

BILL NO. S-16-02-14

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - WATER POLLUTION CONTROL PLANT POND 3 IMPROVEMENTS - RES. #76026, W.O, #76026 between FLEIS & VANDENBRINK 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 PROFESSIONAL SERVICES AGREEMENT - WATER POLLUTION CONTROL PLANT POND 3 IMPROVEMENTS - RES. #76026, W.O, #76026 by and between FLEIS & VANDENBRINK 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 Professional Engineering Services for Water Pollution Control Plant Pond 3 Improvements - project includes the preparation of construction contract documents, bidding and services during construction for the partitioning of Pond 3. The Project includes the design of an earthen berm, infrastructure for bleed back of Ponds 2 and 3, odor control equipment, electrical power, controls, and civil site work. The new Pond 3 size will better support operations and maintaining discharge permit requirement of plant effluent water:

involving a total cost of not to exceed SEVEN HUNDRED NINETY-NINE THOUSAND, FOUR HUNDRED SEVENTY-FOUR AND 00/100 DOLLARS - (\$799,474.00). A copy of said Contract is on file with the Office of the City

1 Clerk and made available for public inspection, according to law.
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3 **SECTION 2.** That this Ordinance shall be in full force and effect
4 from and after its passage and any and all necessary approval by the Mayor.
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7 _____
8 Council Member

9 APPROVED AS TO FORM AND LEGALITY
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12 _____
13 Carol Helton, City Attorney
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Interoffice Memo

Date: February 18, 2016
To: Common Council Members
From: Chris Ravenscroft, City Utilities Engineering
RE: **Water Pollution Control Plant Pond 3 Improvements**
Res. #76026 , W.O. # 76026

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. "Water Pollution Control Plant Pond 3 Improvements" project includes the preparation of construction contract documents, bidding and services during construction for the partitioning of Pond 3. The project includes the design of an earthen berm, infrastructure for bleed back of Ponds 2 and 3, odor control equipment, electrical power, controls, and civil site work. The new Pond 3 size will better support operations and maintaining discharge permit requirement of plant effluent water.

Implications of not being approved: Pond 3 is +/-30 acres and takes treated water around 24 hours to travel through to the outfall. Due to the detention time of the water, Pond 3 has been operationally challenging. Environmental factors affect the ability to control algae and weed growth. Aquatic life affects chlorine dose to manage E-coli, and consumes dissolved oxygen that is needed to meet effluent requirements. These factors increase the cost of operations and maintenance.

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

Selection and Approval Process:

The consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was sent to over 100 firms and posted on the City website, and 2 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms. A request for proposals was then developed and sent to the firms. Both firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Fleis & Vandenbrink Engineering for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on February 17, 2016

The cost of said project funded by State Revolving Fund

Council Introduction Date: February 23, 2016

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File

PROFESSIONAL SERVICES AGREEMENT

WPCP Pond 3 Improvements ("PROJECT")

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

(Engineer)
Fleis & VandenBrink Engineering, Inc.
5331 S. Bend Drive
Fort Wayne, IN 46804

Who agree as follows:

City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). Engineer shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from City. City and Engineer agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

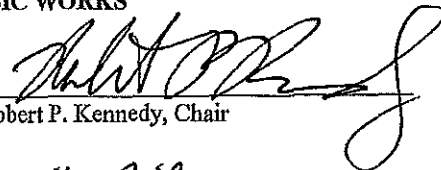
#760226

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Robert P. Kennedy, Chair

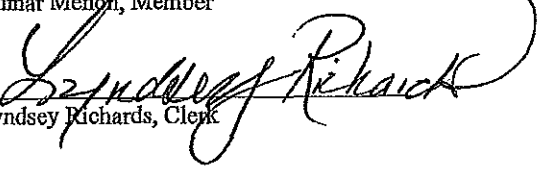
BY:


Mike Avila, Member

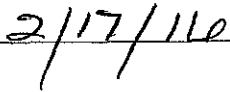
BY:


Kumar Menon, Member

ATTEST:


Lyndsey Richards, Clerk

DATE:

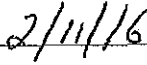


APPROVED FOR ENGINEER

BY:


Paul R. Galdes, PE
Vice President

DATE:



PART I
SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

Provide Design, Bidding, and Design Services During Construction (DSDC) for improvements to the City's Water Pollution Control Plant (WPCP) Ponds. The design mainly consists of improvements to Pond 3. The main project items include:

- 1) Pond 3 Partitioning: Items include adding a berm to create Pond 3A (polishing) and 3B (wet weather storage) within the existing Pond 3. Pond 3A will be approximately 725' long by 241' wide at toe of slope based upon conceptual design recommendations. The earthen berm will be approximately 8'-wide at top with a clay core, 1:3 side slopes, and rip rap on the side slopes.
- 2) Pond 3A Filling: Items include a new concrete Junction Chamber connecting into the existing 84" effluent line and two electrically actuated 84" sluice gates. The Junction Chamber will also include a wet well chamber, isolated via a sluice gate, for the Ponds 2 and 3 Sweet Water Pumping System. An influent flow distribution system inside the pond and baffling will reduce the potential for short circuiting.
- 3) Pond 3 Bleed Back: Items include a new bleed back structure for controlling bleed back from Pond 3B and providing for draining of Pond 3A. Pond 3B bleed back will be controlled using two 24" x 30" electrically actuated sluice gates, a magnetic flow meter, and level control structure. Pond 3A will use an isolation valve. These flows will discharge into the existing 72" Maumee Interceptor.
- 4) Ponds 2 and 3 Sweet Water Pump Station: Located within the wet well chamber at the new Junction Chamber, these two constant speed submersible pumps will each be rated for 2.5 million gallons per day. A valve chamber will contain plug and check valves. Discrete 18" forcemains and flow meters will measure flows to Pond 2 and Pond 3B. Operations staff will be able to remotely monitor and control the pumps utilizing the WPCP SCADA system, or locally, using a timer or volume basis.
- 5) Pond 1-2 North Interconnect Structure: These improvements could include relocating the sampler building to allow for the installation of a new concrete wall and electrically actuated 42" sluice gate. There are a number of electrical conduits that will be relocated at the building. Another option will be evaluated during design that consists of installing the electrically actuated gate at the existing Baldwin Interceptor level control bleed back structure.
- 6) Pond 2 - 3 Interconnect Structure: These improvements consist of replacing the existing 96" x 60" sluice gate and actuator.

Assumptions:

- City of Fort Wayne specifications will be used. Where City specifications are not available or not appropriate, Engineer's specifications will be used.
- City of Fort Wayne CADD standards will be used and supplemented with Engineer's standards where additional information is required.
- Detailed geotechnical information will be collected only for the locations of proposed pipe penetrations or berm connections. The project will not include any structural or water holding analysis of the existing pond berms.
- Electrical, Instrumentation and Controls: The design assumes sufficient electrical supply is available near the new effluent pump station such that additional electrical runs to bring in electrical power requirements is not needed.
- I&C SCADA connections are assumed available within existing control panel in the recently constructed effluent pump station.

- Operational recommendations may be made to help reduce the potential for wet weather storage in Pond 3B impacting the quality of the treated effluent in Pond 3A.
- Permitting: Should this Contingency Task be authorized by the City, the Engineer can prepare the following permit applications for the project. The City will pay any application fees. The anticipated permitting list includes:
 - Rule 5- Notice of Intent, State Form 47487, for coverage under the NPDES General Permit Rule for storm water discharges associated with construction activity.
 - Flood Control Act- Permit Application for Construction, State Form 42946, for excavation, fill, or construction in a floodway.
 - Application for Wastewater Treatment Plant Construction Permit Per 327 IAC 3, State Form 53160.

The City will contact IDEM directly with any permitting questions.

