

BILL NO. S-15-06-06

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICE AGREEMENT FOR WATER POLLUTION CONTROL PLANT EFFLUENT AERATION IMPROVEMENTS - RES. #76062, W.O. #76062 between ARCADIS U.S., 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 PROFESSIONAL SERVICE AGREEMENT FOR WATER POLLUTION CONTROL PLANT EFFLUENT AERATION IMPROVEMENTS - RES. #76062, W.O. #76062 by and between ARCADIS U.S., 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 professional engineering services for the Water Pollution Control Plant Effluent Aeration Improvements project which includes engineering consultation and advice, other customary services incidental to the project, and the preparation of construction contract documents:

involving a total cost of THREE HUNDRED FORTY-ONE THOUSAND TWO HUNDRED NINETY-THREE AND 00/100 DOLLARS - (\$341,293.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT
EFFLUENT AERATION IMPROVEMENTS ("PROJECT")
"FACILITY DESIGN AND CONSTRUCTION SERVICES"

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

ARCADIS U.S., INC. ("DESIGN ENGINEER")
130 West Main Street, Suite 23
Fort Wayne, Indiana 46802

Who agree as follows:

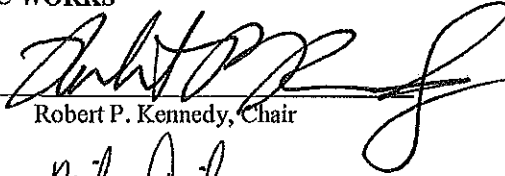
CITY hereby engages DESIGN ENGINEER to perform the services set forth in Part I - Services ("Services") and DESIGN ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). DESIGN ENGINEER shall be authorized to commence the Services upon execution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

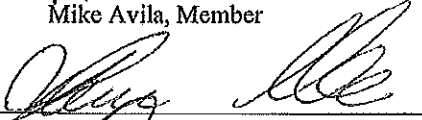
BY:


Robert P. Kennedy, Chair

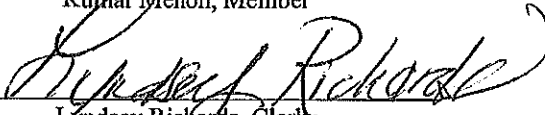
BY:


Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:


Lyndsey Richards, Clerk

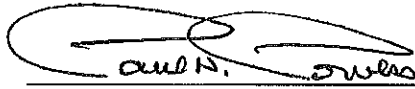
DATE:

5/27/15

APPROVED FOR ENGINEER

ARCADIS U.S., INC. (DESIGN ENGINEER)

BY:


Paul H. Powers, P.E., Principal Engineer

DATE:

5/21/15

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

DESIGN ENGINEER shall provide the CITY professional engineering Design and Design Services During Construction (DSDC), for the Effluent Aeration Improvements, in all phases of the project to which this scope of services applies. These services will include serving as CITY's professional representative for the PROJECT, providing professional engineering consultation and advice, furnishing civil engineering services and other customary services incidental thereto.

During DSDC services, the CITY will retain a firm, hereinafter called the ENGINEER, to act as the CITY's representative whose duties and responsibilities are defined in accordance with the CITY's *Construction Management and Resident Representative Services Agreement* for this project. The DESIGN ENGINEER will consult with, advise and assist the ENGINEER in connection with the completion of the work in the construction of the Effluent Aeration Improvements.

B. PROJECT DESCRIPTION

This project includes the preparation of construction contract documents for a new post aeration system at the Water Pollution Control Plant (WPCP) to be bid as a single prime contract. The PROJECT includes the development of a technical memorandum to document the basis of design, preparation of drawings, front end and technical specifications, opinions of probable construction costs, bid and construction phase services for the post aeration system. The project will generally include the following features:

1. The existing chlorine contact tank (CCT), passes 1, 2 and 3, will be retrofitted with a fine bubble diffused air system to serve as a post aeration tank for a peak flow rate of 100 mgd. The retrofit will include structural modifications to the existing tank as required to mitigate uplift forces resulting from a lower hydraulic grade line necessary to pass 100 mgd through the upstream treatment processes. Also, design of perimeter wall reinforcing to resist increased lateral forces from lower hydraulic grade line.
2. A new split faced block masonry or pre-engineered control building will be constructed to house new post aeration blowers, electrical distribution equipment and controls. The building architecture will match the existing architecture for structures on the CSPS Pump Station project. The building will include separate rooms; one for the blowers, piping and appurtenances and one for the electrical distribution equipment and controls.
3. Post aeration blowers will be furnished in a vendor supplied package including inlet filter/silencers, discharge silencers, blower, motor, and controls all enclosed in a vendor supplied sound attenuating enclosure.
4. Diffusers will be fine bubble membrane type or disk type which will be bid as alternatives. Interconnecting piping between the blowers and diffusers will be stainless steel.
5. Post aeration controls will be PLC based with an HMI workstation. Controls will allow for flow pacing based on effluent flow. Post aeration tank effluent DO will be monitored. To accommodate flow pacing, each blower will be provided with a variable speed drive. PLC controls, HMI workstation, and variable speed drives will be located in the Post Aeration Control Building with the electrical distribution equipment.
6. Security systems at the Post Aeration Control Building will be similar to the Effluent Pump Station Electrical Building. Doors will be provided with keyless entry door hardware.
7. No potable water service or plumbing will be provided.
8. CCT gates and actuators will be replaced as determined by the CITY. Area lighting and an additional fire hydrant will be added to the site.

