings/workshops are held at the City's office.
7. Keep the minutes of the Kickoff, Design Basis Review, and Progress Review Meetings and distribute these minutes within 7 days of the respective meetings. A maximum of five (5) meetings are included in the scope of work.

Task 3 – Planning / Study

A. Digester Gas Use Alternative

1. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Digester Gas Use Alternative: As an alternative to producing electricity and useable heat with the use of microturbines or engine-generators operating on digester gas, evaluate an alternative to produce compressed digester gas for use in CITY vehicles.

Task 4 – Preliminary Engineering

A. Digester Complex Project Elements (West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I)

1. Expand the WPCP process model prepared during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Digested Sludge Forcemain
 - b. Gravity water line, W3 booster pump station and pigging station
3. Conduct Workshops to review the results of the Digester Gas Utilization evaluation performed under Task 3.1 (if authorized) and to review the design basis prepared under Task 4.A.2.
4. Provide necessary topographic surveys. The CITY will provide to ENGINEER files of recent topographic and mapping survey data. Detailed scope and fee to be determined at the time of contracting. *(An allowance has been included for this service.)*
5. Conduct geotechnical investigation including drilling of soil borings and testing to determine existing soil types and profile, soil strengths, and other related properties necessary for foundation design. The CITY will provide to ENGINEER reports of previous geotechnical investigations. Detailed scope and fee to be determined at the time of contracting. *(An allowance has been included for this service.)*

6. CONTINGENCY ALLOWANCE OPTIONAL SERVICES: Utility Locates. Subcontract with qualified utility location firm to pothole or other underground exploration methods to adequately locate critical utilities.
7. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshops.
 - i. Submit written responses to CITY with regard to 30% Design review comments.
8. Incorporate CITY 30% Design review comments and direction received from 30% Design Review Workshops and prepare base sheets ready for Final Design.

B. WAS Thickening Project Element

1. Review the expanded WPCP process model prepared by Donohue during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Thickened WAS Force main
3. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshop.
 - i. Submit written responses to CITY with regard to 30% Design review comments.

Task 5 – Final Design / Permitting

- A. West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I and WAS Thickening Project Elements
 1. Prepare and submit 60% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Conduct 60% Design Review Workshops.
 - e. Submit written responses to CITY with regard to 60% Design review comments.

2. Incorporate CITY 60% Design review comments and direction received from Workshops.
3. Prepare and submit 90% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Description of process control system functionality. The description shall include flow charts and narrative. The flow charts shall be to the level of detail prepared for the Three Rivers Filtration Plant North Pump Station Project and for the CSPS and Screenings Building Improvements Project.
 - e. Conduct Flow Chart meeting to review process control system functionality.
 - f. Conduct 90% Design Review Workshops.
 - g. Submit written responses to CITY with regard to 90% Design review comments.
4. Incorporate CITY 90% Design review comments and direction received from Workshops.
5. Prepare and submit 100% Design Documents.
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
6. Prioritize preparation of construction Contract Drawings to complete and release packages of documents necessary for construction to proceed before the entire design set of documents is complete. These need to be identified by the GSC Provider and agreed upon by the CITY and the DESIGN ENGINEER during design. Such early documents may include the following:
 - a. Construction Drawings and Specifications necessary to begin excavation and construction of foundations and base slabs.
 - b. Specifications for major equipment items to allow purchase orders to be issued.
7. Support the required permitting for IDEM, DNR and other agencies
 - a. Provide information as required in coordination with PM Team for IDEM air permitting.
 - b. Provide information as required in coordination with PM Team for IDEM construction, DNR floodplain and other permit requirements.

Task 6 – Pricing/Bidding Reviews from Provider

1. GSC Contingency Management
 - a. Track and manage the probable construction cost estimates against the contingency cost pool of the GSC contract.
 - b. Provide input and support for the review of design options relative to the impact on the GSC
2. Pricing / Bidding Reviews
 - a. Provide the requirements of the Pricing / Bid items including technical specifications, warranty requirements, start up requirements and O&M requirements.
 - b. In coordination with the award/selection process in the GSC contract, review the pricing/bid sheets for compliance with Task 6.1.a above
 - c. Provide recommendations to the City on the Pricing/Bids including missing items, under/over priced items and desirable add ons.

Task 7 – Construction Phase. (DESIGNER Services During Construction)

1. WAS Thickening Design Engineer Services During Construction

- a. The CITY will retain another firm to represent the CITY and act as the Engineer during construction. The DESIGN ENGINEER identified in this Agreement will provide services during construction in support of the Engineer during construction. During construction the DESIGN ENGINEER providing design services is referred to as the DESIGNER when providing construction phase services.
- b. General Administration of the Contract Documents. Consult with, advise and assist the Engineer in the Engineer's role as CITY's representative. DESIGN ENGINEER'S communications with the CITY and the GSC Provider (also referred to as the Contractor) shall be through, or with the knowledge, of the Engineer.
 - Pre-Construction Conference. Prepare for and participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer. DESIGNER attendance at the Pre-Construction Conference is an optional service under the control of the CITY.
- c. Visits to Site and Observation of Construction. In connection with observations of the work while it is in progress:
 - Make visits to the site at intervals as requested by the Engineer and at the monthly construction progress meeting in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by DESIGN ENGINEER are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on DESIGN ENGINEER's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, DESIGN ENGINEER will determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.
 - The purpose of DESIGN ENGINEER's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of DESIGN ENGINEER's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. DESIGN ENGINEER shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall DESIGN ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, DESIGNER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if DESIGN ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - Site Visits and Monthly Construction Progress Meetings: Attend monthly construction progress meetings and make site visits.
- d. I&C Coordination: Attend four (4) coordination meetings with the CITY and the Programmer selected by the CITY to program the new Allen Bradley PLC system. During the first

coordination meeting, DESIGNER will review the functional description for the system prepared for the new Allen Bradley PLC system and clarify initial questions raised by the Programmer as to the design intent. The remaining three (3) meetings will be conducted to provide further clarification of intent of the functional description for the system as requested by the CITY.

- e. Process Control System Field Testing: Attend three (3) days of field testing of the process control system program to verify operation of the complete process control system for compliance with the established functional description of the system and design intent. Based on the testing, identify areas of the new process control system that do not comply with the established functional description of the system that will require re-programming.
- f. Clarification and Interpretations; Field Orders. Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the CITY's Project Management Information System (PMIS).
- g. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.
- h. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. DESIGN ENGINEER has an obligation to complete submittal reviews within the time limits specified in the Contract Documents. The shop drawings will be transmitted electronically through the CITY's Project Management Information System (PMIS).
- i. Substitutes: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.
- j. Inspections and Tests. The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. DESIGN ENGINEER shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. DESIGNER shall be entitled to rely on the results of such tests.
- k. Disagreements between CITY and Contractor. Assist the Engineer in rendering formal written decisions on claims of the CITY and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, DESIGN ENGINEER shall be fair and not show partiality to the CITY or Contractor and shall not be liable in connection with any decision rendered in good faith.
- l. Record Drawings. Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Prepare record drawings with AutoCAD 2008 or greater. Furnish four copies of 11" x 17" record drawings. Furnish three copies of a CD that contains AutoCad and PDF files of the record drawings.
- m. Substantial Completion. If requested by the CITY, make site visit(s) to participate in an inspection with the Engineer, the CITY, and the Contractor, to determine if the work is Substantially Complete. Provide recommendation to the Engineer relative to issuance of certificate of Substantial Completion. These services would be provided through the CITY Controlled Design/Construction Services Allowance.
- n. Final Notice of acceptability of the work. If requested by the CITY, make site visit(s) to assist the Engineer in conducting a final inspection to determine if the completed work is acceptable so that the Engineer may recommend, in writing, that final payment be made to Contractor. These services would be provided through the CITY Controlled Design/Construction Services Allowance.

- o. Limitation of Responsibilities. DESIGN ENGINEER shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. DESIGN ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
2. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operation and Maintenance (O&M) Manual.
 - a. Revise the existing WPCP O&M manual to reflect changes and additions made as part of the construction contract. The revised sections of the O&M manual prepared for the Project shall match the format of the existing O&M manual. Prepare the O&M manual using Microsoft Word 2007 or greater. New drawings will be in AutoCAD 2008 or greater.
 - b. Furnish 25 copies of the edited O&M manual before startup of the facilities for CITY review, and use during training and startup.
 - c. After startup of the facilities is complete, modify the revised sections to incorporate CITY review comments.
 - d. Furnish 10 copies of the final revised O&M manual sections and deliver the electronic files on CD. Also provide the final 10 copies with new binders and tabs.
 - e. Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the CITY.
3. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operational Procedures and Training Services.
 - a. Services to be provided by operations specialists.
 - b. Standard Operating Procedures:
 1. Review existing O&M manuals and Standard Operating Procedures (SOPs) that impact operation of GSC improvement components
 2. Prepare SOPs for unit processes impacted by the GSC improvements project. SOPs will be developed using the plant's existing format. Furnish 10 copies to the CITY for review. Respond to and incorporate CITY review comments. Prepare the SOPs using Microsoft Word 2007 or greater. Furnish 50 copies of the final SOP's and deliver the electronic files of the SOPs on CD. The SOPs will contain information related to the following components:
 - i. System Overview
 - ii. Process Control
 - iii. Control System
 - iv. Design Criteria
 - v. Equipment Specifications
 - vi. System Operating Procedures
 - vii. System Troubleshooting Guide
 - c. Process Training.
 1. Prepare and deliver operator training in training modules.
 2. The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
 3. Prepare a training manual for each of 25 students.

4. The operations specialist shall attend the Contractor's vendor training. The operations specialist shall review the training for conformance with the Contract Documents.
 5. For training courses, apply and submit documentation of attendance for IDEM continuing education credits.
 6. During process training, the WAS Thickening processes will be discussed
 7. Provide operational flow chart outlining the operational strategies for the WPCP. The operational flow charts will provide a holistic view of operations of the facility for dry weather and wet weather periods.
- d. Startup Services.
1. Assist the Engineer in preparing startup plans to coordinate the responsibilities of the Contractor, Programmer, and the CITY at the time when construction is complete on each individual component of the project and the facilities are ready for operation.
 2. Startup plan shall include components related to the construction sequencing of the GSC improvements project. The plan will outline how operations will evolve as the various components of the project are completed. Intermediate and final operational strategies will be discussed as part of the overall startup plan.
 3. Provide startup operation services by the operations specialist to assist in the startup of the facilities.
 4. Provide process control troubleshooting services during startup of improvements.

D. SCHEDULE

A preliminary design schedule acceptable to the CITY and the DESIGN ENGINEER shall be submitted within 30 days of the notice to proceed with a final design schedule submitted within 60 days of NTP. Design shall be coordinated with the GSC Provider's schedule and all work shall be completed prior to December 31, 2015. The schedule shall be coordinated with the GSC Provider's schedule. Notice to Proceed is anticipated on April 3, 2013. The GSC Provider's (Contractor's) construction phase of this project is expected to begin during the second quarter of 2013 and be substantially completed not later than December 31, 2015. The schedule is based on receiving prompt review, receiving information to be provided by the CITY in Part II of this Agreement, and approvals from City agencies, Program Manager, and GSC Provider (2-weeks per review are included in the schedule for reviews).

E. CONTINGENCY ALLOWANCE TASKS:

Contingency items including items identified as Optional Services are authorized by the PROGRAM MANAGER and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 1.1.g – Construction Schedule QA/QC Reviews by Scheduling Consultant.
- Task 1.1.h – Constructability Reviews.
- Task 1.2.g – Value Engineering Assessments.
- Task 3.1 – Digester Gas Use Alternative Assessments.
- Task 4.A.6 – Utility locates by utility location firm.

Contingency items including items identified as Optional Services are authorized by the Task 7 Lead Firm and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 7.2 – Operation and Maintenance (O&M) Manuals.
- Task 7.3 - Operational Procedures and Training Services

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

Provide DESIGN ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

Provide DESIGN ENGINEER with electronic copies of ortho aerial photography, GIS base map information (AutoCAD format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 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 Zach Schortgen, P.E.

C. DECISIONS

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

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 \$829,836.00 as summarized in attached Attachment 1.

DESIGN 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 costs incurred for the project will be invoiced at cost. These may include, but not limited to: shipping charges, printing services; special supplies not furnished by the City; or traveling and lodging expenses, as required, to perform duties. Mileage for travel will be billed at the IRS business rate per mile for automobile. Subconsultants will be marked up a maximum of 10%.

B. BILLING AND PAYMENT

1. Timing/Format

- a. DESIGN ENGINEER shall invoice City by the 10th of each month 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. Supporting documentation shall be established before the DESIGN ENGINEER'S first invoice. In the event the CITY disputes any invoice item, the CITY shall give DESIGN ENGINEER reasonable written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to DESIGN ENGINEER the undisputed portion of the invoice according to the provisions hereof.
- b. City shall pay DESIGN ENGINEER approved invoices within 30 days of the established due. If the CITY fails to pay any invoiced amounts within 30 days, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item, which is finally resolved in the CITY's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

2. Billing Records

DESIGN ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices.

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 DESIGN ENGINEER and CITY. DESIGN ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

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

4. **DELAYS.** If events beyond the control of DESIGN 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, DESIGN 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 DESIGN ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

DESIGN 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, DESIGN 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 DESIGN 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 DESIGN ENGINEER is supplied for the general guidance of the CITY only. Since DESIGN ENGINEER has no control over competitive bidding or market conditions, DESIGN ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** DESIGN 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 DESIGN 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 DESIGN ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** DESIGN 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
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, DESIGN 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 DESIGN 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 two times the DESIGN ENGINEER'S compensation as set forth in Part III of this Agreement. 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 DESIGN ENGINEER safe access to any premises necessary for DESIGN 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 DESIGN ENGINEER'S performance under this Agreement shall expire one year after Project Completion.

21. **CONSENT DECREE NOTIFICATION.** DESIGN 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. DESIGN ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:

http://www.civoffortwayne.org/utilities/images/stories/docs/consent_decree/Consent_Decree.pdf

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, DESIGN ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within DESIGN 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, DESIGN

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 DESIGN 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 DESIGN 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

Project Management/Coordination Schedule & Meetings – (Tasks 1 & 2)

For Services outlined in Tasks 1 through 2 (excluding Optional Services listed below) a fee of:

Task 1: Project Management / Coordination	\$ 590,190
Task 2: Project Schedule and Review Meetings	\$ 37,202

Design Phase – (Tasks 4 through 5)

For Services outlined in Tasks 4 through 5 (excluding Optional Services listed below) a fee of:

Task 4: Preliminary Engineering	\$ 25,000
Task 5: Final Design	\$ 0

<u>Pricing & Bid Review of Provider - (Task 6)</u>	\$ 12,444
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<u>WAS Thickening Design Engineer Services During Construction - (Task 7)</u>	\$ 0
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Contingency Allowance - As authorized by PM

For additional and/or Optional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :	\$ 165,000
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TOTAL NOT TO EXCEED FEE:	\$ 829,836
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ATTACHMENT #2

ARCADIS EMPLOYEE HOURLY RATE SCHEDULE

ONSITE:

Sr. Associate (Onsite) – Grade 11	\$199.00/hr
Associate (Onsite) (Grade 10)	\$190.00/hr
Project Engineer – Grade 4	\$150.00/hr
Project Engineer – Grade 5	\$140.00/hr

OFFSITE

Officer	\$246.00/hr
Sr. Associate	\$225.00/hr
Associate	\$199.00/hr
Sr. Project Engineer – Grade 6	\$178.00/hr
Project Engineer - Grade 5	\$150.00/hr
Project Engineer - Grade 4	\$129.00/hr
Engineer – Grade 3	\$120.00/hr
Engineer – Grade 2	\$108.00/hr
Engineer – Grade 1	\$ 97.00/hr
Engineer Intern	\$ 30.00/hr
Technician – Grade 8	\$158.00/hr
Technician – Grade 7	\$135.00/hr
Technician – Grade 6	\$122.00/hr
Technician – Grade 5	\$105.00/hr
Technician – Grade 4	\$ 99.00/hr
Technician – Grade 3	\$ 76.00/hr
Technician – Grade 2	\$ 64.00/hr
Technician – Grade 1	\$ 56.00/hr
Principal Consultant II	\$225.00/hr
Sr. Consultant	\$189.00/hr
Consultant	\$153.00/hr
Analyst I	\$133.00/hr

“Onsite” rates apply to services provided utilizing City of Fort Wayne offices.

“Offsite” rates apply to services provided utilizing ARCADIS offices.

ATTACHMENT #3

**SCOPE OF BASIC ENGINEERING SERVICES – DETAILED SCOPE, ASSUMPTIONS
AND EXCLUSIONS**

NOT USED

CITY OF FORT WAYNE, INDIANA

ARCADIS-US

(Vendor Name)

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 Sections 1 and 2 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 (not applicable for vendors who file a 10K)

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. ☒

VENDOR DISCLOSURE STATEMENT FORM

00 45 52-1

- 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 previous 3 years Yes ☐ No ☒

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes ☒ 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. Assistance with LTCP Program Management
 2. On-Call Modeling Support 2012
 3. Contract Compliance PMIS Management Module
 4. PMIS Support and Transition
 5. Real Time Utility System Monitoring
 6. Effluent Pump Station & Pond 3 Improvements
 7. WPCP Northside Project Coordination
 8. Water Utility Program Management Assistance
 9. Effluent Pump Station DSDC Services
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes ☐ 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).

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:

- 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;

VENDOR DISCLOSURE STATEMENT FORM
00 45 52-2

- b. 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;
- c. 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;
- d. 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; and
- e. 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

ARCADIS-US
(Name of Vendor)

130 West Main Street, Suite 23, Fort Wayne, IN
Address

(260) 424-0401
Telephone

Paul.Powers@Arcadis-us.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) Paul H. Powers

Title Principal Engineer

Signature 

Date 2/28/13

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

PROFESSIONAL SERVICES AGREEMENT

WPCP Primary/Secondary Treatment and Digester Process Upgrades

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 East Berry Street
Fort Wayne, IN 46802

and

DONOHUE & ASSOCIATES, INC ("DESIGN ENGINEER")
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

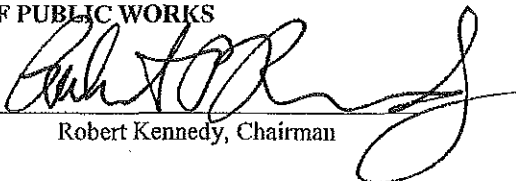
CITY hereby engages DESIGN ENGINEER to perform the services set forth in Part I - Services ("Services") and DESIGN ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). DESIGN ENGINEER shall be authorized to commence the Services upon execution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

BY:

Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:


Victoria Edwards, Clerk

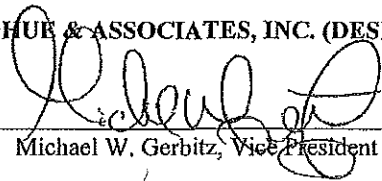
DATE:

March 6, 2013

APPROVED FOR DESIGN ENGINEER

DONOHUE & ASSOCIATES, INC. (DESIGN ENGINEER)

BY:


Michael W. Gerbitz, Vice President

DATE:

Feb 28, 2013

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

DESIGN 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, architectural, geotechnical, structural, process-mechanical, building mechanical (HVAC, plumbing, fire protection), instrumentation and control, and electrical engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Upgrades to the Water Pollution Control Plant (WPCP), Primary & Secondary treatment processes, including coordination of Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, Digester 5 Upgrades, and design of additional components including the West Digester Complex Improvements, a Digested Sludge Pumping Station, Waste Activated Sludge (WAS) Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

The instrumentation and control part of this project includes (1) new Allen Bradley ControlLogix PLC equipment for the additional facilities to be provided with the Digested Sludge Pumping Station and Methane Utilization Improvements, (2) use of the existing Allen Bradley ControlLogix PLC equipment for the facilities to be provided for the West Digester Complex and Digester Gas Compression and Storage Improvements, and (3) replacement of existing Modicon PLC equipment with new Allen Bradley ControlLogix PLC equipment as part of the WAS Thickening Improvements.

