

BILL NO. S-16-03-20

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL
ENGINEERING SERVICES AGREEMENT FOR
ACTIVATED SLUDGE AERATION
IMPROVEMENTS PH. 1 - RES. #76199, W.O.
#76199 between CH2M HILL ENGINEERS, 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 ENGINEERING
SERVICES AGREEMENT FOR ACTIVATED SLUDGE AERATION
IMPROVEMENTS PH. 1 - RES. #76199, W.O. #76199 by and between CH2M
HILL ENGINEERS, 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 consultation and advice, and other
customary services incidental thereto. Activated Sludge
Aeration Improvements Ph. 1 will develop a design for
addition of mechanical mixing technology to the existing
aeration basin selector zones at the Water Pollution Control
Plant:

involving a total cost of TWO HUNDRED THIRTY-SIX THOUSAND, SEVEN
HUNDRED TEN AND 00/100 DOLLARS - (\$236,710.00). A copy of said
Contract is on file with the Office of the City Clerk and made available for
public inspection, according to law.

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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

ACTIVATED SLUDGE AERATION IMPROVEMENTS Ph. 1

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

CH2M HILL, Engineers, Inc. (Engineer)
701 S. Clinton St.
Suite 324
Fort Wayne, IN 46802

The CITY and CH2M HILL 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.

76199

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: Absent
Robert P. Kennedy, Chair

BY: Mike Ayala
Mike Ayala, Member

BY: [Signature]
Kumar Monod, Member

ATTEST: Lyndsey Richards
Lyndsey Richards, Clerk

DATE: 3/9/16

APPROVED FOR ENGINEER

BY: [Signature]
Todd Webster, P.E.
Water Business Group, Vice President

DATE: 2/26/16

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 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

This project will develop a design for addition of mechanical mixing technology to the existing aeration basin selector zones at the Fort Wayne Water Pollution Control Facility.

C. SCOPE OF WORK

The duty of the 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 Engineer. The Engineer shall develop and provide the following services:

Selector Zone Mixing Improvements

Task 1 - Project schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Attend two (2) review meetings -- *proposed* to occur at the end of Preliminary Design Part I and after completion of Preliminary Design Part II. These meetings are held at the Program Manager's office.
- 1.3 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 - Preliminary Design

Phase I (30% submittal)

- 2.1 Review previous phosphorus removal technical memorandum (TM) that was developed in 2014.
- 2.2 Request and review information related to the aeration basin structures, electrical service availability, and instrumentation I/O in the aeration basins.
- 2.3 Engineer shall evaluate up to four different mixing technologies for the selector zone mixing. At a minimum, the evaluation will include:
 - Capital cost
 - Operating cost
 - Maintenance requirements and cost
 - Impact on anaerobic zone integrity
 - Ability to operate in cyclic mode for intermittent selector zone mixing
- 2.4 Engineer shall identify any additional instrumentation that would be beneficial for operation of the selector zone mixers.
- 2.5 Engineer shall deliver TM 1: Selector Zone Mixing Technologies. This TM will summarize the mixer technology alternatives and develop a recommended mixing technology as well as any

ancillary component improvements related to electrical supply, catwalk access, and instrumentation needs.

- 2.6 Engineer shall conduct Workshop 1: Selector Zone Mixing Technology Review. This workshop will review the findings in TM 1 and finalize a selector zone mixing technology.
- 2.7 Prepare preliminary site drawings based on the selected mixing technology and ancillary components. These preliminary drawings shall include equipment location, preliminary P&IDs, and preliminary one-line diagrams.
- 2.8 Furnish one copy of the Preliminary Design – Phase I Drawings to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

Phase II (60% submittal)

- 2.9 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	2
Plan (and Profile) Sheets	4
Structural Sheets	2-3
One-line Diagrams	2
P&ID	2
<u>Special Detail Sheets</u>	<u>1-3</u>
TOTAL	14-17

- 2.10 Prepare draft specifications in MF04 format.
- 2.11 Compute project quantities and estimate of construction costs in MF04 format.
- 2.12 Submit 60% Design Documents to Program Manager for review and approval.
Preliminary Design Submittal: (2 Complete Sets)
Preliminary Design Drawings
Summary of Project Quantities w/estimated construction costs.