9. Primary power for the post aeration system will originate from the CSPS Electrical Building. Secondary power (standby power) will be based on a portable diesel engine generator (furnished by CITY). A connection for the generator and automatic transfer switch will be provided.
10. The Electrical Room of the Post Aeration Control Building will be provided with air conditioning in support of the PLC and variable speed drive equipment. The blower room will be heated and ventilated (no air conditioning).
11. Site work will include new access roads and paving to the Post Aeration Tank and Post Aeration Control Building as required facilitating routine operation and maintenance of the facility.

C. SCOPE OF WORK

The duty of the DESIGN ENGINEER is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the DESIGN ENGINEER. The DESIGN ENGINEER shall develop and provide the following services:

Task 1 - DESIGN

A. PROJECT MANAGEMENT AND ADMINISTRATION

1. Workshops for the Effluent Pump Station Design Services will be held at critical stages of the design process as follows:
 - a. Design Kick-off/Field Visit Workshop.
 - b. Technical Memorandum Workshop
 - c. 60% Submittal Review Workshop
 - d. 90% Submittal Review Workshop
 - e. Pre-bid meeting
2. Prepare agendas, handouts and meeting notes for all meetings and workshops. Provide to owner minimum of three (3) business days prior to meeting/workshop agendas, handouts, and review documents including respective plans and specifications. Provide meeting/workshop notes within one (1) week following the meeting or workshop.
3. The total number of meetings/workshops budgeted is five (5).

B. DETAILED DESIGN SERVICES

1. Prepare a technical design memorandum that summarizes the basis of design and sizing for all major equipment components. The memorandum will include a structural evaluation and recommendations regarding resistance to uplift forces and lateral wall reinforcing for the existing chlorine contact tank. In addition, the memorandum will recommend post aeration diffuser type, sizing, and layout; post aeration blower sizing; operating strategy, preliminary construction costs and modifications to the existing CCT design to implement this PROJECT.
2. Prepare detailed design drawings for all elements of the work. The drawings will show site grading, access roads and layout of the post aeration facilities, structural and architectural components and details, mechanical equipment configuration and layout, HVAC systems and details, electrical equipment and connections, and process instrumentation and control diagrams. It is anticipated that diffuser layouts will be different for different suppliers. As a result, the plans will be based on a maximum of two diffuser grid layouts with provisions on the bid form for alternate suppliers to provide layout drawings with their bid.
3. Any CITY approved CCT design modifications, which are part of the Effluent Pump Station and Pond 3 Improvements project, will be performed under Optional Services.
4. Prepare construction specifications to supplement the detail design drawings. The front end documents including the notice to bidders, instruction to bidders, bid forms, bid surety forms, contract agreement form, typical contract provisions, and specific contract provisions will be in the City's standard format.

Technical specifications including Division 01 through 48 will be in ARCADIS's Standard Construction Specifications Institute (CSI) format.

5. Site survey will be based on data procured as part of the Effluent Pump Station and Pond 3 Improvements project.
6. Geotechnical data will be based on borings procured as part of the Effluent Pump Station and Pond 3 Improvements project. DESIGN ENGINEER shall retain geotechnical engineering firm to review geotechnical data and provide design recommendations.
7. Prepare opinions of probable construction costs for the work covered by the detail design drawings and specifications.
8. Prepare documents for procurement of instrumentation and controls system supplier for the post aeration work.
9. Prepare the Construction Permit application (if required) for submittal by the CITY. Permit fees will be paid by the CITY.
10. It is anticipated that less than greater than 1 acre will be disturbed by construction activities. As a result, a Rule 5 Storm Water Pollution Prevention Plan and Permit will not be required for the project.
11. Building Permits: The specifications will define requirements for the Contractor to obtain and pay for all required building permits.
12. Deliverables:
 - a. Technical Design Memorandum
 - b. 60% Design Submittal including:
 - i. Design drawings
 - ii. Draft Front End
 - iii. Draft specifications for major equipment
 - iv. Updated opinions of construction costs
 - c. 90% Design Submittal
 - i. Updated design drawings
 - ii. Updated project specifications including Front Ends
 - iii. Updated opinions of construction costs
 - iv. Applicable permit applications
 - d. Final Bid Submittal (100% Design)
 - i. Final design drawings
 - ii. Final project specifications
 - iii. Final opinions of probable construction costs