In this Agreement the terms Digester Complex or Digester Complex Project Elements refers to the following components of the project: West Digester Complex Improvements, Digested Sludge Pumping Station, WAS Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

Design of the Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, and Digester 5 Upgrades components of the project has been, or will be, performed under a separate agreement with the City and is not part of this Agreement. Design of the West Digester Complex Improvements, the Digested Sludge Pumping Station, the WAS Thickening Improvements, the Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements will be performed as part of this Agreement.

C. SCOPE OF WORK

The duty of the DESIGN ENGINEER is to develop final construction documents. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the DESIGN ENGINEER. The DESIGN ENGINEER shall develop and provide the services described in the following sections. The DESIGN ENGINEER is part of a larger team working integrally for the design of the WPCP facilities. The responsibilities of the DESIGN ENGINEER are as indicated on the Responsibility Matrix. The term Lead Firm refers to the DESIGN ENGINEER with whom the responsibility for the completeness and accuracy of the work identified for Tasks in the Responsibility Matrix resides. The term Support Firm refers to DESIGN ENGINEERS that contribute expertise and input to the Lead Firm but does not have responsibility for the final product. As the Program Manager, ARCADIS will provide overarching scope, schedule, budget and quality oversight. Additional detail on the scope of services including assumptions and exceptions is provided in ATTACHMENT 3.

Table 1. Responsibility Matrix

Task / Item	Lead Firm	Support Firms
Task 1 Project Management / Coordination		
Scheduling, Budgeting and Reporting	ARCADIS	
Design Coordination	Per Agreement	ARCADIS
Specification Coordination	ARCADIS	Donohue
IDEM Air Permitting	ARCADIS	Donohue and Wessler
IDEM / IDNR Permitting	ARCADIS	
Task 2 Element Schedule and Review Meetings		
Design Schedule	ARCADIS	
Kickoff Workshop	ARCADIS	
All WAS Thickening Workshops	Black & Veatch	
Digester Complex Design Basis Review Workshop	Donohue	
Digester Complex 30% Design Review Workshop	Donohue	
West Digester Complex & Methane Compression		
60% Design Review	Symbiont	Donohue
90% Design Review	Symbiont	Donohue
Digested Sludge Pump Station & Methane Utilization		
60% Design Review	Wessler	Donohue
90% Design Review	Wessler	Donohue
Workshop Notes	Workshop Lead Firm	
Task 3 Planning / Study		
Optional service	ARCADIS	
Task 4 Preliminary Engineering		
Digester Complex	Donohue	Wessler Symbiont DLZ American Structurepoint
WAS Thickening	Black & Veatch	Donohue
Task 5 Final Design and Permitting		
Digester Complex		
Structural Base Files	Donohue	
Process-Mechanical Base Files	Donohue	
West Digester Complex & Methane Compression		
All Disciplines Except Site Civil	Symbiont	Donohue
Site Civil	DLZ	Donohue and Symbiont
Digested Sludge Pump Station & Methane Utilization		
Process-Mechanical	Wessler	Donohue
Electrical and Instrumentation & Control	Wessler	Donohue
Architectural-Structural	American Structurepoint	Donohue
(includes new stairwells at digesters)		
HVAC and Plumbing	Donohue	Wessler
Site Civil	DLZ	Donohue and Wessler
WAS Thickening		
All Disciplines Except Site Civil	Black & Veatch	
Site Civil	DLZ	Black & Veatch
Task 6 Pricing / Bidding Reviews from Provider		
GSC Contingency Management	ARCADIS	
Pricing / Bidding Reviews	Design phase lead	ARCADIS Donohue
Task 7 Design Services During Construction		
WAS Thickening	Black & Veatch	

Task 1 - Project Management / Coordination

1. Scheduling, Budgeting and Reporting

- a. Master Scheduling. Maintain the Master Schedule to identify critical path projects and interfaces. The Master Schedule will be tied to a work breakdown structure (WBS) that identifies each WBS element on a common time scale, and shows interrelationships and dependencies among these elements. Each task will be indicated with start and finish dates and durations. Key milestones and interface events will be highlighted.
- b. Master Design Budget. Maintain the Master Design Budget for all work to be performed under this contract. Prepare monthly cash flow reports as a part of the project invoicing.
- c. Bi-weekly Meetings. Organize and participate in bi-weekly meetings with the City's PM as others as required. Meeting agenda includes progress since last meeting, updates on schedule and budget and discussion on any technical issues.
- d. Bi-weekly WPCP Meeting. Organize and participate in bi-weekly meeting with the WPCP Superintendent, City's PM, GSC Provider and others as required. Meeting agenda includes status of the individual work items, construction sequence, construction issues and operations coordination.
- e. Monthly Performance Update. Provide monthly performance updates consisting of the project and activity status, revised to reflect the actual conditions as part of the monthly invoicing.
- f. Public Annual Report. Support the development of the CU Annual Report. PM will provide text, graphic and data to report the status of the CSO LTCP and CD compliance.
- g. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Construction Schedule QA/QC Reviews. Provide monthly design and construction schedule reviews and analysis to verify interrelationships and dependencies among project work elements, identify critical path and overall schedule compliance, and provide recommendations related to scheduling compliance with Consent Decree completion date(s). This service will be provided by a Scheduling Consultant.
- h. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Constructability Reviews. Conduct a full constructability and construction schedule review of each project at mutually agreed design stage.

2. Design Coordination

- a. Lead Firm shall provide to the Program Manager reviewed and coordinated contract documents including drawings, technical specifications, construction sequences and constraints, and other documents necessary for agency review and approval and construction by the GSC Provider.
- b. Lead Firm shall provide to the Program Manager all requests to the CITY for review record drawings, files, and other existing system documents appropriate for design purposes.
- c. Lead Firm shall coordinate site visits through the Program Manager to obtain information necessary for design purposes.
- d. Specifications will be prepared with Microsoft Word 2007 or greater and delivered in both Word and .pdf.
- e. Drawings will be prepared for producing 22" x 34" full-scale and 11" x 17" reduced-scale plan sets.
 - Digester Complex drawings will be prepared in accordance with Donohue graphics standards and CITY requirements. These include use of AutoCAD 2012 and AutoPlant 3D Piping. Site civil drawings will be developed with AutoCAD Civil 3D 2012. Donohue will develop structural drawing base files, process-mechanical drawing base files, and border files during Preliminary Engineering and maintain these files throughout Final Design. Base files include overall facility plans and sections. Base files do not include enlarged, partial plans and sections necessary for Final Design detailing. Process-mechanical base files include piping that is 6 inches in diameter and larger. Process-mechanical base files do not include piping that is smaller than 6 inches in diameter. DESIGN ENGINEER will prepare construction drawing as required in Task 5. Donohue will provide final coordination and production of graphics deliverables for the Digester Complex throughout Preliminary Engineering and Final Design.
 - WAS Thickening drawings will be prepared in accordance with Black & Veatch graphics standards and CITY requirements.

- f. Lead Firm shall perform quality reviews for their services throughout the duration of the project.
- g. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Value Engineering Assessments. Organize and coordinate Value Engineering (VE) workshops for preliminary designs developed during the Preliminary Engineering Report phase. Only projects exceeding a selected cost threshold will be scheduled for VE analysis.

3. Specification Coordination

- a. Develop Master Div 01 Specifications . Distribute Master Div 01 Spec to final designers for use in construction document development.
- b. Review and coordinate Div 01 specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications for sections that are common to each new project element (component). Titles and specification numbering shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections for each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.
- c. Review and coordinate technical specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications that are common to each new project element (component). Titles and specification numbering will be reviewed and shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections that are unique to each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.

4. IDEM Air Permitting

- a. Review project elements and schedule to determine the type and extent of air permitting required. It is assumed that a new air permit will be required.
- b. Program Manager to perform the required calculations and complete the permit application with input from Methane Utilization Design Engineer.
- c. Interact with IDEM to secure the air permit including responding to written questions and attending up to two meeting.
- d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne.

5. IDEM Permitting

- a. Review project elements and schedule to determine the type of permits required. It is assumed that an IDEM construction permit and IDNR floodplain permits will be required.
- b. With input from the final designers and GSC provides (as appropriate), perform the required calculations and complete the permit applications
- c. Interact with permitting agencies to secure the permits including responding to written questions and attending up to two meeting.
- d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne. The cost for this task will be handled via existing contracts.

6. Guaranteed Savings Contract Final Cost Pricing / Bidding Review

- a. Provide GSC final cost and bidding review services as stated in Task 6.

Task 2 - Element Schedule and Review Meetings

- 1. Prepare element design schedule. Lead Firm to prepare and maintain an individual element design schedule as a part of the greater Master Schedule. Lead Firm to send an email update by the end of the

day on each Friday to the Program Manager as to what work was performed that week and what work is projected for the upcoming week.

2. Conduct a Kickoff meeting/workshop with City staff at City's office.
3. Conduct one Design Basis Review meeting/workshop
4. Task 4 Lead firm to conduct one review meetings/workshops – proposed to occur as part of the CITY'S review of the 30% design drawings.
5. Task 5 Lead firm to conduct up to two (2) review meetings/workshops – *proposed* to occur as part of the CITY'S review of the 60%, and 90% design drawings.
6. Task 5 Lead firm to conduct one (1) flow chart meeting near the end of the Final Design phase to review process control requirements. These meetings/workshops are held at the City's office.
7. Keep the minutes of the Kickoff, Design Basis Review, and Progress Review Meetings and distribute these minutes within 7 days of the respective meetings. A maximum of five (5) meetings are included in the scope of work.

Task 3 – Planning / Study

A. Digester Gas Use Alternative

1. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Digester Gas Use Alternative: As an alternative to producing electricity and useable heat with the use of microturbines or engine-generators operating on digester gas, evaluate an alternative to produce compressed digester gas for use in CITY vehicles.

Task 4 – Preliminary Engineering

A. Digester Complex Project Elements (West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I)

1. Expand the WPCP process model prepared during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Digested Sludge Forcemain
 - b. Gravity water line, W3 booster pump station and pigging station
3. Conduct Workshops to review the results of the Digester Gas Utilization evaluation performed under Task 3.1 (if authorized) and to review the design basis prepared under Task 4.A.2.
4. Provide necessary topographic surveys. The CITY will provide to ENGINEER files of recent topographic and mapping survey data. Detailed scope and fee to be determined at the time of contracting. *(An allowance has been included for this service.)*
5. Conduct geotechnical investigation including drilling of soil borings and testing to determine existing soil types and profile, soil strengths, and other related properties necessary for foundation design. The CITY will provide to ENGINEER reports of previous geotechnical investigations. Detailed scope and fee to be determined at the time of contracting. *(An allowance has been included for this service.)*

6. CONTINGENCY ALLOWANCE OPTIONAL SERVICES: Utility Locates. Subcontract with qualified utility location firm to pothole or other underground exploration methods to adequately locate critical utilities.
 7. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshops.
 - i. Submit written responses to CITY with regard to 30% Design review comments.
 8. Incorporate CITY 30% Design review comments and direction received from 30% Design Review Workshops and prepare base sheets ready for Final Design.
- B. WAS Thickening Project Element**
1. Review the expanded WPCP process model prepared by Donohue during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
 2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Thickened WAS Force main
 3. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshop.
 - i. Submit written responses to CITY with regard to 30% Design review comments.

Task 5 – Final Design / Permitting

- A. West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I and WAS Thickening Project Elements
 1. Prepare and submit 60% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Conduct 60% Design Review Workshops.
 - e. Submit written responses to CITY with regard to 60% Design review comments.

2. Incorporate CITY 60% Design review comments and direction received from Workshops.
3. Prepare and submit 90% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Description of process control system functionality. The description shall include flow charts and narrative. The flow charts shall be to the level of detail prepared for the Three Rivers Filtration Plant North Pump Station Project and for the CSPS and Screenings Building Improvements Project.
 - e. Conduct Flow Chart meeting to review process control system functionality.
 - f. Conduct 90% Design Review Workshops.
 - g. Submit written responses to CITY with regard to 90% Design review comments.
4. Incorporate CITY 90% Design review comments and direction received from Workshops.
5. Prepare and submit 100% Design Documents.
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
6. Prioritize preparation of construction Contract Drawings to complete and release packages of documents necessary for construction to proceed before the entire design set of documents is complete. These need to be identified by the GSC Provider and agreed upon by the CITY and the DESIGN ENGINEER during design. Such early documents may include the following:
 - a. Construction Drawings and Specifications necessary to begin excavation and construction of foundations and base slabs.
 - b. Specifications for major equipment items to allow purchase orders to be issued.
7. Support the required permitting for IDEM, DNR and other agencies
 - a. Provide information as required in coordination with PM Team for IDEM air permitting.
 - b. Provide information as required in coordination with PM Team for IDEM construction, DNR floodplain and other permit requirements.

Task 6 – Pricing/Bidding Reviews from Provider

1. GSC Contingency Management
 - a. Track and manage the probable construction cost estimates against the contingency cost pool of the GSC contract.
 - b. Provide input and support for the review of design options relative to the impact on the GSC
2. Pricing / Bidding Reviews
 - a. Provide the requirements of the Pricing / Bid items including technical specifications, warranty requirements, start up requirements and O&M requirements.
 - b. In coordination with the award/selection process in the GSC contract, review the pricing/bid sheets for compliance with Task 6.1.a above
 - c. Provide recommendations to the City on the Pricing/Bids including missing items, under/over priced items and desirable add ons.

Task 7 – Construction Phase. (DESIGNER Services During Construction)

1. WAS Thickening Design Engineer Services During Construction

- a. The CITY will retain another firm to represent the CITY and act as the Engineer during construction. The DESIGN ENGINEER identified in this Agreement will provide services during construction in support of the Engineer during construction. During construction the DESIGN ENGINEER providing design services is referred to as the DESIGNER when providing construction phase services.
- b. General Administration of the Contract Documents. Consult with, advise and assist the Engineer in the Engineer's role as CITY's representative. DESIGN ENGINEER'S communications with the CITY and the GSC Provider (also referred to as the Contractor) shall be through, or with the knowledge, of the Engineer.
 - Pre-Construction Conference. Prepare for and participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer. DESIGNER attendance at the Pre-Construction Conference is an optional service under the control of the CITY.
- c. Visits to Site and Observation of Construction. In connection with observations of the work while it is in progress:
 - Make visits to the site at intervals as requested by the Engineer and at the monthly construction progress meeting in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by DESIGN ENGINEER are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on DESIGN ENGINEER's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, DESIGN ENGINEER will determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.
 - The purpose of DESIGN ENGINEER's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of DESIGN ENGINEER's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. DESIGN ENGINEER shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall DESIGN ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, DESIGNER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if DESIGN ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - Site Visits and Monthly Construction Progress Meetings: Attend monthly construction progress meetings and make site visits.
- d. I&C Coordination: Attend four (4) coordination meetings with the CITY and the Programmer selected by the CITY to program the new Allen Bradley PLC system. During the first

coordination meeting, DESIGNER will review the functional description for the system prepared for the new Allen Bradley PLC system and clarify initial questions raised by the Programmer as to the design intent. The remaining three (3) meetings will be conducted to provide further clarification of intent of the functional description for the system as requested by the CITY.

- e. Process Control System Field Testing: Attend three (3) days of field testing of the process control system program to verify operation of the complete process control system for compliance with the established functional description of the system and design intent. Based on the testing, identify areas of the new process control system that do not comply with the established functional description of the system that will require re-programming.
- f. Clarification and Interpretations; Field Orders. Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the CITY's Project Management Information System (PMIS).
- g. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.
- h. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. DESIGN ENGINEER has an obligation to complete submittal reviews within the time limits specified in the Contract Documents. The shop drawings will be transmitted electronically through the CITY's Project Management Information System (PMIS).
- i. Substitutes: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.
- j. Inspections and Tests. The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. DESIGN ENGINEER shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. DESIGNER shall be entitled to rely on the results of such tests.
- k. Disagreements between CITY and Contractor. Assist the Engineer in rendering formal written decisions on claims of the CITY and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, DESIGN ENGINEER shall be fair and not show partiality to the CITY or Contractor and shall not be liable in connection with any decision rendered in good faith.
- l. Record Drawings. Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Prepare record drawings with AutoCAD 2008 or greater. Furnish four copies of 11" x 17" record drawings. Furnish three copies of a CD that contains AutoCad and PDF files of the record drawings.
- m. Substantial Completion. If requested by the CITY, make site visit(s) to participate in an inspection with the Engineer, the CITY, and the Contractor, to determine if the work is Substantially Complete. Provide recommendation to the Engineer relative to issuance of certificate of Substantial Completion. These services would be provided through the CITY Controlled Design/Construction Services Allowance.
- n. Final Notice of acceptability of the work. If requested by the CITY, make site visit(s) to assist the Engineer in conducting a final inspection to determine if the completed work is acceptable so that the Engineer may recommend, in writing, that final payment be made to Contractor. These services would be provided through the CITY Controlled Design/Construction Services Allowance.

- c. Limitation of Responsibilities. DESIGN ENGINEER shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. DESIGN ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operation and Maintenance (O&M) Manual.
 - a. Revise the existing WPCP O&M manual to reflect changes and additions made as part of the construction contract. The revised sections of the O&M manual prepared for the Project shall match the format of the existing O&M manual. Prepare the O&M manual using Microsoft Word 2007 or greater. New drawings will be in AutoCAD 2008 or greater.
 - b. Furnish 25 copies of the edited O&M manual before startup of the facilities for CITY review, and use during training and startup.
 - c. After startup of the facilities is complete, modify the revised sections to incorporate CITY review comments.
 - d. Furnish 10 copies of the final revised O&M manual sections and deliver the electronic files on CD. Also provide the final 10 copies with new binders and tabs.
 - e. Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the CITY.
- 3. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operational Procedures and Training Services.
 - a. Services to be provided by operations specialists.
 - b. Standard Operating Procedures:
 - 1. Review existing O&M manuals and Standard Operating Procedures (SOPs) that impact operation of GSC improvement components
 - 2. Prepare SOPs for unit processes impacted by the GSC improvements project. SOPs will be developed using the plant's existing format. Furnish 10 copies to the CITY for review. Respond to and incorporate CITY review comments. Prepare the SOPs using Microsoft Word 2007 or greater. Furnish 50 copies of the final SOP's and deliver the electronic files of the SOPs on CD. The SOPs will contain information related to the following components:
 - i. System Overview
 - ii. Process Control
 - iii. Control System
 - iv. Design Criteria
 - v. Equipment Specifications
 - vi. System Operating Procedures
 - vii. System Troubleshooting Guide
 - c. Process Training.
 - 1. Prepare and deliver operator training in training modules.
 - 2. The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
 - 3. Prepare a training manual for each of 25 students.

4. The operations specialist shall attend the Contractor's vendor training. The operations specialist shall review the training for conformance with the Contract Documents.
 5. For training courses, apply and submit documentation of attendance for IDEM continuing education credits.
 6. During process training, the WAS Thickening processes will be discussed
 7. Provide operational flow chart outlining the operational strategies for the WPCP. The operational flow charts will provide a holistic view of operations of the facility for dry weather and wet weather periods.
- d. Startup Services.
1. Assist the Engineer in preparing startup plans to coordinate the responsibilities of the Contractor, Programmer, and the CITY at the time when construction is complete on each individual component of the project and the facilities are ready for operation.
 2. Startup plan shall include components related to the construction sequencing of the GSC improvements project. The plan will outline how operations will evolve as the various components of the project are completed. Intermediate and final operational strategies will be discussed as part of the overall startup plan.
 3. Provide startup operation services by the operations specialist to assist in the startup of the facilities.
 4. Provide process control troubleshooting services during startup of improvements.

D. SCHEDULE

A preliminary design schedule acceptable to the CITY and the DESIGN ENGINEER shall be submitted within 30 days of the notice to proceed with a final design schedule submitted within 60 days of NTP. Design shall be coordinated with the GSC Provider's schedule and all work shall be completed prior to December 31, 2015. The schedule shall be coordinated with the GSC Provider's schedule. Notice to Proceed is anticipated on April 3, 2013. The GSC Provider's (Contractor's) construction phase of this project is expected to begin during the second quarter of 2013 and be substantially completed not later than December 31, 2015. The schedule is based on receiving prompt review, receiving information to be provided by the CITY in Part II of this Agreement, and approvals from City agencies, Program Manager, and GSC Provider (2-weeks per review are included in the schedule for reviews).