- Geotechnical and Utility Locations:
 - City will subcontract the geotechnical investigation work at the golf driving range site immediately east of Pond 3. Cost savings may be realized if suitable soils for construction of the lagoon berm clay core are available from the driving range site. ENGINEER will provide recommendations for soil boring locations, depths, materials testing and identification, and coordinate the work with the City and their subconsultant. ENGINEER will provide a geotechnical technician or engineer onsite during the field work.
 - ENGINEER can subcontract geotechnical work at Pond 3, if this Contingency Task is authorized by the City. This work should include soil borings in the area of the proposed junction chamber structure, where the new pond berm will connect into the existing berm, and within Pond 3 along the route of the proposed berm. The drilling rig will be floated on a barge. The pond must be free of ice and the ambient temperature must be above freezing to perform the work.
 - ENGINEER can subcontract the subsurface utility location with Bloodhound in the areas of work that are essentially along the south berm of Pond 3 to the Maumee River. Then west to east from the Disinfection Building east past the location of the proposed berm. They will also determine if the metal sheeting installed as part of the 1977 Maumee Interception construction project was left in place. This Contingency Task will require authorization by the City.
 - Foundation design assumes piles will not be required, consistent with the recent effluent pump station work.
 - We assume the new Pond 3 berm will be keyed into suitable existing clay material in Pond 3 to minimize seepage between Ponds 3A and 3B.
- City will prepare the majority of Division 0 specifications for the Engineer to incorporate into the Project Manual.
- Any improvements should be evaluated with the knowledge that:
 - A new deep tunnel will be constructed in the future and the improvements to the ponds should be consistent with those upgrades.
 - A CH2M study evaluating partitioning of Pond 3 also included options for High Rate Treatment.

C. SCOPE OF SERVICES

The duty of the Engineer is to develop final construction documents. The final construction documents shall be sealed by a registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer shall develop and provide the following Services:

Task 1 – Project Schedule and Review Meetings

- 1.1 Prepare and maintain Project design schedule.
- 1.2 Attend three (3) design review meetings to be held at City's office or at the pond site:
 - a. Task 2 –Preliminary Design Meetings:
 - i. 30% Submittal and

- ii. 60% Submittal.
 - b. Task 3 - Final Design Meeting at 95% Submittal. The Final Design meeting is presented and discussed below.
- 1.3 Prepare meeting agendas. Keep and distribute meeting minutes within 7 days following the meeting.

Task 2 - Preliminary Design (30% and 60% Submittals)

Phase I (30% submittal)

- 2.1 Research City documents for existing mapping, utility information, as-built drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
 - 2.2 Identify major utilities and their approximate location from Utility maps.
 - 2.3 Check conflicts with other proposed projects in the immediate area.
 - 2.4 Engineer shall complete the field topographic survey in the area around the Pond 3 site, cross section Pond 3 in the area of the proposed work, locate the existing baffles, and profile the pond bottom. Limited Sludge Judge sampling to determine biosolids levels in Pond 3 will also be performed to provide a general representation of the overall biosolids quantities. This service would be provided concurrently with the field survey cross sectioning of the ponds. It is our understanding the City will allow Engineer's staff to utilize the City's boat to perform the pond cross sectioning survey.
 - 2.5 Prepare preliminary site drawings using the WPCP site datum. (NGVD 29) and tied into the Indiana State Plane Coordinate System.
 - 2.6 Prepare 30% Design Technical Memorandum for the proposed work and preliminary hydraulic calculations. Hydraulic calculations will be made for the new inflow structure into Pond 3A. The Pond 3A flow control outlet will also be considered. A maximum day flow and average day flow will be evaluated. The available head loss for the structure is assumed to be provided by the City.
- For the new Sweet Water pump station, hydraulic calculations for flow into the pump station from the Pond 3A Junction Chamber will be evaluated for three operational scenarios. Based upon the pump requirements, it is possible that the lowest operating levels in the Junction Chamber may be below the required minimum water depth for pump performance. The design will consider a low water cut off level for the pumps.
- The proposed plans for subsurface investigations (geotechnical and utilities location) will be presented.
- 2.7 Prepare 30% Preliminary Design Drawings.
 - 2.8 Prepare out line of proposed specifications.
 - 2.9 Perform QC of the Preliminary Design.
 - 2.10 Submit 30% Preliminary Design Documents to the City for review and approval (2 complete sets and PDF Version). Submittal includes the following:
 - Technical Memorandum
 - Preliminary Design Drawings (full size)
 - Specification Outline
 - Summary of probable construction costs.