Task 2 – BID SUPPORT SERVICES

1. Bid Support services will include the following tasks:
 - a. Answer questions during the advertisement period
 - b. Prepare addenda for the CITY to issue.
 - c. Attend pre-bid conference.
 - d. Review the bids and make recommendations regarding the award of the contract.
 - e. Conformed Contract Documents. Prepare a complete set of Contract Documents (plans and specifications) incorporating all issued addenda after execution of the Construction Agreement by the CITY and Contractor. These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by "addenda, full counterpart copies of the addenda and accepted bid proposal". Submit one (1) electronic version of CTC project drawings and one (1) electronic copy of CTC project specifications. CTC documents to be delivered within four (4) weeks of bid due date.

Task 3 – CONSTRUCTION PHASE SERVICES (Design Services During Construction)

1. *Power Coordination Study during Construction.* Perform final power coordination study based on actual equipment furnished by the contractor for the project. Study will include a short circuit analysis, power coordination, equipment evaluation and arc flash analysis. A report will be prepared to document assumptions and results of the study. Based on results of the study, equipment labels will be prepared for all electrical equipment. Labels to be installed concurrent with DESIGN ENGINEER's regularly scheduled project site visits.
2. *Construction Schedule QA/QC Reviews.* DESIGN ENGINEER shall coordinate and assist in conducting bi-monthly construction schedule reviews to verify proper interrelationships and dependencies among project work elements and identify potential critical path and overall schedule completion issues.
3. *General Administration of the Contract Documents.* Consult with, advise and assist the ENGINEER in the role as CITY's representative. DESIGN ENGINEER's communications with the CITY and 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.

- a. *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"). 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, DESIGN ENGINEER 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. DESIGN ENGINEER attendance at the monthly construction progress meetings is at the direction of the CITY.

Monthly Construction Progress Meetings via Conference Call. Attend monthly construction progress meetings via conference call at the direction of CITY.

- b. *I&C Coordination:* Attend one (1) coordination meeting with the CITY and the Programmer selected by the CITY to program the PLC system.
- c. *Process Control System Field Testing:* Attend one (1) day 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.
- d. *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).
- e. *Request for Information (RFI).* Provide clarification and interpretations of the Contract Documents, as requested by the Contractor and/or ENGINEER. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The RFI responses will be issued normally within 7 calendar days of receipt and transmitted electronically through the CITY's Project Management Information System (PMIS).
- f. *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.
- g. *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).
- h. *Substitutes:* Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to ENGINEER.
- i. *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. DESIGN ENGINEER shall be entitled to rely on the results of such tests.
- j. *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

- k. *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.
- l. *Substantial Completion.* 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.
- m. *Final Notice of acceptability of the work.* 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.
- n. *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.

- 1) 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.
- 2) Furnish 25 copies of the edited O&M manual before startup of the facilities for CITY review, and use during training and startup.
- 3) After startup of the facilities is complete, modify the revised sections to incorporate CITY review comments.
- 4) 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.
- 5) Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the CITY.

a. *Standard Operating Procedures (SOP) and Training. (Contingency Allowance)*

- Page 8 of 14

- 5) Prepare and deliver operator training for operations and maintenance staff. Training shall include drawings, visual aids, and operational information including flow chart(s) that provides decision-making guide for operators under routine operational conditions.
- 6) Prepare training materials for up to 25 City staff.
- 7) The DESIGN ENGINEER shall review the vendor training information for conformance with the Contract Documents prior to training sessions with City staff.

b. *Startup Services.(Contingency Allowance)*

- i. 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.
- ii. Startup plan shall include components related to the construction sequencing. 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.
- iii. Provide startup operation services to assist in the startup of the facilities.
- iv. Provide process control troubleshooting services during startup of improvements.

D. SCHEDULE

DESIGN ENGINEER will be authorized to proceed with the Design Phase Services as outlined herein upon execution of this agreement. DESIGN ENGINEER shall perform Construction Phase Services consistent with the schedule of the construction contractor. Contractor's construction schedule is expected to begin in 2015 and be substantially completed in 2016.

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by CITY and negotiated fees, ENGINEER can provide the following additional services. The scope and cost for the services are not included as part of the Scope of Basic Design Services described above.

1. Value engineering
2. Operation and Maintenance Manual and Process Overview Training
3. Utility Locates
4. Other services performed or furnished by DESIGN ENGINEER not otherwise provided for in this Agreement.