Task 3 - Final Design (95% submittal & Final Bidding Documents)

- 3.1 Prepare specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details. Utilize available City standard specifications and supplement as necessary.
- 3.2 Complete a quality control review of the draft Contract Documents.
- 3.3 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 3.4 Update summary of project quantities.
- 3.5 Submit draft Final Design Documents to Program Manager for review and approval.
Final Design Submittal (2 Complete Sets)
Final Design Drawings
Summary of Project Quantities w/estimated construction costs.
Bid form
Project Technical / Supplemental Specifications.

Documents shall be prepared for construction by a single prime Contractor.

Prepare Division 0 documents from City master documents, which are based on documents developed by the Engineer's Joint Contract Documents Committee (EJCDC).

Specifications shall be prepared in general conformance with the MasterFormat, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Where available, the City's master specifications will be the basis for preparing the specifications. If City master specifications are not available, Engineer shall prepare specifications consistent with the City's specification standards. Titles and specification numbering shall adhere to the City's master specification list.

- 3.6 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings in 2007 DWG file format or newer (Civil 3D 2007 or newer) and 1 set in .pdf format.

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

- 4.1 Prepare for and lead Pre-bid Meeting.
- 4.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents.
- 4.3 Conformed Contract Documents
The Engineer will prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

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

5.1 Designer Services During Construction (DSDC)

The City will retain another firm to act as the City's representative, to assume all duties and responsibilities, and to have the rights and authority assigned to the Engineer in connection with the construction work to be performed in accordance with the construction Contract Documents. During the construction phase, the Engineer during the design phase will be referred to as the Designer. The Designer shall also provide professional engineering services during the construction phase. The Designer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents. The Designer shall also prepare operation and maintenance (O&M) manual documents and shall provide training and startup services associated with the construction phase.

General Administration of the Contract Documents. Consult with, advise and assist the Engineer in the Engineer's role as City's representative. Designer'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.

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 in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Site visits not to exceed ten (10) total Designer days to be spent on-site. Such visits and observations by Designer 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 Designer's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, Designer shall 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 Designer'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 Designer'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. Designer 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 Designer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Designer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if Designer 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.

Monthly Construction Progress Meetings: Participate in monthly construction progress meetings via phone, not to exceed twelve (12) progress meetings.

I&C Coordination: Attend coordination meetings with the City and the I&C System Supplier regarding programming to be performed by the I&C System Supplier. At the meetings, review functional descriptions and design intent. Clarify questions raised by the I&C System Supplier. Designer's participation not to exceed participation in two (2) coordination meetings.

Process Control System Field Testing: Attend field testing of the process control system programming to verify operation for compliance with the established functional description and design intent.

Clarifications 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).

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.

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. The shop drawings will be transmitted electronically through the City's Project Management Information System (PMIS).

Substitutes: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.

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. Designer shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Designer shall be entitled to rely on the results of such tests.

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, Designer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith.

Operation and Maintenance (O&M) Manual.

- 1) Prepare O&M manual in electronic format.
- 2) After startup of the facilities is complete, modify the manual to incorporate City review comments.
- 3) Furnish manual in electronic format.
- 4) Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the City.

Record Drawings. Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Furnish AutoCad and PDF files of the record drawings.

Limitation of Responsibilities. Designer 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. Designer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Training.

- 1) Prepare and deliver design basis operator training in training modules.
- 2) The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
- 3) Prepare a training manual for each of 25 students.
- 4) Attend the Contractor's vendor training. Review the training for conformance with the Contract Documents.

Startup Services.

- 1) Consistent with Section 017913 System and Facility Performance Testing Procedures as specified in the Contract Documents, assist with preparation of startup plans to coordinate the responsibilities of the Contractor, I&C System Supplier, and the City at the time when construction is complete and the facilities are ready for operation.