Phase II (60% submittal)

- 2.11 After concurrence by the City, the geotechnical investigation work can commence in the area of Pond 3 and at the adjacent golf driving range (soils mining) site. ENGINEER will provide a geotechnical technician or engineer onsite during the field work.
- The Engineer will subcontract geotechnical work at Pond 3, if this Contingency Task is authorized by the City. This work will include soil borings in the area of the proposed junction structure, existing berms where the new berm will connect, within Pond 3 along the route of the proposed berm, and near the proposed bleed back connection into the Maumee Interceptor.
 - City will subcontract geotechnical work at the soils mining site. The Engineer will provide recommended soil boring locations, depths, and materials testing, coordinate the work with the City and their sub-consultant, and provide a geotechnical technician or engineer for two days onsite during the field work.
 - Engineer will evaluate geotechnical information provided by the Geotechnical sub-consultant and for berm pipe penetrations and berm construction design. Recommendations will be summarized in a Technical Memorandum.
- 2.12 The Engineer can subcontract the subsurface utility location in the areas of work that are essentially along the south berm of Pond 3 to the Maumee River, if this Contingency Task is authorized by the City. Engineer will provide a field technician during drilling activities.
- 2.13 Prepare the 60% Design Technical Memorandum for the proposed work and preliminary hydraulic calculations. The 60% Design Technical Memorandum will include near-final hydraulic calculations, electrical demand estimates, pump selection and equipment preference documentation, and approach to I&C design and programming. The project geotechnical memoranda will be referenced as attachments to the Design Technical Memorandum.
- 2.14 Prepare the 60% Preliminary Design Drawings, incorporating design improvements presented in Phase I review. The Drawings will generally include: (estimated):

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	9
Civil / Site Work	21
Structural	9
Process Mechanical	5
Electrical	9
Instrumentation & Control	7

TOTAL of 61 design drawings are estimated to be prepared by the Engineer. The anticipated drawing list by discipline is provided below:

General	
1	Title Sheet and Vicinity, Location Maps
2	Index to Drawings
3	Abbreviations and Designation Legend
4	Hydraulic Profile
5	Process Design Data and Equipment Summary
6	I&C Legend
7	Sitework Legend
8	Process Mechanical Legend
9	Process Mechanical Legend
10	Electrical Legend

Instrumentation and Control	
11	P&ID Existing Pond 1-2 North Interconnection Structure and Meter Vault
12	P&ID Sweet Water Junction Chamber/Pump Station
13	P&ID Pond 2 and 3 Interconnection Structure (may be combined)
14	P&ID Ponds 3A/3B Bleed Back Metering Vault and Structure
15	Control System Block Diagram
16	Typical Control Schematics
17	Standard Details
Site/Civil Work	
18	Site Plan and Contractor Staging
19	Site Plan Details
20	Excavation Plan
21	Stormwater Management/Erosion Control Plan 1
22	Stormwater Management/Erosion Control Plan 2
23	Site Yard Piping Plan
24	Miscellaneous Pond Piping - Plans and Profiles
25	Pond 3 Bleedback Piping - Plan and Profile 1
26	Pond 3 Bleedback Piping - Plan and Profile 2
27	Sweet Water Piping to Pond 2 - Plan and Profile 1
28	Sweet Water Piping to Pond 2 - Plan and Profile 2
29	Sweet Water Piping to Pond 3B - Plan and Profile
30	Pond 3 Berm Plan
31	Pond 3 Berm Plan
32	Pond 3 Section
33	Pond 3 Section
34	Pond 3 Berm Details
35	Pond 3 Berm Details
36	Standard Details
37	Standard Details
38	Standard Details
Structural	
39	General Structural Notes
40	Pond 1-2 North Interconnection Structure Plan
41	Sweet Water Junction Chamber/Pump Station Plans
42	Sweet Water Junction Chamber/Pump Station Sections and Details
43	Ponds 3A/3B Bleedback Inlet Structure Plan
44	Ponds 3A/3B Bleedback Inlet Structure Sections and Details
45	Ponds 3A/3B Metering Vault & Flow Control Structure Sections & Details
46	Maumee River Interceptor Manhole Plan and Sections
47	Standard Details
Process Mechanical	
48	Sweet Water Junction Chamber/Pump Station Plan
49	Sweet Water Junction Chamber/Pump Station Sections and Details
50	Pond 2-3 Interconnection Structure Gate
51	Standard Details
52	Standard Details
Electrical	
53	Electrical Site Plan & Duct Bank Sections
54	One Line Diagram Demo & New
55	Pond 1-2 North Interconnection Structure Plan, Sections and Details
56	Pond 2-3 Interconnect Structure Plan, Sections and Details
57	Sweet Water Junction Chamber/Pump Station Plan, Sections and Details
58	Ponds 3A/3B Metering Vault/Bleedback Structure Plan, Sections and Details
59	Panel Schedule
60	Standard Details
61	Standard Details