E. CONTINGENCY ALLOWANCE TASKS:

Contingency items including items identified as Optional Services are authorized by the PROGRAM MANAGER and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 1.1.g – Construction Schedule QA/QC Reviews by Scheduling Consultant.
- Task 1.1.h – Constructability Reviews.
- Task 1.2.g – Value Engineering Assessments.
- Task 3.1 – Digester Gas Use Alternative Assessments.
- Task 4.A.6 – Utility locates by utility location firm.

Contingency items including items identified as Optional Services are authorized by the Task 7 Lead Firm and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 7.2 – Operation and Maintenance (O&M) Manuals.
- Task 7.3 – Operational Procedures and Training Services

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

Provide DESIGN ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

Provide DESIGN ENGINEER with electronic copies of ortho aerial photography, GIS base map information (AutoCAD format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 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 Zach Schortgen, P.E.

C. DECISIONS

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

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 \$573,500.00 as summarized in attached Attachment 1.

DESIGN 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 costs incurred for the project will be invoiced at cost. These may include, but not limited to: shipping charges, printing services; special supplies not furnished by the City; or traveling and lodging expenses, as required, to perform duties. Mileage for travel will be billed at the IRS business rate per mile for automobile. Subconsultants will be marked up a maximum of 10%.

B. BILLING AND PAYMENT

1. Timing/Format

- a. DESIGN ENGINEER shall invoice City by the 10th of each month 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. Supporting documentation shall be established before the DESIGN ENGINEER'S first invoice. In the event the CITY disputes any invoice item, the CITY shall give DESIGN ENGINEER reasonable written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to DESIGN ENGINEER the undisputed portion of the invoice according to the provisions hereof.
- b. City shall pay DESIGN ENGINEER approved invoices within 30 days of the established due. If the CITY fails to pay any invoiced amounts within 30 days, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item, which is finally resolved in the CITY's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

2. Billing Records

DESIGN ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices.

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 DESIGN ENGINEER and CITY. DESIGN ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

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

4. **DELAYS.** If events beyond the control of DESIGN 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, DESIGN 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 DESIGN ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

DESIGN 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, DESIGN 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 DESIGN 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 DESIGN ENGINEER is supplied for the general guidance of the CITY only. Since DESIGN ENGINEER has no control over competitive bidding or market conditions, DESIGN ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** DESIGN 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 DESIGN 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 DESIGN ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** DESIGN 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
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, DESIGN 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 DESIGN 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 two times the DESIGN ENGINEER'S compensation as set forth in Part III of this Agreement. 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 issue to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide DESIGN ENGINEER safe access to any premises necessary for DESIGN 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 DESIGN ENGINEER's performance under this Agreement shall expire one year after Project Completion.

21. **CONSENT DECREE NOTIFICATION.** DESIGN 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. DESIGN ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:
http://www.cityoffortwayne.org/utilities/requests/stories/docs/consent%20decree/Consent_Decree.pdf

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, DESIGN ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within DESIGN 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, DESIGN

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 DESIGN 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 DESIGN 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

Project Management/Coordination Schedule & Meetings – (Tasks 1 & 2)

For Services outlined in Tasks 1 through 2 (excluding Optional Services listed below) a fee of:

Task 1: Project Management / Coordination	\$ 29,600
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Task 2: Project Schedule and Review Meetings	\$ 34,250
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Design Phase – (Tasks 4 through 5)

For Services outlined in Tasks 4 through 5 (excluding Optional Services listed below) a fee of:

Task 4: Preliminary Engineering	\$ 379,580
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Task 5: Final Design	\$ 117,050
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<u>Pricing & Bid Review of Provider - (Task 6)</u>	\$ 13,020
--	-----------

<u>WAS Thickening Design Engineer Services During Construction - (Task 7)</u>	\$ 0
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Contingency Allowance - As authorized by PM

For additional and/or Optional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of:

\$ 0

TOTAL NOT TO EXCEED FEE:	\$ 573,500
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ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

**Donohue & Associates, Inc.
Hourly Charge-Out Schedule
2013**

Employee Classification	Hourly Billing Rate
Engineer/Specialist VII	\$225
Engineer/Specialist VI	\$215
Engineer/Specialist V	\$185
Engineer/Specialist IV	\$160
Engineer/Specialist III	\$135
Engineer/Specialist II	\$115
Engineer/Specialist I	\$100
Technician/Inspector IV	\$95
Technician/Inspector III	\$90
Technician/Inspector II	\$80
Technician/Inspector I	\$75
Administrative Assistance VI	\$125
Administrative Assistance IV	\$80
Administrative Assistance III	\$70
Administrative Assistance II	\$60

Notes:

Labor charge-out rates are for normal work week.

Billing rates are in effect for 2013 and may be adjusted annually to reflect labor cost increases.

Mileage is billed at the current IRS stipulated rate.

Printing and reproductions are billed at cost.

CITY OF FORT WAYNE, INDIANA

Donohue + Associates, Inc.
(Vendor Name)

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 Sections 1 and 2 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: See Attached 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 (not applicable for vendors who file a 10K)

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. X

VENDOR DISCLOSURE STATEMENT FORM
00 45 52-1

Vendor Disclosure Statement

Section 1: Disclosure of Financial Interest in Vendor as of 02/26/13

Questions a, b, and c

Last Name	Middle Initial	First Name	Address	City	State	Zip Code	Stock Ownership Percentage
Nevers	S	Edward	3311 Weeden Creek Road	Sheboygan	WI	53081	8.9%
Schelber	A	Barbara	3311 Weeden Creek Road	Sheboygan	WI	53081	8.1%
Buss	M	Randall	3311 Weeden Creek Road	Sheboygan	WI	53081	7.6%
Jensen	R	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	7.6%
Josef	A	Berkfold	3311 Weeden Creek Road	Sheboygan	WI	53081	7.0%
Craig	W	Brunner	3311 Weeden Creek Road	Sheboygan	WI	53081	6.5%
Michael	W	Gerbitz	3311 Weeden Creek Road	Sheboygan	WI	53081	5.4%

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

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).

See attached

- 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).

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:

- 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;
- b. 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;
- c. 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;

Section 3: Disclosure of other Contract and Procurement Related Information as of 02/26/13

Question b

Contract Name	Purchase Order Number	Contract Date	City Contact
Third St. PS Standby Generator Repacking-QC Review Services	W.O. #75122	04/03/07	Doug Fasick
WPCP Digester Gas Handling Improvements	90905061-000	04/21/09	Bill Maxwell
WPCP Additional RW PS & Secondary Clarifier Improvements	90905068-000	04/29/09	Andrew Schipper
Combined Sewer PS Improvements Design	W.O. #75449	04/26/10	Andrew Schipper
Combined Sewer PS Improvements Design - Amendment #1		09/22/10	Andrew Schipper
Combined Sewer PS Improvements Design - Amendment #2		03/02/11	Andrew Schipper
Combined Sewer PS Improvements Design - Amendment #3		09/14/11	Andrew Schipper
CSPS & Screenings Bld Imp Designer Serv during Construction	W.O. #75449	06/22/11	Andrew Schipper
WPCP Digester No. 5 Upgrades Design and ESDC	W.O. #75637	01/18/12	Zack Schortgen
Primary and Secondary Treatment Capacity Improvements Design	12905068-000	07/05/12	Andrew Schipper
LTCP CM#2; 85 MGD Basis of Design Report	12905116-000	10/02/12	Zack Schortgen
CS Pond No. 1 – First Flush and Bleedback Facilities	W.O. #75580	12/20/12	Zack Schortgen

Question c

Bid or Project Number / Amendment	Contract Date	City Contact
WPCP Primary/Secondary Treatment and Digester	Pending	Zack Schortgen

- d. 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; and
- e. 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

Donohue + Associates, Inc.
(Name of Vendor)

3311 Weeden Creek Rd; Sheboygan, WI 53081
Address
() 920-208-0296
Telephone
rbuss@donohue-associates.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) Randall M Buss Title Vice President
Signature Randall M Buss Date 02/26/13

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

PROFESSIONAL SERVICES AGREEMENT

WPCP Primary/Secondary Treatment and Digester Process Upgrades

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 East Berry Street
Suite 240
Fort Wayne, IN 46802

and

BLACK AND VEATCH CORPORATION. ("DESIGN ENGINEER")

5750 Castel Creek Parkway North
Suite 245
Indianapolis, IN 46250

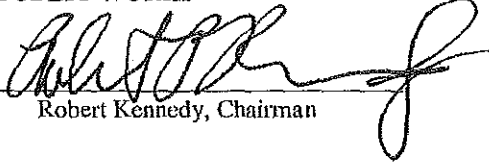
Who agree as follows:

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

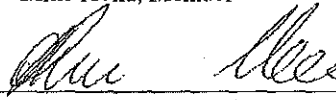
APPROVALS

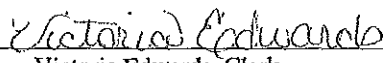
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert Kennedy, Chairman

BY: _____
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Victoria Edwards, Clerk

DATE: March 6, 2013

APPROVED FOR DESIGN ENGINEER

BLACK & VEATCH CORPORATION. (DESIGN ENGINEER)

BY: 
Donnie Ginn, Associate Vice President

DATE: 2/28/13

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

DESIGN 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, architectural, geotechnical, structural, process-mechanical, building mechanical (HVAC, plumbing, fire protection), instrumentation and control, and electrical engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Upgrades to the Water Pollution Control Plant (WPCP), Primary & Secondary treatment processes, including coordination of Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, Digester 5 Upgrades, and design of additional components including the West Digester Complex Improvements, a Digested Sludge Pumping Station, Waste Activated Sludge (WAS) Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

The instrumentation and control part of this project includes (1) new Allen Bradley ControlLogix PLC equipment for the additional facilities to be provided with the Digested Sludge Pumping Station and Methane Utilization Improvements, (2) use of the existing Allen Bradley ControlLogix PLC equipment for the facilities to be provided for the West Digester Complex and Digester Gas Compression and Storage Improvements, and (3) replacement of existing Modicon PLC equipment with new Allen Bradley ControlLogix PLC equipment as part of the WAS Thickening Improvements.

In this Agreement the terms Digester Complex or Digester Complex Project Elements refers to the following components of the project: West Digester Complex Improvements, Digested Sludge Pumping Station, WAS Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

Design of the Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, and Digester 5 Upgrades components of the project has been, or will be, performed under a separate agreement with the City and is not part of this Agreement. Design of the West Digester Complex Improvements, the Digested Sludge Pumping Station, the WAS Thickening Improvements, the Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements will be performed as part of this Agreement.

C. SCOPE OF WORK

The duty of the DESIGN ENGINEER is to develop final construction documents. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the DESIGN ENGINEER. The DESIGN ENGINEER shall develop and provide the services described in the following sections. The DESIGN ENGINEER is part of a larger team working integrally for the design of the WPCP facilities. The responsibilities of the DESIGN ENGINEER are as indicated on the Responsibility Matrix. The term Lead Firm refers to the DESIGN ENGINEER with whom the responsibility for the completeness and accuracy of the work identified for Tasks in the Responsibility Matrix resides. The term Support Firm refers to DESIGN ENGINEERS that contribute expertise and input to the Lead Firm but does not have responsibility for the final product. As the Program Manager, ARCADIS will provide overarching scope, schedule, budget and quality oversight. Additional detail on the scope of services including assumptions and exceptions is provided in ATTACHMENT 3.

Table 1. Responsibility Matrix

Task / Item	Lead Firm	Support Firms
Task 1 Project Management / Coordination		
Scheduling, Budgeting and Reporting	ARCADIS	
Design Coordination	Per Agreement	ARCADIS
Specification Coordination	ARCADIS	Donohue
IDEM Air Permitting	ARCADIS	Donohue and Wessler
IDEM / IDNR Permitting	ARCADIS	
Task 2 Element Schedule and Review Meetings		
Design Schedule	ARCADIS	
Kickoff Workshop	ARCADIS	
All WAS Thickening Workshops	Black & Veatch	
Digester Complex Design Basis Review Workshop	Donohue	
Digester Complex 30% Design Review Workshop	Donohue	
West Digester Complex & Methane Compression		
60% Design Review	Symbiont	Donohue
90% Design Review	Symbiont	Donohue
Digested Sludge Pump Station & Methane Utilization		
60% Design Review	Wessler	Donohue
90% Design Review	Wessler	Donohue
Workshop Notes	Workshop Lead Firm	
Task 3 Planning / Study		
Optional service	ARCADIS	
Task 4 Preliminary Engineering		
Digester Complex	Donohue	Wessler Symbiont DLZ American Structurepoint
WAS Thickening	Black & Veatch	Donohue
Task 5 Final Design and Permitting		
Digester Complex		
Structural Base Files	Donohue	
Process-Mechanical Base Files	Donohue	
West Digester Complex & Methane Compression		
All Disciplines Except Site Civil	Symbiont	Donohue
Site Civil	DLZ	Donohue and Symbiont
Digested Sludge Pump Station & Methane Utilization		
Process-Mechanical	Wessler	Donohue
Electrical and Instrumentation & Control	Wessler	Donohue
Architectural-Structural	American Structurepoint	Donohue
(includes new stairwells at digesters)		
HVAC and Plumbing	Donohue	Wessler
Site Civil	DLZ	Donohue and Wessler
WAS Thickening		
All Disciplines Except Site Civil	Black & Veatch	
Site Civil	DLZ	Black & Veatch
Task 6 Pricing / Bidding Reviews from Provider		
GSC Contingency Management	ARCADIS	
Pricing / Bidding Reviews	Design phase lead	ARCADIS Donohue
Task 7 Design Services During Construction		
WAS Thickening	Black & Veatch	

Task 1 - Project Management / Coordination

1. Scheduling, Budgeting and Reporting

- a. Master Scheduling. Maintain the Master Schedule to identify critical path projects and interfaces. The Master Schedule will be tied to a work breakdown structure (WBS) that identifies each WBS element on a common time scale, and shows interrelationships and dependencies among these elements. Each task will be indicated with start and finish dates and durations. Key milestones and interface events will be highlighted.
- b. Master Design Budget. Maintain the Master Design Budget for all work to be performed under this contract. Prepare monthly cash flow reports as a part of the project invoicing.
- c. Bi-weekly Meetings. Organize and participate in bi-weekly meetings with the City's PM as others as required. Meeting agenda includes progress since last meeting, updates on schedule and budget and discussion on any technical issues.
- d. Bi-weekly WPCP Meeting. Organize and participate in bi-weekly meeting with the WPCP Superintendent, City's PM, GSC Provider and others as required. Meeting agenda includes status of the individual work items, construction sequence, construction issues and operations coordination.
- e. Monthly Performance Update. Provide monthly performance updates consisting of the project and activity status, revised to reflect the actual conditions as part of the monthly invoicing.
- f. Public Annual Report. Support the development of the CU Annual Report. PM will provide text, graphic and data to report the status of the CSO LTCP and CD compliance.
- g. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Construction Schedule QA/QC Reviews. Provide monthly design and construction schedule reviews and analysis to verify interrelationships and dependencies among project work elements, identify critical path and overall schedule compliance, and provide recommendations related to scheduling compliance with Consent Decree completion date(s). This service will be provided by a Scheduling Consultant.
- h. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Constructability Reviews. Conduct a full constructability and construction schedule review of each project at mutually agreed design stage.

2. Design Coordination

- a. Lead Firm shall provide to the Program Manager reviewed and coordinated contract documents including drawings, technical specifications, construction sequences and constraints, and other documents necessary for agency review and approval and construction by the GSC Provider.
- b. Lead Firm shall provide to the Program Manager all requests to the CITY for review record drawings, files, and other existing system documents appropriate for design purposes.
- c. Lead Firm shall coordinate site visits through the Program Manager to obtain information necessary for design purposes.
- d. Specifications will be prepared with Microsoft Word 2007 or greater and delivered in both Word and .pdf.
- e. Drawings will be prepared for producing 22" x 34" full-scale and 11" x 17" reduced-scale plan sets.
 - Digester Complex drawings will be prepared in accordance with Donohue graphics standards and CITY requirements. These include use of AutoCAD 2012 and AutoPlant 3D Piping. Site civil drawings will be developed with AutoCAD Civil 3D 2012. Donohue will develop structural drawing base files, process-mechanical drawing base files, and border files during Preliminary Engineering and maintain these files throughout Final Design. Base files include overall facility plans and sections. Base files do not include enlarged, partial plans and sections necessary for Final Design detailing. Process-mechanical base files include piping that is 6 inches in diameter and larger. Process-mechanical base files do not include piping that is smaller than 6 inches in diameter. DESIGN ENGINEER will prepare construction drawing as required in Task 5. Donohue will provide final coordination and production of graphics deliverables for the Digester Complex throughout Preliminary Engineering and Final Design.
 - WAS Thickening drawings will be prepared in accordance with Black & Veatch graphics standards and CITY requirements.

- f. Lead Firm shall perform quality reviews for their services throughout the duration of the project.
 - g. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Value Engineering Assessments. Organize and coordinate Value Engineering (VE) workshops for preliminary designs developed during the Preliminary Engineering Report phase. Only projects exceeding a selected cost threshold will be scheduled for VE analysis.
3. Specification Coordination
- a. Develop Master Div 01 Specifications. Distribute Master Div 01 Spec to final designers for use in construction document development.
 - b. Review and coordinate Div 01 specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications for sections that are common to each new project element (component). Titles and specification numbering shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections for each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.
 - c. Review and coordinate technical specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications that are common to each new project element (component). Titles and specification numbering will be reviewed and shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections that are unique to each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.
4. IDEM Air Permitting
- a. Review project elements and schedule to determine the type and extent of air permitting required. It is assumed that a new air permit will be required.
 - b. Program Manager to perform the required calculations and complete the permit application with input from Methane Utilization Design Engineer.
 - c. Interact with IDEM to secure the air permit including responding to written questions and attending up to two meeting.
 - d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne.
5. IDEM Permitting
- a. Review project elements and schedule to determine the type of permits required. It is assumed that an IDEM construction permit and IDNR floodplain permits will be required.
 - b. With input from the final designers and GSC provides (as appropriate), perform the required calculations and complete the permit applications
 - c. Interact with permitting agencies to secure the permits including responding to written questions and attending up to two meeting.
 - d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne. The cost for this task will be handled via existing contracts.
6. Guaranteed Savings Contract Final Cost Pricing / Bidding Review
- a. Provide GSC final cost and bidding review services as stated in Task 6.

Task 2 - Element Schedule and Review Meetings

- 1. Prepare element design schedule. Lead Firm to prepare and maintain an individual element design schedule as a part of the greater Master Schedule. Lead Firm to send an email update by the end of the

day on each Friday to the Program Manager as to what work was performed that week and what work is projected for the upcoming week.

2. Conduct a Kickoff meeting/workshop with City staff at City's office.
3. Conduct one Design Basis Review meeting/workshop
4. Task 4 Lead firm to conduct one review meetings/workshops – proposed to occur as part of the CITY'S review of the 30% design drawings held at the City's office.
5. Task 5 Lead firm to conduct up to two (2) review meetings/workshops – *proposed* to occur as part of the CITY'S review of the 60%, and 90% design drawings held at the City's office.
6. Task 5 Lead firm to conduct one (1) flow chart meeting near the end of the Final Design phase to review process control requirements. These meetings/workshops are held at the City's office.
7. Keep the minutes of the Kickoff, Design Basis Review, and Progress Review Meetings and distribute these minutes within 7 days of the respective meetings. A maximum of five (5) meetings are included in the scope of work.

Task 3 – Planning / Study

A. Digester Gas Use Alternative

1. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Digester Gas Use Alternative: As an alternative to producing electricity and useable heat with the use of microturbines or engine-generators operating on digester gas, evaluate an alternative to produce compressed digester gas for use in CITY vehicles.