- 2) Provide on-site startup operations assistance in the startup and commissioning of the facilities.
- 3) Prepare Standard Operating Procedures (SOPs) in electronic format. Respond to and incorporate CITY review comments.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by February 1, 2016 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE

DATE

Part I

Task 1

Task 2

Task 3

Project Ready to Bid

August 01, 2016

E. OPTIONAL ADDITIONAL SERVICES

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

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CONTINGENCY TASKS (but not specifically limited to):

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

- Attend additional meetings as needed to review and discuss the project.
- Furnish to the Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the Program Manager, as requested, in obtaining regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies.

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 available Biowin Process Model files of Fort Wayne Water Pollution Control Plant

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. PROPERTY OWNER NOTIFICATION

Property owner survey notification letters will be prepared and mailed by the City.

E. BIDDING SERVICES

Prepare and advertise for bidding. Distribute plans and specifications to bidders. Maintain the planholder list and bidding process. Receive and respond to bidder questions. Conduct the bid opening. Evaluate the bids. Negotiate and execute a contract with the selected bidder.

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 \$ 236,710 as summarized in attached Attachment 1.

Engineer's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 -- Hourly Rate Schedule. All Reimbursable 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 ENGINEER plus 10 percent for administrative costs. The Engineer will obtain written City approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

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

2. Billing Records

Engineer shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 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 not 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 #430
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, FIRM 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 proportionate extent caused by the negligence of FIRM, its agents or employees.

To the fullest extent permitted by law, CITY shall indemnify and save harmless FIRM from and against loss, liability, and damages sustained by FIRM, its agents, employees, and representatives by 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 FIRM shall have individual liability to CITY. CITY agrees that, to the fullest extent permitted by law, FIRM'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 FIRM under this Agreement except for third party personal injury or property damage which shall be limited to the extent of FIRM insurance coverage (minimum \$250,000.00). The limitations 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 insure to the benefit of any permitted assigns.

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

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

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

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

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

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

20. **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

Part I

Design Phase -- (Tasks 1 through 3)

For Services outlined in Tasks 1 through 3 a not to exceed fee of: \$119,570

Bidding Phase - (Task 4)

For Services outlined in Task 4 a not to exceed fee of: \$ 21,750

Construction Phase - (Task 5)

For Services outlined in Task 4 a not to exceed fee of: \$ 95,390

Contingency Allowance - As authorized by PM

For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of: \$ 0

TOTAL NOT TO EXCEED FEE; \$236,710

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

1. Payment of actual hourly rates for services rendered by ENGINEER'S employees in each billing class working directly on the Project. The rates shall include the cost of customary and statutory benefits, general and administrative overhead and profit. Hourly rates are at or below the provided rate per the schedule by profession. Hourly rates will be in accordance with the following schedule:

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
ONSITE:	
Principal IV	\$230/hr
Principal III	\$210/hr
Principal II	\$190/hr
Principal I	\$165/hr
Program Manager V	\$195/hr
Program Manager IV	\$185/hr
Program Manager III	\$175/hr
Program Manager II	\$165/hr
Program Manager I	\$155/hr
Construction Manager VI	\$165/hr
Construction Manager V	\$155/hr
Construction Manager IV	\$140/hr
Construction Manager III	\$130/hr
Construction Manager II	\$115/hr
Construction Manager I	\$110/hr
Project Manager VII	\$160/hr
Project Manager VI	\$150/hr
Project Manager V	\$140/hr
Project Manager IV	\$130/hr
Project Manager III	\$120/hr
Project Manager II	\$110/hr
Project Manager I	\$105/hr
Engineer X	\$220/hr
Engineer IX	\$200/hr
Engineer VIII	\$180/hr
Engineer VII	\$170/hr
Engineer VI	\$160/hr
Engineer V	\$150/hr
Engineer IV	\$140/hr
Engineer III	\$130/hr
Engineer II	\$125/hr
Engineer I	\$115/hr
Associate Engineer VII	\$125/hr
Associate Engineer VI	\$115/hr
Associate Engineer V	\$100/hr
Associate Engineer IV	\$ 95/hr
Associate Engineer III	\$ 90/hr
Associate Engineer II	\$ 85/hr
Associate Engineer I	\$ 80/hr
Sr. Resident Engineer	\$185/hr
Sr. Resident Engineer	\$170/hr
Resident Engineer VIII	\$160/hr
Resident Engineer VII	\$150/hr