2.15 Prepare draft technical specifications in MF04 format.

2.16 Perform QC of the Preliminary Design.

- 2.17 Prepare 60% estimate of probable construction costs.
- 2.18 Submit 60% Preliminary Design Documents to the City for review and approval (2 complete sets and PDF Version). Submittal includes the following:
 - Technical Memorandum
 - Draft Permit Applications
 - Preliminary Design Drawings (full size)
 - Specifications
 - Summary of probable construction costs.
- 2.19 Upon approval of Preliminary Design Drawings, submit one copy for the City to "route" for internal comment. City will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to Engineer at the review meeting.

Task 3 - Final Design (95% - 100% submittal)

Update design documents, incorporating 60% Design City and QC review comments.

- 3.1 Prepare the 95% Design Technical Memorandum for the proposed work and hydraulic calculations. Information from prior Design Technical Memorandum submittals will be updated based upon prior design phase comments.
- 3.2 Prepare the 95% Design Drawings.
- 3.3 Prepare 95% technical specifications.
- 3.4 Perform QC of the 95% Design.
- 3.5 Prepare 95% estimate of probable construction costs.
- 3.6 Submit 95% Design Documents to the City for review and approval (2 complete sets and PDF Version). Submittal includes the following:
 - Technical Memorandum
 - Final Draft Permit Applications
 - Design Drawings (full size)
 - Specifications
 - Summary of probable construction costs.
- 3.7 After incorporating review comments, prepare and submit one (1) electronic version of the Final Project specifications (Microsoft Word), one (1) set of sealed paper bond drawings, and one electronic copy of Project drawings in 2007 DWG file format or newer (Civil 3D 2007 or newer) and one electronic copy of the Project Drawings in PDF.

Task 4 - Bidding Phase. The bidding phase services shall include the following:

- 4.1 Attend Pre-bid Meeting.
- 4.2 Engineer shall prepare and assist the City with issuing the addenda, as needed to interpret, clarify or expand bidding documents.
- 4.3 Conformed to Contract Documents
The Engineer shall prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC Project drawings in both PDF

and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

Task 5 – Construction Phase. The construction phase shall include the following:

- 5.1 Attend a Pre-Construction Meeting.
- 5.2 Review of Contractor shop drawings (estimate 60 submittals) for materials and equipment required for the project to ensure compliance with the project specifications and intent. This includes training and utilization of City's Project Management Information System (PMIS).
- 5.3 Assist in resolution of any questions or construction issues (estimate 20 RFIs).
- 5.4 Perform an estimated 10 site visits to assist Program Manager in resolution of design or construction problems.
- 5.5 Prepare digital and paper copy Record Drawings based upon red-line mark-ups from the Contractor and Owner. Submit one (1) electronic copy of Project drawings in 2007 DWG file format or newer (Civil 3D 2007 or newer) and one electronic copy of the Project Drawings in PDF format.
- 5.6 ENGINEER will conduct on-site observations of the Contractor's startup of the pumping system for the purposes of determining if the work conforms to the contract for the operation and design concepts. ENGINEER will observe functional testing of the pumps, gates, and valves to determine general conformance with contract requirements and will assist the Contractor in resolving startup issues related to the system. One trip, lasting two 8-hour days, by a non-local Senior Technician is assumed.
- 5.7 Instrumentation Programming: ENGINEER will provide instrumentation programming services. Programming is estimated for up to 74 input/output points from various equipment (pumps, valves, gates, flow meters, level sensors). I&C connections are assumed available in the effluent pump station. Programming will occur in the ENGINEER's office.
- 5.8 Instrumentation Startup: ENGINEER will provide support for instrumentation start-up. Start-up will likely occur at different times for different equipment. One trip of 4 days is assumed for the pump station startup. Three trips of 2 days each plus travel are assumed for the gates and other equipment startup as the equipment will likely become functional at different times.