Task 4 – Preliminary Engineering

A. Digester Complex Project Elements (West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I)

1. Expand the WPCP process model prepared during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Digested Sludge Forcemain
 - b. Gravity water line, W3 booster pump station and pigging station
3. Conduct Workshops to review the results of the Digester Gas Utilization evaluation performed under Task 3.1 (if authorized) and to review the design basis prepared under Task 4.A.2.
4. Provide necessary topographic surveys. The CITY will provide to ENGINEER files of recent topographic and mapping survey data. Detailed scope and fee to be determined at the time of contracting. (*An allowance has been included for this service.*)
5. Conduct geotechnical investigation including drilling of soil borings and testing to determine existing soil types and profile, soil strengths, and other related properties necessary for foundation design. The CITY will provide to ENGINEER reports of previous geotechnical investigations. Detailed scope and fee to be determined at the time of contracting. (*An allowance has been included for this service.*)

6. **CONTINGENCY ALLOWANCE OPTIONAL SERVICES:** Utility Locates. Subcontract with qualified utility location firm to pothole or other underground exploration methods to adequately locate critical utilities.
 7. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshops.
 - i. Submit written responses to CITY with regard to 30% Design review comments.
 8. Incorporate CITY 30% Design review comments and direction received from 30% Design Review Workshops and prepare base sheets ready for Final Design.
- B. WAS Thickening Project Element**
1. Review the expanded WPCP process model prepared by Donohue during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
 2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Thickened WAS Force main
 3. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshop.
 - i. Submit written responses to CITY with regard to 30% Design review comments.

Task 5 – Final Design / Permitting

- A. West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I and WAS Thickening Project Elements
 1. Prepare and submit 60% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Conduct 60% Design Review Workshops.
 - e. Submit written responses to CITY with regard to 60% Design review comments.

2. Incorporate CITY 60% Design review comments and direction received from Workshops.
3. Prepare and submit 90% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Description of process control system functionality. The description shall include flow charts and narrative. The flow charts shall be to the level of detail prepared for the Three Rivers Filtration Plant North Pump Station Project and for the CSPS and Screenings Building Improvements Project.
 - e. Conduct Flow Chart meeting to review process control system functionality.
 - f. Conduct 90% Design Review Workshops.
 - g. Submit written responses to CITY with regard to 90% Design review comments.
4. Incorporate CITY 90% Design review comments and direction received from Workshops.
5. Prepare and submit 100% Design Documents.
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
6. Prioritize preparation of construction Contract Drawings to complete and release packages of documents necessary for construction to proceed before the entire design set of documents is complete. These need to be identified by the GSC Provider and agreed upon by the CITY and the DESIGN ENGINEER during design. Such early documents may include the following:
 - a. Construction Drawings and Specifications necessary to begin excavation and construction of foundations and base slabs.
 - b. Specifications for major equipment items to allow purchase orders to be issued.
7. Support the required permitting for IDEM, DNR and other agencies
 - a. Provide information as required in coordination with PM Team for IDEM air permitting.
 - b. Provide information as required in coordination with PM Team for IDEM construction, DNR floodplain and other permit requirements.

Task 6 – Pricing/Bidding Reviews from Provider

1. GSC Contingency Management
 - a. Track and manage the probable construction cost estimates against the contingency cost pool of the GSC contract.
 - b. Provide input and support for the review of design options relative to the impact on the GSC
2. Pricing / Bidding Reviews
 - a. Provide the requirements of the Pricing / Bid items including technical specifications, warranty requirements, start up requirements and O&M requirements.
 - b. In coordination with the award/selection process in the GSC contract, review the pricing/bid sheets for compliance with Task 6.1.a above
 - c. Provide recommendations to the City on the Pricing/Bids including missing items, under/over priced items and desirable add ons.

Task 7 – Construction Phase. (DESIGNER Services During Construction)

1. WAS Thickening Design Engineer Services During Construction

- a. The CITY will retain another firm to represent the CITY and act as the Engineer during construction. The DESIGN ENGINEER identified in this Agreement will provide services during construction in support of the Engineer during construction. During construction the DESIGN ENGINEER providing design services is referred to as the DESIGNER when providing construction phase services.
- b. General Administration of the Contract Documents. Consult with, advise and assist the Engineer in the Engineer's role as CITY's representative. DESIGN ENGINEER'S communications with the CITY and the GSC Provider (also referred to as the Contractor) shall be through, or with the knowledge, of the Engineer.
 - Pre-Construction Conference. Prepare for and participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer. DESIGNER attendance at the Pre-Construction Conference is an optional service under the control of the CITY.
- c. Visits to Site and Observation of Construction. In connection with observations of the work while it is in progress:
 - Make visits to the site at intervals as requested by the Engineer and at the monthly construction progress meeting in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by DESIGN ENGINEER are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on DESIGN ENGINEER's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, DESIGN ENGINEER will determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.
 - The purpose of DESIGN ENGINEER's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of DESIGN ENGINEER's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. DESIGN ENGINEER shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall DESIGN ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, DESIGNER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if DESIGN ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - Site Visits and Monthly Construction Progress Meetings: Attend monthly construction progress meetings and make site visits.
- d. I&C Coordination: Attend four (4) coordination meetings with the CITY and the Programmer selected by the CITY to program the new Allen Bradley PLC system. During the first

- coordination meeting, DESIGNER will review the functional description for the system prepared for the new Allen Bradley PLC system and clarify initial questions raised by the Programmer as to the design intent. The remaining three (3) meetings will be conducted to provide further clarification of intent of the functional description for the system as requested by the CITY.
- e. Process Control System Field Testing: Attend three (3) days of field testing of the process control system program to verify operation of the complete process control system for compliance with the established functional description of the system and design intent. Based on the testing, identify areas of the new process control system that do not comply with the established functional description of the system that will require re-programming.
 - f. Clarification and Interpretations; Field Orders. Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the CITY's Project Management Information System (PMIS).
 - g. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.
 - h. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. DESIGN ENGINEER has an obligation to complete submittal reviews within the time limits specified in the Contract Documents. The shop drawings will be transmitted electronically through the CITY's Project Management Information System (PMIS).
 - i. Substitutes: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.
 - j. Inspections and Tests. The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. DESIGN ENGINEER shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. DESIGNER shall be entitled to rely on the results of such tests.
 - k. Disagreements between CITY and Contractor. Assist the Engineer in rendering formal written decisions on claims of the CITY and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, DESIGN ENGINEER shall be fair and not show partiality to the CITY or Contractor and shall not be liable in connection with any decision rendered in good faith.
 - l. Record Drawings. Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Prepare record drawings with AutoCAD 2008 or greater. Furnish four copies of 11" x 17" record drawings. Furnish three copies of a CD that contains AutoCad and PDF files of the record drawings.
 - m. Substantial Completion. If requested by the CITY, make site visit(s) to participate in an inspection with the Engineer, the CITY, and the Contractor, to determine if the work is Substantially Complete. Provide recommendation to the Engineer relative to issuance of certificate of Substantial Completion. These services would be provided through the CITY Controlled Design/Construction Services Allowance.
 - n. Final Notice of acceptability of the work. If requested by the CITY, make site visit(s) to assist the Engineer in conducting a final inspection to determine if the completed work is acceptable so that the Engineer may recommend, in writing, that final payment be made to Contractor. These services would be provided through the CITY Controlled Design/Construction Services Allowance.

- c.

Limitation of Responsibilities. DESIGN ENGINEER shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. DESIGN ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operation and Maintenance (O&M) Manual.
 - a. Revise the existing WPCP O&M manual to reflect changes and additions made as part of the construction contract. The revised sections of the O&M manual prepared for the Project shall match the format of the existing O&M manual. Prepare the O&M manual using Microsoft Word 2007 or greater. New drawings will be in AutoCAD 2008 or greater.
 - b. Furnish 25 copies of the edited O&M manual before startup of the facilities for CITY review, and use during training and startup.
 - c. After startup of the facilities is complete, modify the revised sections to incorporate CITY review comments.
 - d. Furnish 10 copies of the final revised O&M manual sections and deliver the electronic files on CD. Also provide the final 10 copies with new binders and tabs.
 - e. Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the CITY.
- 3. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operational Procedures and Training Services.
 - a. Services to be provided by operations specialists.
 - b. Standard Operating Procedures:
 - 1. Review existing O&M manuals and Standard Operating Procedures (SOPs) that impact operation of GSC improvement components
 - 2. Prepare SOPs for unit processes impacted by the GSC improvements project. SOPs will be developed using the plant's existing format. Furnish 10 copies to the CITY for review. Respond to and incorporate CITY review comments. Prepare the SOPs using Microsoft Word 2007 or greater. Furnish 50 copies of the final SOP's and deliver the electronic files of the SOPs on CD. The SOPs will contain information related to the following components:
 - i. System Overview
 - ii. Process Control
 - iii. Control System
 - iv. Design Criteria
 - v. Equipment Specifications
 - vi. System Operating Procedures
 - vii. System Troubleshooting Guide
 - c. Process Training.
 - 1. Prepare and deliver operator training in training modules.
 - 2. The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
 - 3. Prepare a training manual for each of 25 students.

4. The operations specialist shall attend the Contractor's vendor training. The operations specialist shall review the training for conformance with the Contract Documents.
 5. For training courses, apply and submit documentation of attendance for IDEM continuing education credits.
 6. During process training, the WAS Thickening processes will be discussed
 7. Provide operational flow chart outlining the operational strategies for the WPCP. The operational flow charts will provide a holistic view of operations of the facility for dry weather and wet weather periods.
- d. Startup Services.
1. Assist the Engineer in preparing startup plans to coordinate the responsibilities of the Contractor, Programmer, and the CITY at the time when construction is complete on each individual component of the project and the facilities are ready for operation.
 2. Startup plan shall include components related to the construction sequencing of the GSC improvements project. The plan will outline how operations will evolve as the various components of the project are completed. Intermediate and final operational strategies will be discussed as part of the overall startup plan.
 3. Provide startup operation services by the operations specialist to assist in the startup of the facilities.
 4. Provide process control troubleshooting services during startup of improvements.

D. SCHEDULE

A preliminary design schedule acceptable to the CITY and the DESIGN ENGINEER shall be submitted within 30 days of the notice to proceed with a final design schedule submitted within 60 days of NTP. Design shall be coordinated with the GSC Provider's schedule and all work shall be completed prior to December 31, 2015. The schedule shall be coordinated with the GSC Provider's schedule. Notice to Proceed is anticipated on April 3, 2013. The GSC Provider's (Contractor's) construction phase of this project is expected to begin during the second quarter of 2013 and be substantially completed not later than December 31, 2015. The schedule is based on receiving prompt review, receiving information to be provided by the CITY in Part II of this Agreement, and approvals from City agencies, Program Manager, and GSC Provider (2-weeks per review are included in the schedule for reviews).

E. CONTINGENCY ALLOWANCE TASKS:

Contingency items including items identified as Optional Services are authorized by the PROGRAM MANAGER and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 1.1.g – Construction Schedule QA/QC Reviews by Scheduling Consultant.
- Task 1.1.h – Constructability Reviews.
- Task 1.2.g – Value Engineering Assessments.
- Task 3.1 – Digester Gas Use Alternative Assessments.
- Task 4.A.6 – Utility locates by utility location firm.

Contingency items including items identified as Optional Services are authorized by the Task 7 Lead Firm and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 7.2 – Operation and Maintenance (O&M) Manuals.
- Task 7.3 – Operational Procedures and Training Services

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

Provide DESIGN ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

Provide DESIGN ENGINEER with electronic copies of ortho aerial photography, GIS base map information (AutoCAD format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 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 Zach Schortgen, P.E.

C. DECISIONS

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

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 \$560,688.00 as summarized in attached Attachment 1.

DESIGN 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 costs incurred for the project will be invoiced at cost. These may include, but not limited to: shipping charges, printing services; special supplies not furnished by the City; or traveling and lodging expenses, as required, to perform duties. Mileage for travel will be billed at the IRS business rate per mile for automobile. Subconsultants will be marked up a maximum of 10%.

B. BILLING AND PAYMENT

1. Timing/Format

- a. DESIGN ENGINEER shall invoice City by the 10th of each month 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. Supporting documentation shall be established before the DESIGN ENGINEER'S first invoice. In the event the CITY disputes any invoice item, the CITY shall give DESIGN ENGINEER reasonable written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to DESIGN ENGINEER the undisputed portion of the invoice according to the provisions hereof.
- b. City shall pay DESIGN ENGINEER approved invoices within 30 days of the established due. If the CITY fails to pay any invoiced amounts within 30 days, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item, which is finally resolved in the CITY's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

2. Billing Records

DESIGN ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices.

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 DESIGN ENGINEER and CITY. DESIGN ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

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

4. **DELAYS.** If events beyond the control of DESIGN 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, DESIGN 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 DESIGN ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

DESIGN 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, DESIGN 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 DESIGN 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 DESIGN ENGINEER is supplied for the general guidance of the CITY only. Since DESIGN ENGINEER has no control over competitive bidding or market conditions, DESIGN ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** DESIGN 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 DESIGN 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 DESIGN ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** DESIGN 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
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, DESIGN 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 DESIGN 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 two times the DESIGN ENGINEER'S compensation as set forth in Part III of this Agreement. 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 DESIGN ENGINEER safe access to any premises necessary for DESIGN 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 DESIGN ENGINEER'S performance under this Agreement shall expire one year after Project Completion.

21. **CONSENT DECREE NOTIFICATION.** DESIGN 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. DESIGN 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, DESIGN ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within DESIGN 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, DESIGN

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 DESIGN 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 DESIGN 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*

Project Management/Coordination Schedule & Meetings – (Tasks 1 & 2)

For Services outlined in Tasks 1 through 2 (excluding Optional Services listed below) a fee of:

Task 1: Project Management / Coordination \$ 36,150

Task 2: Project Schedule and Review Meetings \$ 33,860

Design Phase – (Tasks 4 through 5)

For Services outlined in Tasks 4 through 5 (excluding Optional Services listed below) a fee of:

Task 4: Preliminary Engineering \$ 72,035

Task 5: Final Design \$ 206,510

Pricing & Bid Review of Provider - (Task 6) \$ 6,080

WAS Thickening Design Engineer Services During Construction - (Task 7) \$ 156,053

Contingency Allowance - As authorized by PM

For additional and/or Optional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :

\$ 50,000

TOTAL NOT TO EXCEED FEE: \$ 560,688

*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</u>
Principal / Project Director	\$220
Project Manager	\$185
Deputy Project Manager	\$175
Engineering Manager	\$165
Project Engineer	\$135
Senior Electrical Engineer	\$180
Electrical Engineer	\$145
Senior Instrumentation Engineer	\$180
Instrumentation / Configuration Engineer	\$145
Senior Mechanical Engineer	\$160
Mechanical Engineer	\$155
Technical Specialist	\$220
Quality Control Engineer	\$180
Engineering Technician	\$108
Word Processing/Clerical	\$75

The employee hourly rates above are valid until January 1, 2014. At that time, updated rates with justification for the adjustments may be submitted to the City for approval. Adjustment of the rates will be permitted only once each calendar year. If the City does not approve the rates, the Agreement may be terminated.

ATTACHMENT #3

SCOPE OF BASIC ENGINEERING SERVICES – DETAILED SCOPE, ASSUMPTIONS AND EXCLUSIONS

The City of Fort Wayne (Owner) hereby engages the Design Engineer to perform preliminary design, final design, contract document preparation and construction phase engineering, for the Fort Wayne City Utilities (FWCU) Water Pollution Control Plant (WPCP) Primary/Secondary Treatment and Digester Process Upgrades. The responsibilities of the Design Engineer are as indicated in the Responsibility Matrix included in Part I, Scope of Basic Engineering Services with primary responsibility for work associated with Waste Activated Sludge (WAS) Thickening Improvements, and responsibilities as supplemented as indicated, herein.

The Services to be performed by the Design Engineer shall include the following:

PHASE 1 – PROJECT MANAGEMENT, COORDINATION AND ADMINISTRATION

Task 101 – Project Management / Coordination

The Project Management Plan will be prepared at the commencement of the project. The Project Management Plan will include important project execution information for the project team such as project scope, budget, project schedule (in Microsoft Project), project organization and resources, project contacts and communication plan, project drafting memorandum, quality control, document control and Owner requirements.

Provide project supervision, direction, and coordination with the Owner's management and staff. Project administration and management also includes schedule development and updates in Microsoft Project, weekly status update emails, monthly progress reports, budget and schedule control, client coordination (such as periodic progress reports, telephone conversations), design coordination with other project elements and the GSC Provider, maintenance of records (such as files, calculations, meeting summary notes), coordination of activities, project close-out and project billings.

Deliverable: Project Schedule and Progress Reports.

Meeting/Workshop: Project Schedule will be reviewed with the Owner on approximately a monthly basis or as requested by the Owner.

Task 102 – Preliminary Investigation and Data Review

Review existing data, available reports, and drawings, including the 1998 Facilities Planning Study, 2006 Anaerobic Digestion Preliminary Engineering Report, 2009 Treatment Complex Master Plan, 2011 Hydraulic and Process Analysis and Effluent Pump Station Evaluation, and 2012 Digester Master Planning – Phase 1 Draft Master Plan. Identify additional data requirements.

Deliverable: Data and Information Request Memorandum, if required.

PHASE 2 – SCHEDULE AND REVIEW MEETINGS

Task 201 – Review Meetings

The following meetings will be conducted:

- One Project Initiation meeting will be held with the Owner. The meeting will be held to confirm the Scope of Services, to ensure goals and objectives for the project are understood, and to define the lines of communication. Specific details of the project and Owner requests for the Primary/Secondary Treatment and Digester Process Upgrades project will be discussed. A site visit will be made following the meeting to obtain additional information.
- One Basis of Design review meeting following submission of the Basis of Design Memorandum.
- Up to three progress and information gathering meetings, to review the design and status of the project with the Owner, will be held during this phase at the Owner's offices. Meetings will correspond with the 30, 60 and 90 percent completion milestones.

The review meetings will be one day workshops and will be held at the Owner's offices or at the WPCP.

Deliverable: Meeting agendas will be prepared in advance and meeting summary notes will be issued for distribution within seven days after each meeting.

PHASE 3 – PLANNING / STUDY

Not Used.

PHASE 4 – PRELIMINARY ENGINEERING

Task 401 – Site Investigations

Design Engineer will perform site investigations including:

- Electrical service evaluation.
- Instrumentation and controls evaluation.
- Utilities evaluation.
- Develop a geotechnical plan and obtain preliminary geotechnical information through geotechnical investigations.

Task 402 – Subconsultant Services Administration

Geotechnical Services

The geotechnical engineering services, including exploratory work, laboratory and field testing, and professional guidance and professional interpretations of the exploratory and test data will be provided through a subcontract. Drilling and exploratory work will only proceed after the Owner has given approval.

The services will include:

- Geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which are required to provide information required for design. The scope is based on one boring at the WPCP site.
- A geotechnical report by a qualified geotechnical firm interpreting the data from the exploratory work and testing, and establishing anticipated site conditions. The report will indicate type and performance of subsurface material that is expected to be encountered and types of excavations to be anticipated, and recommendations for footings and foundations for expansion of the WAS Thickening Building, if determined to be required during subsequent tasks.

Design Services

The design of the WPCP Primary/Secondary Treatment and Digester Process Upgrades project will include new facilities at the WPCP. Portions of the structural, architectural, site design, piping design assistance and process design may be performed utilizing subcontracts. Quality control reviews of each subconsultant's products will be performed by the Design Engineer prior to submittal to the Owner.

Task 403 –Basis of Design Memorandum

Prepare a Basis of Design Memorandum (BDM) for the project to provide preliminary design information and project direction for use by Engineer and the Owner. The BDM will establish process, structural, civil, mechanical and architectural design criteria, electrical and instrumentation philosophy, preliminary controls description, HVAC and plumbing design criteria, structural design criteria, and other important project information. Eight copies of the BDM will be provided to the Owner for review. Owner's comments will be addressed and incorporated as necessary, and eight copies of the final BDM will be submitted with the 30 percent design deliverables.