Resident Engineer VI	\$140/hr
Resident Engineer V	\$130/hr
Resident Engineer IV	\$125/hr
Resident Engineer III	\$115/hr
Resident Engineer II	\$110/hr
Resident Engineer I	\$105/hr
Project Controls Manager VI	\$125/hr
Project Controls Manager V	\$115/hr
Project Controls Manager IV	\$108/hr
Project Controls Manager III	\$105/hr
Project Controls Manager II	\$ 90/hr
Project Controls Manager I	\$ 80/hr
Inspector VI	\$100/hr
Inspector V	\$ 95/hr
Inspector IV	\$ 90/hr
Inspector III	\$ 85/hr
Inspector II	\$ 80/hr
Inspector I	\$ 75/hr
Administrative Assistant VII	\$ 85/hr
Administrative Assistant VI	\$ 80/hr
Administrative Assistant V	\$ 75/hr
Administrative Assistant IV	\$ 65/hr
Administrative Assistant III	\$ 60/hr
Administrative Assistant II	\$ 55/hr
Administrative Assistant I	\$ 45/hr
Document Controls Specialist V	\$ 90/hr
Document Controls Specialist IV	\$ 85/hr
Document Controls Specialist III	\$ 80/hr
Document Controls Specialist II	\$ 75/hr
Document Controls Specialist I	\$ 70/hr
Intern -- Inspection/RPR V	\$ 60/hr
Intern -- Inspection/RPR IV	\$ 55/hr
Intern -- Inspection/RPR III	\$ 50/hr
Intern -- Inspection/RPR II	\$ 45/hr
Intern -- Inspection/RPR I	\$ 40/hr
Staff Engineer V	\$ 50/hr
Staff Engineer IV	\$ 45/hr
Staff Engineer III	\$ 40/hr
Staff Engineer II	\$ 35/hr
Staff Engineer I	\$ 30/hr

OFFSITE:

Senior Program Manager IV	\$300/hr
Senior Program Manager III	\$290/hr
Senior Program Manager II	\$275/hr
Senior Program Manager I	\$260/hr
Senior Technologist V	\$295/hr
Senior Technologist IV	\$275/hr
Senior Technologist III	\$240/hr
Senior Technologist II	\$220/hr
Senior Technologist I	\$200/hr
Principal V	\$280/hr
Principal IV	\$260/hr
Principal III	\$240/hr
Principal II	\$220/hr

Principal I	\$200/hr
Program Manager V	\$235/hr
Program Manager IV	\$215/hr
Program Manager III	\$195/hr
Program Manager II	\$185/hr
Program Manager I	\$175/hr
Project Manager V	\$205/hr
Project Manager IV	\$180/hr
Project Manager III	\$170/hr
Project Manager II	\$150/hr
Project Manager I	\$125/hr
Engineer VI	\$220/hr
Engineer V	\$205/hr
Engineer IV	\$185/hr
Engineer III	\$170/hr
Engineer II	\$155/hr
Engineer I	\$135/hr
Commissioning Coordinator III	\$225/hr
Commissioning Coordinator II	\$205/hr
Commissioning Coordinator I	\$185/hr
Estimator III	\$160/hr
Estimator II	\$130/hr
Estimator I	\$120/hr
Technologist V	\$155/hr
Technologist IV	\$125/hr
Technologist III	\$110/hr
Technologist II	\$ 95/hr
Technologist I	\$ 90/hr
Scheduler III	\$150/hr
Scheduler II	\$130/hr
Scheduler I	\$110/hr
CAD Technician IV	\$135/hr
CAD Technician III	\$120/hr
CAD Technician II	\$100/hr
CAD Technician I	\$ 90/hr
Associate Engineer IV	\$125/hr
Associate Engineer III	\$115/hr
Associate Engineer II	\$100/hr
Associate Engineer I	\$ 95/hr
Document Controls Specialist V	\$ 105/hr
Document Controls Specialist IV	\$ 100/hr
Document Controls Specialist III	\$ 95/hr
Document Controls Specialist II	\$ 90/hr
Document Controls Specialist I	\$ 85/hr
Administrative Assistant VII	\$100/hr
Administrative Assistant VI	\$ 90/hr
Administrative Assistant V	\$ 85/hr
Administrative Assistant IV	\$ 80/hr
Administrative Assistant III	\$ 70/hr
Administrative Assistant II	\$ 65/hr
Administrative Assistant I	\$ 55/hr