D. SCHEDULE

The Project will be completed per the project schedule below. The schedule is based on days after receiving a Notice to Proceed (NTP) and receiving prompt review and approvals from City (2 weeks per review are included in the schedule).

<u>DESIGN MILESTONE</u>	<u>DAYS AFTER NTP</u>
Phase I- 30% Design Review Meeting	70 days
Phase II- 60% Design Review Meeting	133 days
Final Design- 95% Design Review Meeting	175 days
100% Final Design Submittal	203 days

The DSDC services and rates assume construction occurs starting in fall 2016, lasting approximately 14 months, and is completed in 2017.

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by the City and negotiated fees, Engineer will provide the following additional services:

Contingency Tasks

Contingency items are authorized by the City and shall have prior approval of fees prior to commencement.

- Prepare construction permit applications for the project.
- Subcontract with Alt-Witzig to perform soil borings and geotechnical evaluation at Pond 3 for the proposed junction chamber structure, where the new pond berm will connect into the existing berm, and within Pond 3.
- Subcontract with Bloodhound to provide subsurface utility location in the areas of work that are essentially along the south berm of Pond 3 to the Maumee River.
- Attend additional meetings as needed to review and discuss the Project.
- If the geotechnical work being performed by the City identifies suitable clay material at a reasonable depth that it can be mined for construction of the clay core in the proposed berm, the following services could be authorized by the City: 1) Field topographic survey of the former golf driving range site, which may be used as a borrow site. 2) Prepare two drawings of the borrow area (Plan, Cross Sections) showing the clay seams usable for construction of the proposed berm.
- Conduct nitrate monitoring from Pond 1 to gage Sweet Water performance in Pond 1 to further inform seasonal variations in Sweet Water dosing needs.
- Provide additional geotechnical investigation support if the golf driving range does not have sufficient clay soils for construction of the Pond 3 berm.
- Prepare Operations and Maintenance Manuals.
- In company with City and/or City's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

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. The reports shall include any soils analysis in the area of the ponds. The City has provided a report dated April, 15, 2011, prepared by GME Testing entitled, "Subsurface Exploration and Geotechnical Engineering Services, Fort Wayne Water Pollution Control Plant, Pond 2 and Other Improvements." Further, the Engineer understands the Owner will be hiring a geotechnical firm to perform subsurface exploration and geotechnical engineering services at the former golf ball driving range to determine suitability of materials onsite for use in the earthen berm construction. The Engineer will rely on the recommendations made in these reports.

Provide Engineer with a maximum of two (2) copies each of existing City utility maps, aerial maps, topographic surveys of the Pond site, and contour maps that are readily available in the Citizens Square Building.

Pay any construction permit application fees.

Provide Engineer with electronic copies of ortho aerial photography, GIS base map information (AutoCAD 2007 format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 2007 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 Zachary 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 \$ 799,474.00 as summarized in Attachment 1.

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

B. BILLING AND PAYMENT

1. Timing/Format

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

2. Billing Records

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

To the fullest extent permitted by law, City shall indemnify and save harmless, Engineer from and against loss, liability, and damages sustained by Engineer, its agents, employees, and representatives by any reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of City, its agents or employees.

In no event shall either party be liable to the other for any and all indirect or consequential damages arising from the services contemplated under this Agreement.

13. **LIMITATIONS OF LIABILITY.** No employee or agent of Engineer shall have individual liability to City. City agrees that, to the fullest extent permitted by law, Engineer's total liability to City for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement shall not exceed the total compensation received by Engineer under this Agreement except for third party personal injury or property damage which shall be limited to the extent of Engineer insurance coverage (minimum \$250,000.00). The limitation of liability expressed herein shall apply whether the liability is claimed to arise in contract, tort (including but not limited to negligence), strict liability or otherwise.

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 inure to the benefit of any permitted assigns.

15. **ACCESS.** City shall provide Engineer safe access to any premises necessary for Engineer to provide the Services.