The facilities will be based on the following preliminary design information:

- Identify selection criteria and develop recommendations for process equipment including, but not limited to: sludge thickening equipment (gravity belt thickeners, rotary drum thickeners, belt filter presses, or replacement centrifuges) thickener feed pumps, thickened sludge pumps, and WAS thickening polymer system. Recommendations and design criteria for odor control can be provided as a supplemental service.
- Develop design criteria for the WAS Thickening Building, including all architectural, structural, mechanical, HVAC/plumbing, electrical, and instrumentation and controls. To establish the basis of the Scope of Services, it is assumed that the WAS Thickening Building will not require expansion and that new process equipment will be located inside the limits of the existing building.
- Modifications to the Control Room including removal of the existing control and electrical panels, removal and patching of existing access hatch, removal of existing Control Room walls, doors and windows, and replacement with a concrete masonry wall, window for viewing the Thickener Room, new exterior door to the Control Room and a new floor access hatch. To establish the basis of the Scope of Services, it is assumed that the WAS Thickening Building meets applicable building and electrical code requirements. More extensive building WAS Thickening Building modifications can be provided as a supplemental service.
- HVAC upgrades including the addition of ventilation, (roof-mounted equipment and ductwork), new gas heating system in the Thickener Room and air conditioning in the Control Room. More extensive HVAC improvements can be provided as a supplemental service.
- Identify preliminary list of permit requirements
- Electric and manual valves
- Conduct geotechnical investigations and prepare a geotechnical data report

- Develop site plan, layouts and sections of the WAS Thickening Building, and architectural elevations
- Develop preliminary electrical one-lines
- Develop preliminary process and instrumentation diagrams (P&IDs)
- Develop preliminary control block diagram
- Prepare preliminary controls descriptions

Deliverables: Basis of Design Memorandum including electrical one-lines, P&IDs, process control descriptions, and preliminary drawings. Division 01 - General Requirement specifications.

PHASE 5 - DETAILED DESIGN

Task 501 – Detailed Design and Construction Documents Preparation

Construction Documents consisting of drawings and technical specifications for construction of the WAS Thickening Improvements project element will be prepared. Specifications will be in MasterSpec 2010 Edition format.

The technical specifications will include WAS thickening equipment, three thickened sludge pumps, polymer feed system, piping, pipe supports, painting, building materials, concrete, electrical, instrumentation, HVAC, plumbing, valves, leakage and pressure testing requirements, training, construction sequencing plan and general requirements as required.

Construction Documents will be submitted to Design Engineer quality control engineers at each completion milestone for quality control review and assurance. Review will cover conformance to standards, completeness, adherence to sound engineering practices, and constructability.

Provide up to eight sets of the deliverables to the Owner at 30, 60, and 90 percent completion milestones for review and comment. Owner will provide any comments to the Engineer within two weeks of receipt of the drawings and specifications.

Engineer will finalize the Construction Documents to incorporate Owner's comments. Engineer will deliver one electronic set of final sealed contract documents, sealed by a registered Professional Engineer in the State of Indiana, in PDF for Owner's use in constructing the project. Owner will provide Engineer one half-size set of drawings, one full-size set of drawings, and one set of specifications following reproduction by the Owner.

Deliverables:**Level 1 Documents (30 Percent Complete)**

- Final Basis of Design Memorandum
- Civil and mechanical process plans depicting general building layouts and piping improvements
- Preliminary structural building plans and standard details
- P&IDs
- Power Distribution Functional Diagram
- Control System Block Diagram
- Preliminary Control Descriptions
- Major equipment preliminary specifications
- Front End Documents

Level 2 Documents (60 Percent Complete)

- Civil and mechanical process plans and sections depicting general building layouts and piping improvements.
- Preliminary Chemical Feed System Plans
- P&IDs
- Power Distribution Functional Diagram
- Control System Block Diagram
- Control Descriptions
- Preliminary Electrical Power Plan and One-Line Diagrams
- Major equipment specifications
- Front End Documents

Level 3 Documents (90 Percent Complete)

- Civil and mechanical process plans and sections depicting general building layouts and piping improvements
- Chemical Feed System Plans and Details
- P&IDs and Details
- Power Distribution Functional Diagram
- Control System Block Diagram
- Control Descriptions including flow chart control strategy
- Electrical Power Plan and One-Line Diagrams
- Technical specifications
- Front End Documents

Level 4 Documents (Final Construction Documents)

The Level 4 Documents deliverable will include the final construction drawings and technical specifications for the project. The final construction documents will be sealed by an Engineer registered in the State of Indiana.

Task 502 – Permits Acquisition Assistance

Provide assistance to Owner in securing permits from State and local agencies and utilities for the construction of the project. Permit acquisition assistance will include the following permits:

- IDEM Construction Permit.
- Indiana Department of Homeland Security State Design Release.

Assistance will be provided as follows:

- Complete permit applications. The Owner will be responsible for all permit fees and application costs.
- Prepare applications, exhibits, drawings and specifications as necessary for execution and submittal.
- Furnish additional information about the project design required for permit approvals.
- Provide the proper number of Contract Documents, sealed by a registered Professional Engineer in the State of Indiana, to the agencies necessary for review and application purposes.
- Prepare draft letters to agencies for Owner's use.

PHASE 6 – PRICING/BIDDING ASSISTANCE

Refer to Part I, Scope of Basis Engineering Services.

PHASE 7 – CONSTRUCTION PHASE SERVICES

The Owner hereby engages Design Engineer to provide engineering design services during construction of the project to ensure conformance with the Water Pollution Control Plant Primary/Secondary Treatment and Digester Process Upgrades Construction Documents (hereinafter referred to as Construction Documents) and to provide a means of Construction Document interpretation.

Task 701 – Preconstruction Conference.

At a date and time selected by the Owner and at a facility provided by the Owner, the Design Engineer will participate in the preconstruction conference facilitated by the Owner's Engineer. The preconstruction conference will include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

Task 702 – Progress Meetings, Coordination Meetings and Site Visits

Attend up to 18 progress meetings at the construction site during onsite construction activities to review Contractor's progress of the Work, discuss upcoming work, and consult with the Owner and Contractor concerning problems. The Owner's Engineer will preside at the meetings and will be responsible for preparing and distributing meeting minutes.

Design Engineer will participate in up to four Instrumentation and Controls coordination meetings with the Owner, selected Contractor and System Supplier and Programmer. The meetings will be in the Owner's facilities. The Contractor will prepare the meeting agenda in advance, supply materials for the meeting, and issue meeting summary notes for distribution after the meeting. Incorporation of changes or modifications to the Contract Documents recommended by the Contractor or additional meeting attendance may be provided as a supplemental service. The four coordination meetings will be attended by the Project Manager and Senior Instrumentation Engineer.

The Design Engineer will make periodic visits to the construction site when requested by the Owner to observe construction and confer with Owner and Contractor concerning problems and/or progress of the Work. The scope is based on up to 18 one-day site inspections, for review of design related construction issues at times corresponding to monthly construction progress meetings. Additional site visits may be provided as a Supplemental Service, at times as requested to the Owner.

The Design Engineer shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Design Engineer. This service will in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance to the Contract Documents. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Task 703 – Construction Administration.

The Design Engineer will perform construction administration services during the construction phase of the project. By performing these services, the Design Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, except as provided in the Scope of Services. In addition, Design Engineer shall not be responsible for the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, except as provided in the Scope of Services. Design Engineer shall notify Owner of any failure of the Contractor to conform to the Contract Documents which becomes known to Design Engineer in performing Design Engineer's obligations hereunder.

The following engineering services will be provided under this task:

- Review and comment on the Contractor's initial and updated construction schedule and advise the Owner and Owner's Engineer as to acceptability. Analyze the Contractor's construction schedule, activity sequence, and construction procedures as applicable to the Owner's ability to keep existing facilities in operation and for conformance with the Contract Documents.
- Interpret Construction Documents when requested by the Owner or Owner's Engineer. Design Engineer will provide responses for requests for information from the Owner's Engineer within five business days of receipt. Responses to requests that involve input from the Owner or Owner's Engineer may extend longer than five business days
- Assist Owner in review of work change directive requests by the Contractor and assist in preparing proposal requests to the Owner's Engineer for changes in scope, if required. Owner and Owner's Engineer will prepare and process work change directives, if required.
- Initially act on behalf of the Owner regarding claims by the Contractor relating to additional work or the interpretation of the requirements of the Construction Contract Documents pertaining to the execution and progress of the work. Assist Owner and Owner's Engineer with review of Contractor's claims, preparation of a written response to the Owner rendering Design Engineer's opinion, assisting Owner with preparation of a written response to the Contractor, and attending one meeting per

claim. To establish the basis of level of effort for the Scope of Services, it is assumed that Scope is based on providing assistance on up to two claims.

Task 704 – Shop Drawings Reviews

Review shop drawings and other data submitted by the Contractor as required by the Construction Documents to the Owner's PMIS and provided to the Design Engineer by the Owner's Engineer. Design Engineer will review up to 80 submittals and 40 resubmittals. The Design Engineer's review shall be for general conformity to the Construction Documents for the project and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Task 705 – Final Inspection

Upon notice of substantial completion from the Contractor through the Owner's Engineer, conduct a final inspection. Assist Owner's Engineer with preparation of a punchlist of items to be completed or corrected by the Contractor before final completion of the project. Submit list of items observed to Owner and Owner's Engineer for incorporation into the punchlist. Owner and Owner's Engineer will delivery punchlist to Contractor.

Task 706 – Revise Construction Contract Drawings

Upon completion of the project, revise the construction contract drawings to conform to the construction records. Revisions to the construction contract drawings will be provided by the Contractor. Submit four half size copies of the conformed-to-construction drawing prints and an electronic copy on compact disc to Owner. Electronic copy shall be AutoCAD and PDF files.

Task 707 – Instrumentation and Controls Factory Acceptance Test Assistance

Design Engineer will attend the factory acceptance tests to witness the testing of the PLC panels in the Contractor's Instrumentation System Supplier's facility. Panel fabrication quality will be verified, and any defective work will be noted and communicated to the System Supplier and Contractor via the Owner's Engineer for correction. The services include one trip and up to one day of testing at the System Supplier's facility located in Indiana.

Task 708 – Instrumentation and Controls Site Acceptance Test Assistance

Design Engineer will provide up to three, one-day, trips of on-site assistance to witness the SCADA demonstration by the Contractor during the Site Acceptance Test. During the Site Acceptance Test, the Contractor will demonstrate the functionality of all control loops into and out of the SCADA system PLCs. Any defective work will be noted and communicated to the System Supplier and Contractor via the Owner's Engineer for correction. Design Engineer will re-verify any items to be corrected during a subsequent site visit. If the Site Acceptance Test is terminated due to problems caused by the System Supplier or Contractor, attendance by the Design Engineer at a second Site Acceptance Test can be provided as a supplemental service. The Contract Documents will require the Contractor to reimburse the Owner for additional costs of a second Site Acceptance Test.

CONTINGENCY ALLOWANCE SERVICES

Included in the Scope of Basic Engineering Services is a work allowance for additional or unforeseen services, which may include, but not be limited to, tasks identified in the Part I, Scope of Basic Engineering Services, or one or more of the following optional tasks that may be selected by the Owner. Selection of an optional task must be authorized by the Owner's Project Manager or Program Manager upon mutual agreement to the billing amount and Scope of Services for the identified task. Selection and mutual agreement of an optional task shall not cause the Total Not to Exceed Fee for the project to be exceeded.

Process Performance Training Assistance and Operations Manual

Design Engineer may perform Process Performance Training Assistance for the Owner's Water Pollution Control Plant (WPCP). The Services may include assisting the Owner with optimizing the new facilities and processes at the WPCP, providing operator training and preparing a Standard Operating Procedures for the new facilities including digesters; digester pump station; WAS thickening; biogas cleaning, methane compression and utilization; and CEPT process.

Startup and Commissioning Assistance

Design Engineer may perform Startup and Commissioning Assistance for the new equipment, including, but not limited to, digester, digester pump station, WAS thickening, and methane compression and utilization facilities at times authorized by the Owner. The Services may include assisting the Owner with startup of the previously listed facilities including the digester pumps, WAS thickening equipment, methane utilization

equipment, methane compression equipment and chemical feed systems. These services are in addition to the Contractor's startup services.

Additional Modifications to the WAS Thickening Building

Design Engineer may perform additional building modifications to the WAS Thickening Building, other than those listed, including but not limited to expansion of the existing building footprint, new foundations, .

SUPPLEMENTAL SERVICES

Any Work requested by Owner which is not included in the Requested Services as described herein will be considered a Supplemental Service to this Engineering Services Agreement and may be added to the Scope upon mutual agreement to an increase in the maximum billing amount.

Supplemental Services include, but are not limited to:

- A. Any meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the project, other than those specifically noted.
- B. Any appearances at any public hearings or before special boards, other than those listed.
- C. Special consultants or independent professional associates requested or authorized by Owner.
- D. Any start-up services including facility operation and maintenance manual (in addition to the equipment operation and maintenance manuals provided by the Contractor), other than those specifically noted.
- E. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with the project.
- F. Provisions, through a subcontract, to provide photographs or videotapes of the site's topographic and infrastructure features.
- G. An environmental assessment report and/or environmental impact statement as requested by Owner or required by review agencies.
- H. Provisions, through a subcontract, to provide any special reports or studies on materials and equipment requested by Owner.
- I. Monitoring site or adjacent sites for air quality and/or noise.

- J. Provisions to prepare or conduct confined space evaluation or permits.
- K. Preparation of Opinion of Probable Construction Cost for the proposed improvements.
- L. Providing written procedures, training, physical assessment, or any other Health and Safety provisions that may be required in the event hazardous materials are encountered.
- M. Development of hazardous waste treatment, mitigation or reduction systems for handling hazardous materials found or generated on the project.
- N. Review of additional submittals, requests for information and change order requests beyond those included in the Scope of Services.
- O. Revisions to additional Owner drawings other than those specifically noted.
- P. Configuration services to develop SCADA HMI servers or updating SCADA HMI software.
- Q. SCADA Configuration Services and PLC and operator workstation and server graphics programming.

CITY OF FORT WAYNE, INDIANA

Black & Veatch Corporation
(Vendor Name)

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 Sections 1 and 2 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% (See below)

The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds 82% of the common shares of the Black & Veatch Holding Company (the Company) as of June 30, 2012. The ESOP shares are held in trust for the plans 6,000 participants by the program's trustee, GreatBanc Trust Company. Aside from the ESOP, as of June 30, 2012 only one individual holds over 5% of the voting shares of the Company. Len Rodman, CEO and Chairman holds 6.9%.

(ii) Distributable income share exceeding 5% ()

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

Name: GreatBanc Trust Company Name: Len Rodman

Address: 801 Warrenville Road, Suite 500, Lisle, IL 60532 Address: 11401 Lamar Avenue,
Overland Park, KS
66211

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship () stock (x) 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 (not applicable for vendors who file a 10K)

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

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).
- City Utilities – Three Rivers Filtration Plant UV Disinfection – Andrew Schipper
 - City Utilities – Parallel Interceptor Evaluation Study – Kelly Bajic
 - City Utilities – WPCP Control Measure 2 Permitting Support – Andrew Schipper
 - City Utilities – WPCP 85 MGD Value Engineering and Contract Coordination – Zach Schortgen
 - City Utilities – Three Rivers Filtration Plant UV Disinfection SCADA Server Improvements – Andrew Schipper
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No. x

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).

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:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure

VENDOR DISCLOSURE STATEMENT FORM
00 45 52-2

Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

- b. 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;
- c. 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;
- d. 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; and
- e. 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)

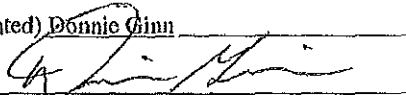
5750 Castle Creek Parkway North, Suite 245
Address
(317) 570-8331
Telephone
ginndh@bv.com
E-Mail Address

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) Donnie Ginn

Title Associate Vice President

Signature



Date 2/28/13

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

PROFESSIONAL SERVICES AGREEMENT

WPCP Primary/Secondary Treatment and Digester Process Upgrades

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 East Berry Street
Fort Wayne, IN 46802

and

Symbiont Science, Engineering, and Construction, Inc. ("DESIGN ENGINEER")
3850 Priority Way South Drive
Suite 210
Indianapolis, IN 46240

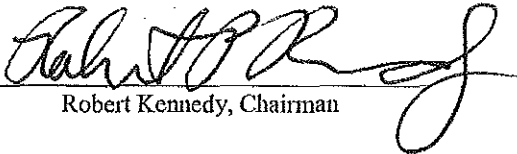
Who agree as follows:

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

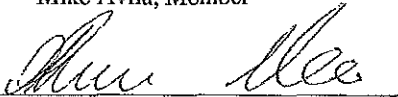
APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert Kennedy, Chairman

BY: _____
Mike Avila, Member

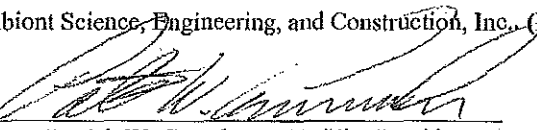
BY: 
Kumar Menon, Member

ATTEST: 
Victoria Edwards, Clerk

DATE: March 6, 2013

APPROVED FOR DESIGN ENGINEER

Symbiont Science, Engineering, and Construction, Inc., (DESIGN ENGINEER)

BY: 
Patrick W. Carnahan, P.E., Vice President

DATE: 2/27/13

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

DESIGN 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, architectural, geotechnical, structural, process-mechanical, building mechanical (HVAC, plumbing, fire protection), instrumentation and control, and electrical engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Upgrades to the Water Pollution Control Plant (WPCP), Primary & Secondary treatment processes, including coordination of Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, Digester 5 Upgrades, and design of additional components including the West Digester Complex Improvements, a Digested Sludge Pumping Station, Waste Activated Sludge (WAS) Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

The instrumentation and control part of this project includes (1) new Allen Bradley ControlLogix PLC equipment for the additional facilities to be provided with the Digested Sludge Pumping Station and Methane Utilization Improvements, (2) use of the existing Allen Bradley ControlLogix PLC equipment for the facilities to be provided for the West Digester Complex and Digester Gas Compression and Storage Improvements, and (3) replacement of existing Modicon PLC equipment with new Allen Bradley ControlLogix PLC equipment as part of the WAS Thickening Improvements.

In this Agreement the terms Digester Complex or Digester Complex Project Elements refers to the following components of the project: West Digester Complex Improvements, Digested Sludge Pumping Station, WAS Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

Design of the Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, and Digester 5 Upgrades components of the project has been, or will be, performed under a separate agreement with the City and is not part of this Agreement. Design of the West Digester Complex Improvements, the Digested Sludge Pumping Station, the WAS Thickening Improvements, the Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements will be performed as part of this Agreement.

C. SCOPE OF WORK

The duty of the DESIGN ENGINEER is to develop final construction documents. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the DESIGN ENGINEER. The DESIGN ENGINEER shall develop and provide the services described in the following sections. The DESIGN ENGINEER is part of a larger team working integrally for the design of the WPCP facilities. The responsibilities of the DESIGN ENGINEER are as indicated on the Responsibility Matrix. The term Lead Firm refers to the DESIGN ENGINEER with whom the responsibility for the completeness and accuracy of the work identified for Tasks in the Responsibility Matrix resides. The term Support Firm refers to DESIGN ENGINEERS that contribute expertise and input to the Lead Firm but does not have responsibility for the final product. As the Program Manager, ARCADIS will provide overarching scope, schedule, budget and quality oversight. Additional detail on the scope of services including assumptions and exceptions is provided in ATTACHMENT 3.