1. 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.

CITY OF FORT WAYNE, INDIANA

CH2M HILL ENGINEERS, INC.

(Vendor Name)

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: _____ %

Name: _____ %

Vendor Disclosure Statement
00 45 52 - 1

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):

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

75865	Primary/Secondary Treatment & Digester Imp.	3/27/13	Zach Schortgen
76007	Aeration E/W Software Creation/Inst.	6/11/14	Jon Weirick
76003	3RPORT Tunnel Program Management	6/25/14	Kelly Bajic
	Water Modeling	12/10/14	Andrew Schipper
	Construction Support Services	3/18/15	AM Smrcek
66453	Chlorine Dioxide Generator Improvements	5/13/15	C. Ravenscroft
	Water Utility Capital Project Assistance	6/17/15	Andrew Schipper
75865	Treatment Process/Modeling	6/17/15	Zach Schortgen
75865	Commissioning Support Services	7/15/15	Zach Schortgen
66216	Sub 1/DED Panel	9/23/15	Jim Hyde
66199	TRFP Lab/HVAC Improvements	12/9/15	Doug Fasick
	ESM 2016	12/16/15	Doug Fasick
	Engineering Support Services	1/20/16	Jon Weirick
76062	Effluent Aeration RPR/Inspection	2/10/16	C. Ravenscroft

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).

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.). NO

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;

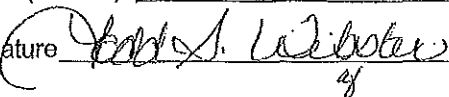
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. 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

<u>CH2M HILL</u>	<u>701 S. Clinton St. Fort Wayne, IN 46802</u>
(Name of Vendor)	Address
	<u>(260) 249-4232</u>
	Telephone
	<u>todd.webster@ch2m.com</u>
	E-Mail Address

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

Name (Printed): Todd S. Webster Title: Vice President, Water Business Group

Signature  Date 2-26-16

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

Interoffice Memo

Date: March 8, 2016
To: Common Council Members
From: Zach Schortgen
RE: **Activated Sludge Aeration Improvements Ph. 1**
Res. # 76199 , W.O. # 76199

Council District # N/A – At WPC Plant

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. Activated Sludge Aeration Improvements Ph.1 will develop a design for addition of mechanical mixing technology to the existing aeration basin selector zones at the Water Pollution Control Plant.

Implications of not being approved: The selector zones of the aeration basins are currently mixed via coarse bubble diffusers. The use of diffused air for mixing and the subsequent oxygen transfer to the selector zones prohibits the optimization of biological phosphorus removal. With the implementation of this project, the Plant will be able to take advantage of the biological reactions and reduce the chemical dosing of FeCl for phosphorus removal.

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 6 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. 3 shortlisted 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 CH2M HILL 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 March 9, 2016.

The cost of said project funded by SRF

Council Introduction Date: March 22, 2016

CC: BOW
Matthew Wirtz

Diane Brown
Construction Manager
Chrono
File