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

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

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

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

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

WPCP Pond 3 Improvement Design

Task 1 – Project Schedule and Review Meetings	\$ 62,500.00
Task 2 – Preliminary Design (30% and 60% Submittals)	\$ 319,546.00
Task 3 – Final Design (95% & 100% Submittals)	\$ 166,228.00
Task 4 – Bid Phase	\$ 22,700.00
Task 5 – Construction Phase	\$ 178,500.00

Optional Services - As authorized by City

\$ 50,000.00

TOTAL NOT TO EXCEED FEE: \$ 799,474.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Senior Engineering Manager III	\$192.00
Senior Engineering Manager II	\$171.00
Senior Engineer Manager	\$155.00
Senior Project Manager	\$155.00
Engineer Manager II	\$137.00
Engineer Manager	\$123.00
Project Engineer	\$109.00
Engineer II	\$98.00
Engineer EIT	\$81.00
Sr. Geologist	\$123.00
Architect II	\$123.00
Architect	\$109.00
Architectural Designer II	\$81.00
Sr. Administrative III	\$123.00
Administrative III	\$81.00
Administrative II	\$66.00
Administrative	\$54.00
Sr. Landscape Architect	\$123.00
Sr. Landscape Architect II	\$137.00
Planner III	\$98.00
Survey Crew Chief II	\$96.00
Survey Manager II	\$123.00
Survey Manager III	\$137.00
Technician	\$54.00
Technician II	\$66.00
Technician III	\$81.00
Senior Engineering Tech	\$97.00
Senior Engineering Tech II	\$109.00

Rates effective March 28, 2015

CITY OF FORT WAYNE, INDIANA

FLEIS & VANDENBRINK ENGINEERING, INC

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
- 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 \$50,000 or more. Vendors shall disclose their 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 for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the 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:

Name: see attachment _____ %

Name: _____ %

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

- c. 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 _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

See Attached

b. 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).

See Attached

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (If applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

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

Fleis & Vandenbrink Engineering, Inc., 5331 S. Bend Drive, Fort Wayne, Indiana 46804
(Name of Vendor)

Address

(260) 435-1414

Telephone

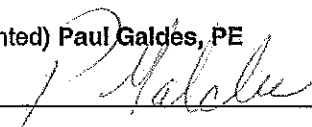
pgaldes@fveng.com

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 Galdes, PE**

Title **Vice President**

Signature 

Date 1/29/16

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

Equity Ownership exceeding 5%

<u>Name</u>	<u>Address</u>	<u>% Ownership</u>
Larry Fleis	2960 Lucerne Dr., Grand Rapids, MI 49546	43.3%
Richard Grant	2960 Lucerne Dr., Grand Rapids, MI 49546	9.3%
Paul Galdes	2960 Lucerne Dr., Grand Rapids, MI 49546	6.8%
Brian Rice	2960 Lucerne Dr., Grand Rapids, MI 49546	9.3%
Craig Shumaker	2960 Lucerne Dr., Grand Rapids, MI 49546	5.5%

Fleis & Vandenbrink Engineering, Inc.

Current and Pending Contracts

<u>Project Name</u>	<u>Purchase Order Number</u>	<u>City Work Order Number</u>	<u>Date</u>	<u>City Contact</u>
GS Lift Station, Design, Bidding and Design Services During Construction	15905074-000	76037	3/18/2015	Nathan Baggett
Summit Park Trail & Sidewalk- Phase I Design	15123022-000	0073N	6/26/2015	Dawn Richie
Design Concept for WPCP Ponds	pending	76026	10/7/2015	Zach Schortgen
Design Assistance for Brown Street Pump Station Building Improvements	15905154-000	75884	10/14/2015	James Hyde

CITY OF FORT WAYNE, INDIANA

FLEIS & VANDENBRINK ENGINEERING, INC

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
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- 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: _____ 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:

Name: see attachment _____ %

Name: _____ %

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):

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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

- c. 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 _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

See Attached

b. 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).

See Attached

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

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d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

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- 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
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Fleis & Vandenbrink Engineering, Inc., 5331 S. Bend Drive, Fort Wayne, Indiana 46804

(Name of Vendor)

Address

(260) 435-1414

Telephone

pgaldes@fveng.com

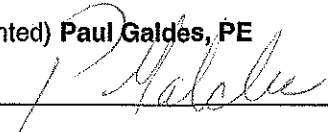
E-Mail Address

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 Galdes, PE**

Title **Vice President**

Signature



Date

1/29/16

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