Table 1. Responsibility Matrix

Task / Item	Lead Firm	Support Firms
Task 1 Project Management / Coordination		
Scheduling, Budgeting and Reporting	ARCADIS	
Design Coordination	Per Agreement	ARCADIS
Specification Coordination	ARCADIS	Donohue
IDEM Air Permitting	ARCADIS	Donohue and Wessler
IDEM / IDNR Permitting	ARCADIS	
Task 2 Element Schedule and Review Meetings		
Design Schedule	ARCADIS	
Kickoff Workshop	ARCADIS	
All WAS Thickening Workshops	Black & Veatch	
Digester Complex Design Basis Review Workshop	Donohue	
Digester Complex 30% Design Review Workshop	Donohue	
West Digester Complex & Methane Compression		
60% Design Review	Symbiont	Donohue
90% Design Review	Symbiont	Donohue
Digested Sludge Pump Station & Methane Utilization		
60% Design Review	Wessler	Donohue
90% Design Review	Wessler	Donohue
Workshop Notes	Workshop Lead Firm	
Task 3 Planning / Study		
Optional service	ARCADIS	
Task 4 Preliminary Engineering		
Digester Complex	Donohue	Wessler Symbiont DLZ American Structurepoint
WAS Thickening	Black & Veatch	Donohue
Task 5 Final Design and Permitting		
Digester Complex		
Structural Base Files	Donohue	
Process-Mechanical Base Files	Donohue	
West Digester Complex & Methane Compression		
All Disciplines Except Site Civil	Symbiont	Donohue
Site Civil	DLZ	Donohue and Symbiont
Digested Sludge Pump Station & Methane Utilization		
Process-Mechanical	Wessler	Donohue
Electrical and Instrumentation & Control	Wessler	Donohue
Architectural-Structural	American Structurepoint	Donohue
(includes new stairwells at digesters)		
HVAC and Plumbing	Donohue	Wessler
Site Civil	DLZ	Donohue and Wessler
WAS Thickening		
All Disciplines Except Site Civil	Black & Veatch	
Site Civil	DLZ	Black & Veatch
Task 6 Pricing / Bidding Reviews from Provider		
GSC Contingency Management	ARCADIS	
Pricing / Bidding Reviews	Design phase lead	ARCADIS Donohue
Task 7 Design Services During Construction		
WAS Thickening	Black & Veatch	

Task 1 - Project Management / Coordination

1. Scheduling, Budgeting and Reporting

- a. **Master Scheduling.** Maintain the Master Schedule to identify critical path projects and interfaces. The Master Schedule will be tied to a work breakdown structure (WBS) that identifies each WBS element on a common time scale, and shows interrelationships and dependencies among these elements. Each task will be indicated with start and finish dates and durations. Key milestones and interface events will be highlighted.
- b. **Master Design Budget.** Maintain the Master Design Budget for all work to be performed under this contract. Prepare monthly cash flow reports as a part of the project invoicing.
- c. **Bi-weekly Meetings.** Organize and participate in bi-weekly meetings with the City's PM as others as required. Meeting agenda includes progress since last meeting, updates on schedule and budget and discussion on any technical issues.
- d. **Bi-weekly WPCP Meeting.** Organize and participate in bi-weekly meeting with the WPCP Superintendent, City's PM, GSC Provider and others as required. Meeting agenda includes status of the individual work items, construction sequence, construction issues and operations coordination.
- e. **Monthly Performance Update.** Provide monthly performance updates consisting of the project and activity status, revised to reflect the actual conditions as part of the monthly invoicing.
- f. **Public Annual Report.** Support the development of the CU Annual Report. PM will provide text, graphic and data to report the status of the CSO LTCP and CD compliance.
- g. **CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Construction Schedule QA/QC Reviews.** Provide monthly design and construction schedule reviews and analysis to verify interrelationships and dependencies among project work elements, identify critical path and overall schedule compliance, and provide recommendations related to scheduling compliance with Consent Decree completion date(s). This service will be provided by a Scheduling Consultant.
- h. **CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Constructability Reviews.** Conduct a full constructability and construction schedule review of each project at mutually agreed design stage.

2. Design Coordination

- a. Lead Firm shall provide to the Program Manager reviewed and coordinated contract documents including drawings, technical specifications, construction sequences and constraints, and other documents necessary for agency review and approval and construction by the GSC Provider.
- b. Lead Firm shall provide to the Program Manager all requests to the CITY for review record drawings, files, and other existing system documents appropriate for design purposes.
- c. Lead Firm shall coordinate site visits through the Program Manager to obtain information necessary for design purposes.
- d. Specifications will be prepared with Microsoft Word 2007 or greater and delivered in both Word and .pdf..
- e. Drawings will be prepared for producing 22" x 34" full-scale and 11" x 17" reduced-scale plan sets.
 - Digester Complex drawings will be prepared in accordance with Donohue graphics standards and CITY requirements. These include use of AutoCAD 2012 and AutoPlant 3D Piping. Site civil drawings will be developed with AutoCAD Civil 3D 2012. Donohue will develop structural drawing base files, process-mechanical drawing base files, and border files during Preliminary Engineering and maintain these files throughout Final Design. Base files include overall facility plans and sections. Base files do not include enlarged, partial plans and sections necessary for Final Design detailing. Process-mechanical base files include piping that is 6 inches in diameter and larger. Process-mechanical base files do not include piping that is smaller than 6 inches in diameter. DESIGN ENGINEER will prepare construction drawing as required in Task 5. Donohue will provide final coordination and production of graphics deliverables for the Digester Complex throughout Preliminary Engineering and Final Design.
 - WAS Thickening drawings will be prepared in accordance with Black & Veatch graphics standards and CITY requirements.

- f. Lead Firm shall perform quality reviews for their services throughout the duration of the project.
- g. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Value Engineering Assessments. Organize and coordinate Value Engineering (VE) workshops for preliminary designs developed during the Preliminary Engineering Report phase. Only projects exceeding a selected cost threshold will be scheduled for VE analysis.

3. Specification Coordination

- a. Develop Master Div 01 Specifications . Distribute Master Div 01 Spec to final designers for use in construction document development.
- b. Review and coordinate Div 01 specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications for sections that are common to each new project element (component). Titles and specification numbering shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections for each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.
- c. Review and coordinate technical specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications that are common to each new project element (component). Titles and specification numbering will be reviewed and shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections that are unique to each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.

4. IDEM Air Permitting

- a. Review project elements and schedule to determine the type and extent of air permitting required. It is assumed that a new air permit will be required.
- b. Program Manager to perform the required calculations and complete the permit application with input from Methane Utilization Design Engineer.
- c. Interact with IDEM to secure the air permit including responding to written questions and attending up to two meeting.
- d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne.

5. IDEM Permitting

- a. Review project elements and schedule to determine the type of permits required. It is assumed that an IDEM construction permit and IDNR floodplain permits will be required.
- b. With input from the final designers and GSC provides (as appropriate), perform the required calculations and complete the permit applications
- c. Interact with permitting agencies to secure the permits including responding to written questions and attending up to two meeting.
- d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne. The cost for this task will be handled via existing contracts.

6. Guaranteed Savings Contract Final Cost Pricing / Bidding Review

- a. Provide GSC final cost and bidding review services as stated in Task 6.

Task 2 - Element Schedule and Review Meetings

- 1. Prepare element design schedule. Lead Firm to prepare and maintain an individual element design schedule as a part of the greater Master Schedule. Lead Firm to send an email update by the end of the

day on each Friday to the Program Manager as to what work was performed that week and what work is projected for the upcoming week.

2. Conduct a Kickoff meeting/workshop with City staff at City's office.
3. Conduct one Design Basis Review meeting/workshop
4. Task 4 Lead firm to conduct one review meetings/workshops – proposed to occur as part of the CITY'S review of the 30% design drawings.
5. Task 5 Lead firm to conduct up to two (2) review meetings/workshops – *proposed* to occur as part of the CITY'S review of the 60%, and 90% design drawings.
6. Task 5 Lead firm to conduct one (1) flow chart meeting near the end of the Final Design phase to review process control requirements. These meetings/workshops are held at the City's office.
7. Keep the minutes of the Kickoff, Design Basis Review, and Progress Review Meetings and distribute these minutes within 7 days of the respective meetings. A maximum of five (5) meetings are included in the scope of work.

Task 3 – Planning / Study

A. Digester Gas Use Alternative

1. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Digester Gas Use Alternative: As an alternative to producing electricity and useable heat with the use of microturbines or engine-generators operating on digester gas, evaluate an alternative to produce compressed digester gas for use in CITY vehicles.

Task 4 – Preliminary Engineering

A. Digester Complex Project Elements (West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I)

1. Expand the WPCP process model prepared during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Digested Sludge Forcemain
 - b. Gravity water line, W3 booster pump station and pigging station
3. Conduct Workshops to review the results of the Digester Gas Utilization evaluation performed under Task 3.1 (if authorized) and to review the design basis prepared under Task 4.A.2.
4. Provide necessary topographic surveys. The CITY will provide to ENGINEER files of recent topographic and mapping survey data. Detailed scope and fee to be determined at the time of contracting. *(An allowance has been included for this service.)*
5. Conduct geotechnical investigation including drilling of soil borings and testing to determine existing soil types and profile, soil strengths, and other related properties necessary for foundation design. The CITY will provide to ENGINEER reports of previous geotechnical investigations. Detailed scope and fee to be determined at the time of contracting. *(An allowance has been included for this service.)*

6. CONTINGENCY ALLOWANCE OPTIONAL SERVICES: Utility Locates. Subcontract with qualified utility location firm to pothole or other underground exploration methods to adequately locate critical utilities.
 7. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshops.
 - i. Submit written responses to CITY with regard to 30% Design review comments.
 8. Incorporate CITY 30% Design review comments and direction received from 30% Design Review Workshops and prepare base sheets ready for Final Design.
- B. WAS Thickening Project Element**
1. Review the expanded WPCP process model prepared by Donohue during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
 2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Thickened WAS Force main
 3. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshop.
 - i. Submit written responses to CITY with regard to 30% Design review comments.

Task 5 – Final Design / Permitting

- A. West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I and WAS Thickening Project Elements
 1. Prepare and submit 60% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Conduct 60% Design Review Workshops.
 - e. Submit written responses to CITY with regard to 60% Design review comments.

2. Incorporate CITY 60% Design review comments and direction received from Workshops.
3. Prepare and submit 90% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Description of process control system functionality. The description shall include flow charts and narrative. The flow charts shall be to the level of detail prepared for the Three Rivers Filtration Plant North Pump Station Project and for the CSPS and Screenings Building Improvements Project.
 - e. Conduct Flow Chart meeting to review process control system functionality.
 - f. Conduct 90% Design Review Workshops.
 - g. Submit written responses to CITY with regard to 90% Design review comments.
4. Incorporate CITY 90% Design review comments and direction received from Workshops.
5. Prepare and submit 100% Design Documents.
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
6. Prioritize preparation of construction Contract Drawings to complete and release packages of documents necessary for construction to proceed before the entire design set of documents is complete. These need to be identified by the GSC Provider and agreed upon by the CITY and the DESIGN ENGINEER during design. Such early documents may include the following:
 - a. Construction Drawings and Specifications necessary to begin excavation and construction of foundations and base slabs.
 - b. Specifications for major equipment items to allow purchase orders to be issued.
7. Support the required permitting for IDEM, DNR and other agencies
 - a. Provide information as required in coordination with PM Team for IDEM air permitting.
 - b. Provide information as required in coordination with PM Team for IDEM construction, DNR floodplain and other permit requirements.

Task 6 – Pricing/Bidding Reviews from Provider

1. GSC Contingency Management
 - a. Track and manage the probable construction cost estimates against the contingency cost pool of the GSC contract.
 - b. Provide input and support for the review of design options relative to the impact on the GSC
2. Pricing / Bidding Reviews
 - a. Provide the requirements of the Pricing / Bid items including technical specifications, warranty requirements, start up requirements and O&M requirements.
 - b. In coordination with the award/selection process in the GSC contract, review the pricing/bid sheets for compliance with Task 6.1.a above
 - c. Provide recommendations to the City on the Pricing/Bids including missing items, under/over priced items and desirable add ons.

Task 7 – Construction Phase. (DESIGNER Services During Construction)

1. WAS Thickening Design Engineer Services During Construction

- a. The CITY will retain another firm to represent the CITY and act as the Engineer during construction. The DESIGN ENGINEER identified in this Agreement will provide services during construction in support of the Engineer during construction. During construction the DESIGN ENGINEER providing design services is referred to as the DESIGNER when providing construction phase services.
- b. General Administration of the Contract Documents. Consult with, advise and assist the Engineer in the Engineer's role as CITY's representative. DESIGN ENGINEER'S communications with the CITY and the GSC Provider (also referred to as the Contractor) shall be through, or with the knowledge, of the Engineer.
 - Pre-Construction Conference. Prepare for and participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer. DESIGNER attendance at the Pre-Construction Conference is an optional service under the control of the CITY.
- c. Visits to Site and Observation of Construction. In connection with observations of the work while it is in progress:
 - Make visits to the site at intervals as requested by the Engineer and at the monthly construction progress meeting in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by DESIGN ENGINEER are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on DESIGN ENGINEER's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, DESIGN ENGINEER will determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.
 - The purpose of DESIGN ENGINEER's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of DESIGN ENGINEER's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. DESIGN ENGINEER shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall DESIGN ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, DESIGNER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if DESIGN ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - Site Visits and Monthly Construction Progress Meetings: Attend monthly construction progress meetings and make site visits.
- d. I&C Coordination: Attend four (4) coordination meetings with the CITY and the Programmer selected by the CITY to program the new Allen Bradley PLC system. During the first

- coordination meeting, DESIGNER will review the functional description for the system prepared for the new Allen Bradley PLC system and clarify initial questions raised by the Programmer as to the design intent. The remaining three (3) meetings will be conducted to provide further clarification of intent of the functional description for the system as requested by the CITY.
- e. Process Control System Field Testing: Attend three (3) days of field testing of the process control system program to verify operation of the complete process control system for compliance with the established functional description of the system and design intent. Based on the testing, identify areas of the new process control system that do not comply with the established functional description of the system that will require re-programming.
 - f. Clarification and Interpretations; Field Orders. Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the CITY's Project Management Information System (PMIS).
 - g. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.
 - h. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. DESIGN ENGINEER has an obligation to complete submittal reviews within the time limits specified in the Contract Documents. The shop drawings will be transmitted electronically through the CITY's Project Management Information System (PMIS).
 - i. Substitutes: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.
 - j. Inspections and Tests. The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. DESIGN ENGINEER shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. DESIGNER shall be entitled to rely on the results of such tests.
 - k. Disagreements between CITY and Contractor. Assist the Engineer in rendering formal written decisions on claims of the CITY and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, DESIGN ENGINEER shall be fair and not show partiality to the CITY or Contractor and shall not be liable in connection with any decision rendered in good faith.
 - l. Record Drawings. Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Prepare record drawings with AutoCAD 2008 or greater. Furnish four copies of 11" x 17" record drawings. Furnish three copies of a CD that contains AutoCad and PDF files of the record drawings.
 - m. Substantial Completion. If requested by the CITY, make site visit(s) to participate in an inspection with the Engineer, the CITY, and the Contractor, to determine if the work is Substantially Complete. Provide recommendation to the Engineer relative to issuance of certificate of Substantial Completion. These services would be provided through the CITY Controlled Design/Construction Services Allowance.
 - n. Final Notice of acceptability of the work. If requested by the CITY, make site visit(s) to assist the Engineer in conducting a final inspection to determine if the completed work is acceptable so that the Engineer may recommend, in writing, that final payment be made to Contractor. These services would be provided through the CITY Controlled Design/Construction Services Allowance.

- o. Limitation of Responsibilities. DESIGN ENGINEER shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. DESIGN ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
2. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operation and Maintenance (O&M) Manual.
 - a. Revise the existing WPCP O&M manual to reflect changes and additions made as part of the construction contract. The revised sections of the O&M manual prepared for the Project shall match the format of the existing O&M manual. Prepare the O&M manual using Microsoft Word 2007 or greater. New drawings will be in AutoCAD 2008 or greater.
 - b. Furnish 25 copies of the edited O&M manual before startup of the facilities for CITY review, and use during training and startup.
 - c. After startup of the facilities is complete, modify the revised sections to incorporate CITY review comments.
 - d. Furnish 10 copies of the final revised O&M manual sections and deliver the electronic files on CD. Also provide the final 10 copies with new binders and tabs.
 - e. Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the CITY.
3. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operational Procedures and Training Services.
 - a. Services to be provided by operations specialists.
 - b. Standard Operating Procedures:
 1. Review existing O&M manuals and Standard Operating Procedures (SOPs) that impact operation of GSC improvement components
 2. Prepare SOPs for unit processes impacted by the GSC improvements project. SOPs will be developed using the plant's existing format. Furnish 10 copies to the CITY for review. Respond to and incorporate CITY review comments. Prepare the SOPs using Microsoft Word 2007 or greater. Furnish 50 copies of the final SOP's and deliver the electronic files of the SOPs on CD. The SOPs will contain information related to the following components:
 - i. System Overview
 - ii. Process Control
 - iii. Control System
 - iv. Design Criteria
 - v. Equipment Specifications
 - vi. System Operating Procedures
 - vii. System Troubleshooting Guide
 - c. Process Training.
 1. Prepare and deliver operator training in training modules.
 2. The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
 3. Prepare a training manual for each of 25 students.

4. The operations specialist shall attend the Contractor's vendor training. The operations specialist shall review the training for conformance with the Contract Documents.
 5. For training courses, apply and submit documentation of attendance for IDEM continuing education credits.
 6. During process training, the WAS Thickening processes will be discussed
 7. Provide operational flow chart outlining the operational strategies for the WPCP. The operational flow charts will provide a holistic view of operations of the facility for dry weather and wet weather periods.
- d. Startup Services.
1. Assist the Engineer in preparing startup plans to coordinate the responsibilities of the Contractor, Programmer, and the CITY at the time when construction is complete on each individual component of the project and the facilities are ready for operation.
 2. Startup plan shall include components related to the construction sequencing of the GSC improvements project. The plan will outline how operations will evolve as the various components of the project are completed. Intermediate and final operational strategies will be discussed as part of the overall startup plan.
 3. Provide startup operation services by the operations specialist to assist in the startup of the facilities.
 4. Provide process control troubleshooting services during startup of improvements.

D. SCHEDULE

A preliminary design schedule acceptable to the CITY and the DESIGN ENGINEER shall be submitted within 30 days of the notice to proceed with a final design schedule submitted within 60 days of NTP. Design shall be coordinated with the GSC Provider's schedule and all work shall be completed prior to December 31, 2015. The schedule shall be coordinated with the GSC Provider's schedule. Notice to Proceed is anticipated on April 3, 2013. The GSC Provider's (Contractor's) construction phase of this project is expected to begin during the second quarter of 2013 and be substantially completed not later than December 31, 2015. The schedule is based on receiving prompt review, receiving information to be provided by the CITY in Part II of this Agreement, and approvals from City agencies, Program Manager, and GSC Provider (2-weeks per review are included in the schedule for reviews).

E. CONTINGENCY ALLOWANCE TASKS:

Contingency items including items identified as Optional Services are authorized by the PROGRAM MANAGER and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 1.1.g – Construction Schedule QA/QC Reviews by Scheduling Consultant.
- Task 1.1.h – Constructability Reviews.
- Task 1.2.g – Value Engineering Assessments.
- Task 3.1 – Digester Gas Use Alternative Assessments.
- Task 4.A.6 – Utility locates by utility location firm.

Contingency items including items identified as Optional Services are authorized by the Task 7 Lead Firm and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 7.2 – Operation and Maintenance (O&M) Manuals.
- Task 7.3 - Operational Procedures and Training Services

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

Provide DESIGN ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

Provide DESIGN ENGINEER with electronic copies of ortho aerial photography, GIS base map information (AutoCAD format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 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 Zach Schortgen, P.E.

C. DECISIONS

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

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 \$ 248,334.00 as summarized in attached Attachment 1.

DESIGN 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 costs incurred for the project will be invoiced at cost. These may include, but not limited to: shipping charges, printing services; special supplies not furnished by the City; or traveling and lodging expenses, as required, to perform duties. Mileage for travel will be billed at the IRS business rate per mile for automobile. Subconsultants will be marked up a maximum of 10%.

B. BILLING AND PAYMENT

1. Timing/Format

- a. DESIGN ENGINEER shall invoice City by the 10th of each month 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. Supporting documentation shall be established before the DESIGN ENGINEER'S first invoice. In the event the CITY disputes any invoice item, the CITY shall give DESIGN ENGINEER reasonable written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to DESIGN ENGINEER the undisputed portion of the invoice according to the provisions hereof.
- b. City shall pay DESIGN ENGINEER approved invoices within 30 days of the established due. If the CITY fails to pay any invoiced amounts within 30 days, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item, which is finally resolved in the CITY's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

2. Billing Records

DESIGN ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices.

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 DESIGN ENGINEER and CITY. DESIGN ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

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

4. **DELAYS.** If events beyond the control of DESIGN 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, DESIGN 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 DESIGN ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

DESIGN 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, DESIGN 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 DESIGN 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 DESIGN ENGINEER is supplied for the general guidance of the CITY only. Since DESIGN ENGINEER has no control over competitive bidding or market conditions, DESIGN ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** DESIGN 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 DESIGN 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 DESIGN ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** DESIGN 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
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, DESIGN 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 DESIGN 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 two times the DESIGN ENGINEER'S compensation as set forth in Part III of this Agreement. 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 DESIGN ENGINEER safe access to any premises necessary for DESIGN 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 DESIGN ENGINEER's performance under this Agreement shall expire one year after Project Completion.