F. CONTINGENCY ALLOWANCE TASKS

Contingency items are authorized by the CITY and shall have prior approval of fees prior to commencement. Contingency Allowance budget amounts are reflected in ATTACHMENT 1. Contingency tasks may include (but not specifically limited to) the following services:

1. Design/Construction Services Allowance.
 - a. Upon authorization from the CITY perform Task 3.5.a, SOPs and Training Services
 - b. Upon authorization from the CITY perform Task 3.5..b, Startup 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 ENGINEER reports, studies, regulatory decisions and similar information relating to the Services that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

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

Provide 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.

D. MEETINGS

Attend the pre-construction conference, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

E. DOCUMENT REVIEWS

Examine documents submitted by DESIGN ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as City deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

F. ACCESS

Provide access to Project premises for DESIGN ENGINEER and the DESIGN ENGINEER's representatives and/or subcontractors to provide services as defined under this Agreement.

G. OTHER CONSULTANTS

Advise DESIGN ENGINEER of the scope of services of any independent consultants employed by City to perform or furnish services in regard to the Project.

H. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

Provide access and support for the City's Project Management Information System (PMIS) for duration of Project.

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 \$ 341,293.00 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.

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

B. BILLING AND PAYMENT

1. Timing/Format

- a. DESIGN ENGINEER shall invoice CITY monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.
- b. CITY shall pay DESIGN ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

- a) Worker's Compensation 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, ENGINEER shall indemnify and save harmless the CITY from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

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

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

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

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Post Aeration Design Phase For Civil, Mechanical, Structural and Architect Services	\$ 184,855.00
Construction Phase	\$ 145,212.00
<u>Contingency Allowances Tasks – As authorized by PM</u> Task F.1 Design/Construction Services Allowance	<u>\$ 11,226.00</u>
TOTAL NOT TO EXCEED FEE:	\$ 341,293.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

1. Payment of actual hourly rates for services rendered by ARCADIS employees working directly on the Project. Hourly rates will be in accordance with the following schedule:

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
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
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 1	\$133.00/hr

2. Payment for reimbursable costs, as authorized by the City will be invoiced at cost. These items 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 management duties. Mileage for travel will be billed at the IRS business rate per mile for automobile.
3. "Onsite" rates apply to services provided utilizing City of Fort Wayne offices.
4. "Offsite" rates apply to services provided utilizing ARCADIS offices.

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) ☒ **X**

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. ☒ **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).
1. WPCP Primary/Secondary Treatment and Digester Process Upgrades
 2. RPR Services – WPCP Process Upgrades
 3. Effluent Pump Station DSDC Services
 4. Sewer Capacity Project Assistance
 5. Water Utility Program Assistance
 6. Asset Management Services
 7. 3RPORT Tunnel Planning and Design
 8. Ewing/Taylor Hale Construction Management Services
 9. Master Specification Development Services
 10. Facility, Sewer and Storm Engineering Assistance
 11. EPS Startup and Training
 12. South Maumee Relief Sewer Design
- 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 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

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 5/21/15

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: May 27, 2015
To: Common Council Members
From: Zachary Schortgen, City Utilities Engineering
RE: Professional Service Agreement for Water Pollution Control Plant Effluent Aeration Improvements
Res. #76062 , W.O. #76062

Council District # N/A

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. The Water Pollution Control Plant Effluent Aeration Improvements project includes the preparation of construction contract documents for a new aeration system at the Water Pollution Control Plant (WPCP). The project includes the installation of mechanical aeration equipment, electrical power, controls, and associated work. The new mechanical aeration system is proposed to be located in the existing Chlorine Contact Tank and will better support maintaining WPCP discharge permit limits for required dissolved oxygen content in plant effluent before being discharged to the river and also be more cost effective to operate.

Implications of not being approved: Currently aeration takes place at both the aerated sludge basins and at the outfall from Pond 3. The WPCP NPDES permit requires a minimum dissolved oxygen (DO) content in the plant effluent before being discharged to the river. The aeration structure at the Pond 3 outfall is non-mechanical and has been challenging and costly to operate periodically in the summer months and is also less effective during high river events. The aeration process for nitrification used at the aerated sludge basins currently is set to over inject air to also help achieve effluent DO levels. Separating the nitrification process air from air requirements needed to obtain proper DO levels will free up capacity in the blowers needed for new design treatment process flow and also reduce the power consumption at the plant.

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

Selection and Approval Process: A RFQ was sent out to over 120 firms on the City's distribution list and posted on the City website. Arcadis was one of 7 firms to submit a statement of Qualifications for the design of the Effluent Pump Station and associated improvements to the WPCP facilities on the north side of the Maumee River. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. Evaluation was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected Arcadis. As part of the Effluent Pump Station project PSA, Arcadis began the initial study and basis of design for the Effluent Aeration Improvements. This PSA completes design and provides for construction engineering services for the project.

Competitive pricing was received for these services. The Board of Public Works approved the contract on May 27, 2015.

The cost of said project funded by State Revolving Fund

Council Introduction Date: June 9, 2015

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File