21. **CONSENT DECREE NOTIFICATION.** DESIGN 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. DESIGN 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, DESIGN ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within DESIGN 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, DESIGN

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 DESIGN 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 DESIGN 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

Project Management/Coordination Schedule & Meetings – (Tasks 1 & 2)

For Services outlined in Tasks 1 through 2 (excluding Optional Services listed below) a fee of:

Task 1: Project Management / Coordination	\$ 0
Task 2: Project Schedule and Review Meetings	\$ 18,082

Design Phase – (Tasks 4 through 5)

For Services outlined in Tasks 4 through 5 (excluding Optional Services listed below) a fee of:

Task 4: Preliminary Engineering	\$ 6,156
Task 5: Final Design	\$ 216,776

Pricing & Bid Review of Provider - (Task 6) \$ 7,320

WAS Thickening Design Engineer Services During Construction - (Task 7) \$ 0

Contingency Allowance - As authorized by PM

For additional and/or Optional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of:

\$ 0

TOTAL NOT TO EXCEED FEE: \$ 248,334

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Principal Engineer/Scientist	\$181/hr
Senior Engineer/Scientist/Project Manager	\$95 - \$170/hr
Engineer/Scientist/Project Manager	\$80 - \$115/hr
Controls & Programming	\$79 - \$158/hr
CAD Designer	\$55 - \$89/hr
Engineering Technicians/Field Services	\$60 - \$85/hr
Office Services	\$58/hr

ATTACHMENT #3

**SCOPE OF BASIC ENGINEERING SERVICES -- DETAILED SCOPE, ASSUMPTIONS
AND EXCLUSIONS**

See attached.

PROFESSIONAL SERVICES AGREEMENT

WPCP Primary/Secondary Treatment and Digester Process Upgrades

ATTACHMENT 3 – ASSUMPTIONS/CLARIFICATIONS

The following assumptions and clarifications are provided with respect to the Symbiont Science, Engineering and Construction, Inc. Scope of Services related to the project.

1. The project management related services shall be performed as part of the identified engineering tasks and not via a specific task under project scope of work Task 1.
2. The Task 4 preliminary engineering scope of services provided by Symbiont shall be coordinated between Donohue & Associates who is leading this task and the other project team members who will be involved in the final design project phases. Preliminary engineering services consist of providing input to design concepts relating to the West Digester Complex Improvements and Methane Compression and having Symbiont representatives attending the project kick off meeting, workshop No. 1 and workshop No. 2 as shown in the level of effort reflected in the individual firm breakdown submitted with the proposal.
3. Task 5 final design scope of services provided by Symbiont shall be led by Symbiont and coordinated between Donohue & Associates and the other project team members who are involved in the final design project phases. Final design services consist of providing the engineering services, including specifications, noted in the PSA for the specific systems and 80 drawing sheets as identified in the attached estimated drawing list.
4. As part of Task 5, Symbiont assumes we will be provided with electronic documents of the Architectural - Structural and Process-Mechanical base sheets prepared by Donohue & Associates during the preliminary engineering scope of services.
5. The project Task 6 GSC pricing and bid review scope of services provided by Symbiont shall be coordinated between Donohue & Associates and the other project team members who will be involved in the final design project phases. Symbiont will support these review services at the levels of effort reflected in the individual firm breakdown submitted with the proposal.
6. The project Task 7 Construction Related Services are expected to be defined and addressed as part of a separate agreement.
7. Supplementing the information requests from the City that are listed in the PSA, Symbiont is requesting the additional documents for our engineering services:
 - a. Electrical record drawings of the West Digester Complex.
 - b. Instrumentation and Control record drawing information and proposed ongoing design modifications to the existing control panel(s) that are identified in the PSA to accommodate and house the I/O changes that will be associated with the West Digester Process Upgrades. The requested information relates to existing I/O addresses and capacities, proposed improvements and their I/O impacts and the physical conditions of the proposed panels for housing additional I/O.
 - c. Electronic copies of Fort Wayne standard details and Fort Wayne standard specifications to be utilized as needed into the final design documents. These documents will be coordinated with Task 1 activities.

CITY OF FORT WAYNE, INDIANA

Symbiont Science, Engineering and Construction, Inc.
dba "Symbiont"(Vendor Name)

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 Sections 1 and 2 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% ☒ (X)

(ii) Distributable income share exceeding 5% ☐

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

Name: See attached Name: _____

Address: _____ Address: _____

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship ☐ stock ☒ (X)
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: % See attached.

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

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. X

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

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).
- CSOCM5 – Pond 1 First Flush and Bleedback Facilities, WO #75580, Dated 9/7/11, Zach Schortgen, Project Manager
- CSOCM5 – CS Ponds Outfall Improvements - Design, WO# 75769, Date 6/27/12, Zach Schortgen, Project Manager
- 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).

WPCP Primary/Secondary Treatment and Digester Process Upgrades, Zach Schortgen, Project 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:

- 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;
- b. 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;
- c. 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;
- d. 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

VENDOR DISCLOSURE STATEMENT FORM
00 45 52-2

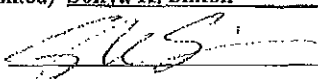
criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and

- e. 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

<u>Symbiont Science, Engineering and Construction, Inc.</u>	<u>3850 Priority Way South Drive, Suite 210</u>
(Name of Vendor)	Address <u>Indianapolis, IN 46240</u>
	<u>(317) 573-3620</u>
	Telephone
	<u>martin.brungard@symbiontonline.com</u>
	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) <u>Sonya K. Simon</u>	Title <u>General Counsel</u>
Signature <u></u>	Date <u>2/27/13</u>

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

ATTACHMENT
City of Fort Wayne
Vendor Disclosure Statement
For
Symbiont

The following people re located at the same business address, which is:

6737 West Washington Street
Suite 3440
West Allis, WI 53214
(414) 291-8840

Edward T. Manning, Jr., P.E. (36%)
Thomas C. Bachman, P.E. (22%)
Patrick W. Carnahan, P.E. (10%)
David R. Schlidt (6%)

PROFESSIONAL SERVICES AGREEMENT

WPCP Primary/Secondary Treatment and Digester Process Upgrades

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 East Berry Street
Suite 240
Fort Wayne, IN 46802

and

Wessler Engineering, Inc. ("DESIGN ENGINEER")
6334 Constitution Drive
Fort Wayne, IN 46804

Who agree as follows:

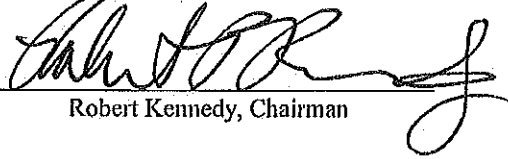
CITY hereby engages DESIGN ENGINEER to perform the services set forth in Part I - Services ("Services") and DESIGN ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). DESIGN ENGINEER shall be authorized to commence the Services upon execution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

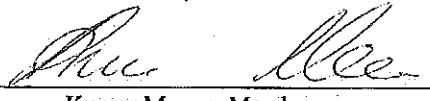
BY:


Robert Kennedy, Chairman

BY:

Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:


Victoria Edwards, Clerk

DATE: March 14, 2013

APPROVED FOR DESIGN ENGINEER

WESSLER ENGINEERING, INC.

BY:


Brent A. Siebenthal, President

DATE:

February 28, 2013

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

DESIGN 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, architectural, geotechnical, structural, process-mechanical, building mechanical (HVAC, plumbing, fire protection), instrumentation and control, and electrical engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Upgrades to the Water Pollution Control Plant (WPCP), Primary & Secondary treatment processes, including coordination of Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, Digester 5 Upgrades, and design of additional components including the West Digester Complex Improvements, a Digested Sludge Pumping Station, Waste Activated Sludge (WAS) Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

The instrumentation and control part of this project includes (1) new Allen Bradley ControlLogix PLC equipment for the additional facilities to be provided with the Digested Sludge Pumping Station and Methane Utilization Improvements, (2) use of the existing Allen Bradley ControlLogix PLC equipment for the facilities to be provided for the West Digester Complex and Digester Gas Compression and Storage Improvements, and (3) replacement of existing Modicon PLC equipment with new Allen Bradley ControlLogix PLC equipment as part of the WAS Thickening Improvements.

In this Agreement the terms Digester Complex or Digester Complex Project Elements refers to the following components of the project: West Digester Complex Improvements, Digested Sludge Pumping Station, WAS Thickening Improvements, Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements.

Design of the Secondary Clarifier Hydraulic Improvements, Aeration Tank Concrete Repair, and Digester 5 Upgrades components of the project has been, or will be, performed under a separate agreement with the City and is not part of this Agreement. Design of the West Digester Complex Improvements, the Digested Sludge Pumping Station, the WAS Thickening Improvements, the Digester Gas Compression and Storage Improvements, and the first phase of Methane Utilization Improvements will be performed as part of this Agreement.

C. SCOPE OF WORK

The duty of the DESIGN ENGINEER is to develop final construction documents. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the DESIGN ENGINEER. The DESIGN ENGINEER shall develop and provide the services described in the following sections. The DESIGN ENGINEER is part of a larger team working integrally for the design of the WPCP facilities. The responsibilities of the DESIGN ENGINEER are as indicated on the Responsibility Matrix. The term Lead Firm refers to the DESIGN ENGINEER with whom the responsibility for the completeness and accuracy of the work identified for Tasks in the Responsibility Matrix resides. The term Support Firm refers to DESIGN ENGINEERS that contribute expertise and input to the Lead Firm but does not have responsibility for the final product. As the Program Manager, ARCADIS will provide overarching scope, schedule, budget and quality oversight. Additional detail on the scope of services including assumptions and exceptions is provided in ATTACHMENT 3.

Table 1. Responsibility Matrix

Task / Item	Lead Firm	Support Firms
Task 1 Project Management / Coordination		
Scheduling, Budgeting and Reporting	ARCADIS	
Design Coordination	Per Agreement	ARCADIS
Specification Coordination	ARCADIS	Donohue
IDEM Air Permitting	ARCADIS	Donohue and Wessler
IDEM / IDNR Permitting	ARCADIS	
Task 2 Element Schedule and Review Meetings		
Design Schedule	ARCADIS	
Kickoff Workshop	ARCADIS	
All WAS Thickening Workshops	Black & Veatch	
Digester Complex Design Basis Review Workshop	Donohue	
Digester Complex 30% Design Review Workshop	Donohue	
West Digester Complex & Methane Compression		
60% Design Review	Symbiont	Donohue
90% Design Review	Symbiont	Donohue
Digested Sludge Pump Station & Methane Utilization		
60% Design Review	Wessler	Donohue
90% Design Review	Wessler	Donohue
Workshop Notes	Workshop Lead Firm	
Task 3 Planning / Study		
Optional service	ARCADIS	
Task 4 Preliminary Engineering		
Digester Complex	Donohue	Wessler Symbiont DLZ American Structurepoint
WAS Thickening	Black & Veatch	Donohue
Task 5 Final Design and Permitting		
Digester Complex		
Structural Base Files	Donohue	
Process-Mechanical Base Files	Donohue	
West Digester Complex & Methane Compression		
All Disciplines Except Site Civil	Symbiont	Donohue
Site Civil	DLZ	Donohue and Symbiont
Digested Sludge Pump Station & Methane Utilization		
Process-Mechanical	Wessler	Donohue
Electrical and Instrumentation & Control	Wessler	Donohue
Architectural-Structural	American Structurepoint	Donohue
(includes new stairwells at digesters)		
HVAC and Plumbing	Donohue	Wessler
Site Civil	DLZ	Donohue and Wessler
WAS Thickening		
All Disciplines Except Site Civil	Black & Veatch	
Site Civil	DLZ	Black & Veatch
Task 6 Pricing / Bidding Reviews from Provider		
GSC Contingency Management	ARCADIS	
Pricing / Bidding Reviews	Design phase lead	ARCADIS Donohue
Task 7 Design Services During Construction		
WAS Thickening	Black & Veatch	

Task 1 - Project Management / Coordination

1. Scheduling, Budgeting and Reporting

- a. Master Scheduling. Maintain the Master Schedule to identify critical path projects and interfaces. The Master Schedule will be tied to a work breakdown structure (WBS) that identifies each WBS element on a common time scale, and shows interrelationships and dependencies among these elements. Each task will be indicated with start and finish dates and durations. Key milestones and interface events will be highlighted.
- b. Master Design Budget. Maintain the Master Design Budget for all work to be performed under this contract. Prepare monthly cash flow reports as a part of the project invoicing.
- c. Bi-weekly Meetings. Organize and participate in bi-weekly meetings with the City's PM as others as required. Meeting agenda includes progress since last meeting, updates on schedule and budget and discussion on any technical issues.
- d. Bi-weekly WPCP Meeting. Organize and participate in bi-weekly meeting with the WPCP Superintendent, City's PM, GSC Provider and others as required. Meeting agenda includes status of the individual work items, construction sequence, construction issues and operations coordination.
- e. Monthly Performance Update. Provide monthly performance updates consisting of the project and activity status, revised to reflect the actual conditions as part of the monthly invoicing.
- f. Public Annual Report. Support the development of the CU Annual Report. PM will provide text, graphic and data to report the status of the CSO LTCP and CD compliance.
- g. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Construction Schedule QA/QC Reviews. Provide monthly design and construction schedule reviews and analysis to verify interrelationships and dependencies among project work elements, identify critical path and overall schedule compliance, and provide recommendations related to scheduling compliance with Consent Decree completion date(s). This service will be provided by a Scheduling Consultant.
- h. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Constructability Reviews. Conduct a full constructability and construction schedule review of each project at mutually agreed design stage.

2. Design Coordination

- a. Lead Firm shall provide to the Program Manager reviewed and coordinated contract documents including drawings, technical specifications, construction sequences and constraints, and other documents necessary for agency review and approval and construction by the GSC Provider.
- b. Lead Firm shall provide to the Program Manager all requests to the CITY for review record drawings, files, and other existing system documents appropriate for design purposes.
- c. Lead Firm shall coordinate site visits through the Program Manager to obtain information necessary for design purposes.
- d. Specifications will be prepared with Microsoft Word 2007 or greater and delivered in both Word and .pdf..
- e. Drawings will be prepared for producing 22" x 34" full-scale and 11" x 17" reduced-scale plan sets.
 - Digester Complex drawings will be prepared in accordance with Donohue graphics standards and CITY requirements. These include use of AutoCAD 2012 and AutoPlant 3D Piping. Site civil drawings will be developed with AutoCAD Civil 3D 2012. Donohue will develop structural drawing base files, process-mechanical drawing base files, and border files during Preliminary Engineering and maintain these files throughout Final Design. Base files include overall facility plans and sections. Base files do not include enlarged, partial plans and sections necessary for Final Design detailing. Process-mechanical base files include piping that is 6 inches in diameter and larger. Process-mechanical base files do not include piping that is smaller than 6 inches in diameter. DESIGN ENGINEER will prepare construction drawing as required in Task 5. Donohue will provide final coordination and production of graphics deliverables for the Digester Complex throughout Preliminary Engineering and Final Design.
 - WAS Thickening drawings will be prepared in accordance with Black & Veatch graphics standards and CITY requirements.

- f. Lead Firm shall perform quality reviews for their services throughout the duration of the project.
- g. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Value Engineering Assessments. Organize and coordinate Value Engineering (VE) workshops for preliminary designs developed during the Preliminary Engineering Report phase. Only projects exceeding a selected cost threshold will be scheduled for VE analysis.

3. Specification Coordination

- a. Develop Master Div 01 Specifications . Distribute Master Div 01 Spec to final designers for use in construction document development.
- b. Review and coordinate Div 01 specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications for sections that are common to each new project element (component). Titles and specification numbering shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections for each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.
- c. Review and coordinate technical specifications in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Prepare master specifications that are common to each new project element (component). Titles and specification numbering will be reviewed and shall adhere to the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase. Specification sections that are unique to each project element shall be prepared by the Lead Firm under Tasks 4 and 5 in accordance with CITY requirements including word processing formatting, the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI), and the CITY's Master Specification list developed at the time of beginning the 60 Percent Design Phase.

4. IDEM Air Permitting

- a. Review project elements and schedule to determine the type and extent of air permitting required. It is assumed that a new air permit will be required.
- b. Program Manager to perform the required calculations and complete the permit application with input from Methane Utilization Design Engineer.
- c. Interact with IDEM to secure the air permit including responding to written questions and attending up to two meeting.
- d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne.

5. IDEM Permitting

- a. Review project elements and schedule to determine the type of permits required. It is assumed that an IDEM construction permit and IDNR floodplain permits will be required.
- b. With input from the final designers and GSC provides (as appropriate), perform the required calculations and complete the permit applications
- c. Interact with permitting agencies to secure the permits including responding to written questions and attending up to two meeting.
- d. Any and all fees required for the permitting are the responsibility of the City of Fort Wayne. The cost for this task will be handled via existing contracts.

6. Guaranteed Savings Contract Final Cost Pricing / Bidding Review

- a. Provide GSC final cost and bidding review services as stated in Task 6.

Task 2 - Element Schedule and Review Meetings

- 1. Prepare element design schedule. Lead Firm to prepare and maintain an individual element design schedule as a part of the greater Master Schedule. Lead Firm to send an email update by the end of the

day on each Friday to the Program Manager as to what work was performed that week and what work is projected for the upcoming week.

2. Conduct a Kickoff meeting/workshop with City staff at City's office.
3. Conduct one Design Basis Review meeting/workshop
4. Task 4 Lead firm to conduct one review meetings/workshops – proposed to occur as part of the CITY'S review of the 30% design drawings.
5. Task 5 Lead firm to conduct up to two (2) review meetings/workshops – *proposed* to occur as part of the CITY'S review of the 60%, and 90% design drawings.
6. Task 5 Lead firm to conduct one (1) flow chart meeting near the end of the Final Design phase to review process control requirements. These meetings/workshops are held at the City's office.
7. Keep the minutes of the Kickoff, Design Basis Review, and Progress Review Meetings and distribute these minutes within 7 days of the respective meetings. A maximum of five (5) meetings are included in the scope of work.

Task 3 – Planning / Study

A. Digester Gas Use Alternative

1. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Digester Gas Use Alternative: As an alternative to producing electricity and useable heat with the use of microturbines or engine-generators operating on digester gas, evaluate an alternative to produce compressed digester gas for use in CITY vehicles.

Task 4 – Preliminary Engineering

A. Digester Complex Project Elements (West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I)

1. Expand the WPCP process model prepared during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Digested Sludge Forcemain
 - b. Gravity water line, W3 booster pump station and pigging station
3. Conduct Workshops to review the results of the Digester Gas Utilization evaluation performed under Task 3.1 (if authorized) and to review the design basis prepared under Task 4.A.2.
4. Provide necessary topographic surveys. The CITY will provide to ENGINEER files of recent topographic and mapping survey data. Detailed scope and fee to be determined at the time of contracting. *(An allowance has been included for this service.)*
5. Conduct geotechnical investigation including drilling of soil borings and testing to determine existing soil types and profile, soil strengths, and other related properties necessary for foundation design. The CITY will provide to ENGINEER reports of previous geotechnical investigations. Detailed scope and fee to be determined at the time of contracting. *(An allowance has been included for this service.)*

6. CONTINGENCY ALLOWANCE OPTIONAL SERVICES: Utility Locates. Subcontract with qualified utility location firm to pothole or other underground exploration methods to adequately locate critical utilities.
7. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshops.
 - i. Submit written responses to CITY with regard to 30% Design review comments.
8. Incorporate CITY 30% Design review comments and direction received from 30% Design Review Workshops and prepare base sheets ready for Final Design.

B. WAS Thickening Project Element

1. Review the expanded WPCP process model prepared by Donohue during CEPT design to establish process design criteria for the WAS thickening process and for the anaerobic digestion process.
2. Review and modify as required the design concept presented in the Request for Proposal issued by the CITY for the Primary/Secondary Treatment and Digester Process Upgrades Guaranteed Savings Contract (RFP #75807). Establish the design basis. The following elements of the original RFP have been removed from the project:
 - a. Thickened WAS Force main
3. Prepare and submit 30% Design Documents
 - a. Site and facility layout drawings.
 - b. Preliminary P&IDs.
 - c. Preliminary process control and operating strategy (narrative).
 - d. Preliminary electrical one-line diagrams.
 - e. Preliminary construction sequences and constraints.
 - f. Preliminary Table of Contents for Contract Specifications.
 - g. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - h. Conduct 30% Design Review Workshop.
 - i. Submit written responses to CITY with regard to 30% Design review comments.

Task 5 – Final Design / Permitting

- A. West Digester Complex Upgrades, Methane Compression, Digested Sludge Pump Station, Methane Utilization Phase I and WAS Thickening Project Elements
 1. Prepare and submit 60% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Conduct 60% Design Review Workshops.
 - e. Submit written responses to CITY with regard to 60% Design review comments.

2. Incorporate CITY 60% Design review comments and direction received from Workshops.
3. Prepare and submit 90% Design Documents
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
 - d. Description of process control system functionality. The description shall include flow charts and narrative. The flow charts shall be to the level of detail prepared for the Three Rivers Filtration Plant North Pump Station Project and for the CSPS and Screenings Building Improvements Project.
 - e. Conduct Flow Chart meeting to review process control system functionality.
 - f. Conduct 90% Design Review Workshops.
 - g. Submit written responses to CITY with regard to 90% Design review comments.
4. Incorporate CITY 90% Design review comments and direction received from Workshops.
5. Prepare and submit 100% Design Documents.
 - a. Construction Drawings
 - b. Project Specifications
 - c. Vendor information for GSC Provider to update construction price, construction contingency, and Guaranteed Maximum Price.
6. Prioritize preparation of construction Contract Drawings to complete and release packages of documents necessary for construction to proceed before the entire design set of documents is complete. These need to be identified by the GSC Provider and agreed upon by the CITY and the DESIGN ENGINEER during design. Such early documents may include the following:
 - a. Construction Drawings and Specifications necessary to begin excavation and construction of foundations and base slabs.
 - b. Specifications for major equipment items to allow purchase orders to be issued.
7. Support the required permitting for IDEM, DNR and other agencies
 - a. Provide information as required in coordination with PM Team for IDEM air permitting.
 - b. Provide information as required in coordination with PM Team for IDEM construction, DNR floodplain and other permit requirements.

Task 6 – Pricing/Bidding Reviews from Provider

1. GSC Contingency Management
 - a. Track and manage the probable construction cost estimates against the contingency cost pool of the GSC contract.
 - b. Provide input and support for the review of design options relative to the impact on the GSC
2. Pricing / Bidding Reviews
 - a. Provide the requirements of the Pricing / Bid items including technical specifications, warranty requirements, start up requirements and O&M requirements.
 - b. In coordination with the award/selection process in the GSC contract, review the pricing/bid sheets for compliance with Task 6.1.a above
 - c. Provide recommendations to the City on the Pricing/Bids including missing items, under/over priced items and desirable add ons.

Task 7 – Construction Phase. (DESIGNER Services During Construction)

1. WAS Thickening Design Engineer Services During Construction

- a. The CITY will retain another firm to represent the CITY and act as the Engineer during construction. The DESIGN ENGINEER identified in this Agreement will provide services during construction in support of the Engineer during construction. During construction the DESIGN ENGINEER providing design services is referred to as the DESIGNER when providing construction phase services.
- b. General Administration of the Contract Documents. Consult with, advise and assist the Engineer in the Engineer's role as CITY's representative. DESIGN ENGINEER'S communications with the CITY and the GSC Provider (also referred to as the Contractor) shall be through, or with the knowledge, of the Engineer.
 - Pre-Construction Conference. Prepare for and participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer. DESIGNER attendance at the Pre-Construction Conference is an optional service under the control of the CITY.
- c. Visits to Site and Observation of Construction. In connection with observations of the work while it is in progress:
 - Make visits to the site at intervals as requested by the Engineer and at the monthly construction progress meeting in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by DESIGN ENGINEER are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on DESIGN ENGINEER's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, DESIGN ENGINEER will determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.
 - The purpose of DESIGN ENGINEER's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of DESIGN ENGINEER's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. DESIGN ENGINEER shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall DESIGN ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, DESIGNER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if DESIGN ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - Site Visits and Monthly Construction Progress Meetings: Attend monthly construction progress meetings and make site visits.
- d. I&C Coordination: Attend four (4) coordination meetings with the CITY and the Programmer selected by the CITY to program the new Allen Bradley PLC system. During the first

coordination meeting, DESIGNER will review the functional description for the system prepared for the new Allen Bradley PLC system and clarify initial questions raised by the Programmer as to the design intent. The remaining three (3) meetings will be conducted to provide further clarification of intent of the functional description for the system as requested by the CITY.

- e. Process Control System Field Testing: Attend three (3) days of field testing of the process control system program to verify operation of the complete process control system for compliance with the established functional description of the system and design intent. Based on the testing, identify areas of the new process control system that do not comply with the established functional description of the system that will require re-programming.
- f. Clarification and Interpretations; Field Orders. Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the CITY's Project Management Information System (PMIS).
- g. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.
- h. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. DESIGN ENGINEER has an obligation to complete submittal reviews within the time limits specified in the Contract Documents. The shop drawings will be transmitted electronically through the CITY's Project Management Information System (PMIS).
- i. Substitutes: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.
- j. Inspections and Tests. The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. DESIGN ENGINEER shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. DESIGNER shall be entitled to rely on the results of such tests.
- k. Disagreements between CITY and Contractor. Assist the Engineer in rendering formal written decisions on claims of the CITY and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, DESIGN ENGINEER shall be fair and not show partiality to the CITY or Contractor and shall not be liable in connection with any decision rendered in good faith.
- l. Record Drawings. Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Prepare record drawings with AutoCAD 2008 or greater. Furnish four copies of 11" x 17" record drawings. Furnish three copies of a CD that contains AutoCad and PDF files of the record drawings.
- m. Substantial Completion. If requested by the CITY, make site visit(s) to participate in an inspection with the Engineer, the CITY, and the Contractor, to determine if the work is Substantially Complete. Provide recommendation to the Engineer relative to issuance of certificate of Substantial Completion. These services would be provided through the CITY Controlled Design/Construction Services Allowance.
- n. Final Notice of acceptability of the work. If requested by the CITY, make site visit(s) to assist the Engineer in conducting a final inspection to determine if the completed work is acceptable so that the Engineer may recommend, in writing, that final payment be made to Contractor. These services would be provided through the CITY Controlled Design/Construction Services Allowance.

- a. Limitation of Responsibilities. DESIGN ENGINEER shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. DESIGN ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
2. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operation and Maintenance (O&M) Manual.
 - a. Revise the existing WPCP O&M manual to reflect changes and additions made as part of the construction contract. The revised sections of the O&M manual prepared for the Project shall match the format of the existing O&M manual. Prepare the O&M manual using Microsoft Word 2007 or greater. New drawings will be in AutoCAD 2008 or greater.
 - b. Furnish 25 copies of the edited O&M manual before startup of the facilities for CITY review, and use during training and startup.
 - c. After startup of the facilities is complete, modify the revised sections to incorporate CITY review comments.
 - d. Furnish 10 copies of the final revised O&M manual sections and deliver the electronic files on CD. Also provide the final 10 copies with new binders and tabs.
 - e. Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the CITY.
3. CONTINGENCY ALLOWANCE OPTIONAL SERVICE: Operational Procedures and Training Services.
 - a. Services to be provided by operations specialists.
 - b. Standard Operating Procedures:
 1. Review existing O&M manuals and Standard Operating Procedures (SOPs) that impact operation of GSC improvement components
 2. Prepare SOPs for unit processes impacted by the GSC improvements project. SOPs will be developed using the plant's existing format. Furnish 10 copies to the CITY for review. Respond to and incorporate CITY review comments. Prepare the SOPs using Microsoft Word 2007 or greater. Furnish 50 copies of the final SOP's and deliver the electronic files of the SOPs on CD. The SOPs will contain information related to the following components:
 - i. System Overview
 - ii. Process Control
 - iii. Control System
 - iv. Design Criteria
 - v. Equipment Specifications
 - vi. System Operating Procedures
 - vii. System Troubleshooting Guide
 - c. Process Training.
 1. Prepare and deliver operator training in training modules.
 2. The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
 3. Prepare a training manual for each of 25 students.

4. The operations specialist shall attend the Contractor's vendor training. The operations specialist shall review the training for conformance with the Contract Documents.
 5. For training courses, apply and submit documentation of attendance for IDEM continuing education credits.
 6. During process training, the WAS Thickening processes will be discussed
 7. Provide operational flow chart outlining the operational strategies for the WPCP. The operational flow charts will provide a holistic view of operations of the facility for dry weather and wet weather periods.
- d. Startup Services.
1. Assist the Engineer in preparing startup plans to coordinate the responsibilities of the Contractor, Programmer, and the CITY at the time when construction is complete on each individual component of the project and the facilities are ready for operation.
 2. Startup plan shall include components related to the construction sequencing of the GSC improvements project. The plan will outline how operations will evolve as the various components of the project are completed. Intermediate and final operational strategies will be discussed as part of the overall startup plan.
 3. Provide startup operation services by the operations specialist to assist in the startup of the facilities.
 4. Provide process control troubleshooting services during startup of improvements.

D. SCHEDULE

A preliminary design schedule acceptable to the CITY and the DESIGN ENGINEER shall be submitted within 30 days of the notice to proceed with a final design schedule submitted within 60 days of NTP. Design shall be coordinated with the GSC Provider's schedule and all work shall be completed prior to December 31, 2015. The schedule shall be coordinated with the GSC Provider's schedule. Notice to Proceed is anticipated on April 3, 2013. The GSC Provider's (Contractor's) construction phase of this project is expected to begin during the second quarter of 2013 and be substantially completed not later than December 31, 2015. The schedule is based on receiving prompt review, receiving information to be provided by the CITY in Part II of this Agreement, and approvals from City agencies, Program Manager, and GSC Provider (2-weeks per review are included in the schedule for reviews).

E. CONTINGENCY ALLOWANCE TASKS:

Contingency items including items identified as Optional Services are authorized by the PROGRAM MANAGER and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 1.1.g – Construction Schedule QA/QC Reviews by Scheduling Consultant.
- Task 1.1.h – Constructability Reviews.
- Task 1.2.g – Value Engineering Assessments.
- Task 3.1 – Digester Gas Use Alternative Assessments.
- Task 4.A.6 – Utility locates by utility location firm.

Contingency items including items identified as Optional Services are authorized by the Task 7 Lead Firm and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Task 7.2 – Operation and Maintenance (O&M) Manuals.
- Task 7.3 - Operational Procedures and Training Services

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

Provide DESIGN ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

Provide DESIGN ENGINEER with electronic copies of ortho aerial photography, GIS base map information (AutoCAD format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 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 Zach Schortgen, P.E.

C. DECISIONS

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

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 \$287,886.00 as summarized in attached Attachment 1.

DESIGN 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 costs incurred for the project will be invoiced at cost. These may include, but not limited to: shipping charges, printing services; special supplies not furnished by the City; or traveling and lodging expenses, as required, to perform duties. Mileage for travel will be billed at the IRS business rate per mile for automobile. Subconsultants will be marked up a maximum of 10%.

B. BILLING AND PAYMENT

1. Timing/Format

- a. DESIGN ENGINEER shall invoice City by the 10th of each month 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. Supporting documentation shall be established before the DESIGN ENGINEER'S first invoice. In the event the CITY disputes any invoice item, the CITY shall give DESIGN ENGINEER reasonable written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to DESIGN ENGINEER the undisputed portion of the invoice according to the provisions hereof.
- b. City shall pay DESIGN ENGINEER approved invoices within 30 days of the established due. If the CITY fails to pay any invoiced amounts within 30 days, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item, which is finally resolved in the CITY's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

2. Billing Records

DESIGN ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices.

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 DESIGN ENGINEER and CITY. DESIGN ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

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

4. **DELAYS.** If events beyond the control of DESIGN 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, DESIGN 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 DESIGN ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

DESIGN 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, DESIGN 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 DESIGN 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 DESIGN ENGINEER is supplied for the general guidance of the CITY only. Since DESIGN ENGINEER has no control over competitive bidding or market conditions, DESIGN ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** DESIGN 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 DESIGN 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 DESIGN ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** DESIGN 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
200 East Beny St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, DESIGN 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 DESIGN 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 two times the DESIGN ENGINEER'S compensation as set forth in Part III of this Agreement. 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 DESIGN ENGINEER safe access to any premises necessary for DESIGN 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 DESIGN ENGINEER'S performance under this Agreement shall expire one year after Project Completion.

21. **CONSENT DECREE NOTIFICATION.** DESIGN 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. DESIGN 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, DESIGN ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within DESIGN 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, DESIGN

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 DESIGN 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 DESIGN 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

Project Management/Coordination Schedule & Meetings – (Tasks 1 & 2)

For Services outlined in Tasks 1 through 2 (excluding Optional Services listed below) a fee of:

Task 1: Project Management / Coordination	\$ 0
Task 2: Project Schedule and Review Meetings	\$ 20,640.00

Design Phase – (Tasks 4 through 5)

For Services outlined in Tasks 4 through 5 (excluding Optional Services listed below) a fee of:

Task 4: Preliminary Engineering	\$ 10,460.00
Task 5: Final Design	\$ 246,406.00

Pricing & Bid Review of Provider - (Task 6) \$ 10,380.00

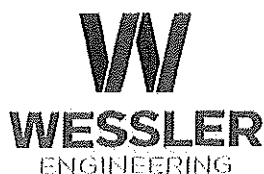
WAS Thickening Design Engineer Services During Construction - (Task 7) \$ 0

Contingency Allowance - As authorized by PM

For additional and/or Optional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :

\$ 0

TOTAL NOT TO EXCEED FEE: \$ 287,886.00



More than a Project™

ATTACHMENT NO. 2 2013 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$175.00
Senior Project Manager/Senior Project Engineer	\$165.00
Project Manager/Project Engineer III	\$135.00
Survey Manager	\$125.00
Assistant Project Manager/Project Engineer II	\$115.00
Project Engineer I	\$105.00
Field Services Manager	\$95.00
Designer	\$100.00
Engineer	\$90.00
Operations Specialist	\$90.00
Environmental Scientist II	\$85.00
Environmental Scientist	\$75.00
Technician IV/Senior Resident Project Representative	\$90.00
Technician III/Resident Project Representative III	\$80.00
Technician II/Resident Project Representative II	\$70.00
Technician I/Resident Project Representative I	\$60.00
Survey Crew Manager	\$85.00
Survey Crew Chief	\$70.00
Project Secretary	\$55.00

Reimbursable Expenses shall be charged as follows.

<u>Item and Unit</u>	<u>Unit Cost</u>
Mileage (per mile)	At current IRS published rate at time of expense
Copies: (each) Black & White	8.5"x11" or 11"x17" \$0.12
	24"x36" \$1.00
Color	8.5"x11" \$0.20
	11"x17" \$0.40
Plots: (each)	24"x36" (Mylar) \$5.50
	24"x36" (Bond) \$1.00
	12"x18" (Bond) \$0.50
GPS Survey Equipment/Robotic Total Station/Pole Camera	\$15.00 per hour
Postage/shipping/freight, Long distance telephone and fax, Lodging and Per Diems	At Cost
Subcontractor/Subconsultant fees	Cost + 10%

*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule

This Schedule is subject to change

January 1, 2013

ATTACHMENT #3

**SCOPE OF BASIC ENGINEERING SERVICES – DETAILED SCOPE, ASSUMPTIONS
AND EXCLUSIONS**

NOT USED

CITY OF FORT WAYNE, INDIANA

WESSLER ENGINEERING, INC.
(Vendor Name)

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 Sections 1 and 2 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) ☐ ()

(a) Name and Address	(b) Type	(c) % Ownership
Martin A. Wessler, 6376 Harrison Ridge Blvd, Indianapolis, IN 46236	Stock	42.84% ownership
Brent A. Siebenthal, 7720 Josiah Court, Indianapolis, IN 46259	Stock	24.48% ownership
Dreama B. Doolittle, 8412 Chelone Drive, Plainfield, IN 46168	Stock	9.79% ownership

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship () stock () partnership interest () units (LLC) () other (explain) SEE ABOVE
- c. For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent): ownership interest: SEE ABOVE %

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

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

Section 3. Disclosure Of Other Contract And Procurement Related Information

- a. Does Vendor have current contracts (including leases) with the City? Yes ✓ 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).

P.O.#10905167-000 and P.O.#11905009-000 - Griswold Lift Station Upgrade Design and Addendum #1

- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes ✓ 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).

No PO yet - Project name is "Upgrades to Water Pollution Control Plant - Primary & Secondary Treatment Processes"

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:

- 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;
- b. 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;
- c. 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;

VENDOR DISCLOSURE STATEMENT FORM
00 45 52-2

CITY OF FORT WAYNE, INDIANA

Kokosing Construction Company, Inc.
(Vendor Name)

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 Sections 1 and 2 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) ☒ N/A

Name: N/A

Name: N/A

Address: N/A

Address: N/A

- 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 (not applicable for vendors who file a 10K)

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 Yes ☐ No ☒

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes ☒ 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).
Three Rivers Filtration Plant, UV Disinfection, Part A Disinfection Improvements - Project #2304-2010
Contract Date: December 7, 2011 City Contact: Andrew Schipper 260-427-5234
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes ☐ 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).

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:

- 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;
- b. 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;

- c. 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;
- d. 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; and
- e. 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
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

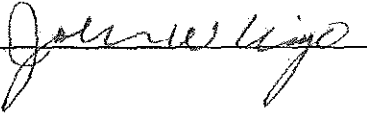
The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Kokosing Construction Company, Inc.
(Name of Vendor)

6235 Westerville Rd., Suite 200, Westerville, OH 43081
Address
(614) 212-5700
Telephone
jwr@kokosing.biz
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 W. Rigo Title Vice President

Signature  Date March 4, 2013

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: March 6, 2013
To: Common Council Members
From: Zach Schortgen, Program Manager, City Utilities Engineering
RE: Designer Professional Service Agreements for
Primary/Secondary Treatment and Digester Process Upgrades Project
W.O. #75865

Consultant Selected: Arcadis Team

- ARCADIS
- Donohue and Associates
- Black & Veatch
- Symbiont
- Wessler

Contract Values:

- ARCADIS - \$829,836
- Donohue and Associates - \$573,500
- Black & Veatch - \$560,688
- Symbiont - \$248,334
- Wessler - \$287,866

Project Description

"Primary/Secondary Treatment and Digester Process Upgrades Project" includes the following: Improvements to the Water Pollution Control Plant (WPCP) that will consist of secondary clarifier modifications, digester improvements, W.A.S. thickening upgrades, aeration basin repair, and methane system improvements.

This project provides many benefits. It will support compliance with regulatory requirements of the EPA. It also provides for treatment capacity increases, not only for our mandates, but also matching our community's priorities to improve water quality in river areas and promote riverfront development. It will allow for reductions in CSO's as well as providing many years of future growth and economic development in our system. Other benefits include improvements to sewer system performance, helping with reductions in basement backups and street flooding in combined sewer system areas, and improved flood fighting abilities when rivers are high.

Implications of not being approved:

This project increases the wet weather treatment capability of the WPCP to achieve peak capacity of 85 mgd required in CSO Control Measure 2 of the consent decree. Work must be done by the December 31, 2015 deadline. The timely completion of the work requires the contractor and designers to work together on an aggressive timetable. A delay in the contracting may threaten achieving the CD completion date or require changes to the construction schedule that would add increased costs to the project.

Selection and Approval Process:

The ARCADIS team of Engineering Firms was selected through the Competitive Sealed Proposal process based on their prior work experiences, qualifications, proposed scope of work and cost. The RFQ was distributed to over 100 engineering firms; 5 teams submitted qualifications, 2 teams were shortlisted and invited to provide proposals and to interview. Best and Final proposals were received on February 26, 2013 from both Firms. The selected design team is comprised of the following firms:

- ARCADIS
- Donohue and Associates
- Black & Veatch
- Symbiont
- Wessler

This group of firms will work together as a team, each having a primary aspect of the project design to develop. Although proposals were received as a team, City Utilities chose to direct contract with each firm to save money by avoiding subcontracting markups. It also allowed us to choose the best value firm for each design element.

The cost of said project funded by Sewer Revenue Bonds.

Council Introduction Date: **March 12, 2013**

CC: BOW
 Matthew Wirtz
 Diane Brown
 Chrono