

BILL NO. S-17-03-32

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT: THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) CONSTRUCTION CONTRACT MANAGEMENT SERVICES - W.O. #76356 (\$2,915,210.00) between AECOM TECHNICAL SERVICES, 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: THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) CONSTRUCTION CONTRACT MANAGEMENT SERVICES - W.O. #76356 by and between AECOM TECHNICAL SERVICES, 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 Construction contract management services during the 3RPORT Tunnel & Shafts project;

involving a total cost of TWO MILLION NINE HUNDRED FIFTEEN THOUSAND TWO HUNDRED TEN AND 00/100 DOLLARS - (\$2,915,210.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

For

THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) CONSTRUCTION CONTRACT MANAGEMENT SERVICES ("Project")

This Agreement is by and between:

CITY OF FORT WAYNE ("CITY")

By and through its

Board of Public Works
City of Fort Wayne
210 E Berry Street
Fort Wayne, Indiana 46802

and

AECOM Technical Services, Inc. ("ENGINEER")

One Indiana Square, Suite 2100
Indianapolis, IN 46204

Who agree as follows:

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

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chair

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Lyndsey Richards, Clerk

DATE: _____

APPROVED FOR ENGINEER

BY: L. Todd Frauhiger
Larry Todd Frauhiger, Associate Vice President
AECOM Technical Services, Inc.

DATE: March 16, 2017

PART I

SCOPE OF BASIC SERVICES

A. GENERAL

The City of Fort Wayne has entered into a Consent Decree with the U.S. Environmental Protection Agency (EPA), U.S. Department of Justice (DOJ), and the Indiana Department of Environmental Management (IDEM) to implement a combined sewer overflow (CSO) Long Term Control Plan (LTCP) to reduce the volume of combined sewage that is discharged into the waterways within the City of Fort Wayne. Control Measure Nos. 11 & 12 of the Long Term Control Plan includes the Wayne Street and St. Marys Parallel Interceptors which have been renamed to the Three Rivers Protection & Overflow Reduction Tunnel (3RPORT). The tunnel is anticipated to be fully operational by the end of 2022 and the relief sewer by the end of 2025. The proposed tunnel will receive flows from combined sewer outfalls to reduce combined sewer overflows to the St. Marys and Maumee Rivers to four overflow events within a typical year. The tunnel will then convey the flow to the Wet Weather Pump Station (WWPS) for transfer to and storage in the Wet Weather Ponds (WWP) or will convey the flow directly to the Water Pollution Control Plant (WPCP) for treatment.

B. PROJECT DESCRIPTION

The 3RPORT Construction Contract Management (CCM) project consists of performing construction observation and acting as a liaison to the CITY, DESIGN ENGINEER, and CONTRACTOR for the Tunnel and Shafts Package.

C. SCOPE OF SERVICES

The ENGINEER's Construction Contract Management Team (CCMT) is part of a larger team comprised of the CITY, Tunnel Contractor, and Tunnel Designer (Black and Veatch, also referenced as "DESIGN ENGINEER") working cooperatively during construction of the 3RPORT Tunnel & Shafts project. The duties of the CCMT, as named in this Agreement, are to perform the Scope of Services noted below. The associated Scope of Services tasks are aligned with the Responsibility Matrix positions and will be completed as identified in the matrix.

In the Responsibility Matrix, the term "Lead" refers to the company with the primary responsibility for scope of services tasks aligned with this position. The term "Support" refers to the company with supporting responsibilities that contributes management, technical expertise, or input to the identified CCMT Lead.

3RPORT Construction Contract Management Team Responsibility Matrix

Position	Task Alignment	AECOM	Aldea	Arcadis	CH2M	DLZ	iTunnel	7NT
Principal In Charge	Project Management	Support			Lead			
CPrM	1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 2, 3, 4		Support	Support	Lead		Support	
Deputy CCM Tunnel/Working Shaft	1.1, 1.2, 1.3, 1.4, 1.5, 3,		Support	Support	Lead		Support	
Deputy CCM Drop Shafts/Utilities	1.1, 1.2, 1.3, 1.4, 1.5, 3,	Lead	Support	Support			Support	
Tunnel Inspection	1.4, 2, 4	Support			Lead	Support		
Elec./Mech. Tunnel Inspection	1.4, 2, 4	Support			Lead	Support		
Working Shafts Inspection	1.4, 2, 4				Lead	Support		Support
Retrieval & Drop Shaft Inspection	1.4, 2, 4					Support		Lead
Risk Management	1.1, 1.4	Support	Lead	Support	Support	Support	Support	Support
CCM Team Safety	1.1, 4	Lead	Support	Support	Support	Support	Support	Support
Project & Document Controls	1.4, 1.6, 2, 3, 4	Support	Support	Support	Lead	Support	Support	Support
Schedule Management	1.2, 1.3	Support			Support		Lead	
Claims Assistance	1.4	Support	Support	Support	Support	Support	Lead	Support
Public Information & Education	1.7	Support	Support	Support	Lead	Support	Support	Support
Senior Tunnel Consulting	1.4, 1.5	Support	Support		Lead		Support	
Geotechnical Consulting	1.4, 1.5	Support	Support					Lead

CONSTRUCTION CONTRACT MANAGEMENT TEAM shall provide the following services during Project construction:

TASK 1 – CONSTRUCTION MANAGEMENT AND QUALITY CONTROL PLAN

Task 1.1 Construction Management Project Manual: CCMT shall prepare and submit for approval a construction management project manual to document quality assurance and quality control procedures, key project personnel, lines of communication, scope of services, project administration procedures, project controls, key milestones, CCMT health and safety plan, change management, and claims management.

Task 1.2 Construction Schedule Review: Review and monitor the construction schedule prepared and submitted by CONTRACTOR for compliance with the Contract Documents. Advise CITY and DESIGN ENGINEER as to acceptability and provide comments, suggestions and recommendations as appropriate. The schedule control activities shall include the following:

- Review CONTRACTOR's schedule to verify that key milestones, major equipment deliveries and critical path activities have been identified. CCMT shall review or address:
 - Duration and production rates for Work.
 - Compliance with milestones, permits and other schedule constraints.
 - Sequencing and logic of construction activities for reasonableness.
 - Seasonal limits on construction operations.
 - Regulatory permit restrictions.
 - Major equipment ordering, fabrication and delivery requirements.
 - Adequate submittal review time.
 - Restricted hours impact on production.
 - Validity of identified Critical Path and associated elements.
 - Schedule of Values for balanced and complete resource loading and costs summation to total bid cost.

Task 1.3 Monthly Schedule Review: Monitor CONTRACTOR's monthly schedule updates. Evaluate the Critical Path Method (CPM) schedule and identify changes from previous schedule submittals.

Task 1.4 Claim Management: Develop and submit a project claim management process for CITY's review. Incorporate CITY's comments and finalize the process. Review and manage costs related to claims, including tracking of claims from day of submittal to day of resolution. The claim management and cost control process shall include:

- Evaluate each CONTRACTOR claim based upon the facts, data and merits as a stand-alone document.
- Inform CITY and DESIGN ENGINEER of identified contract claims.
- Coordinate with DESIGN ENGINEER in interpretation of Contract Documents to evaluate CONTRACTOR's claim. Prepare and submit to CITY an analysis and recommendations for approval or denial of claims that would allow CITY to make informed decisions for claims.
- If the CONTRACTOR disagrees with CITY's decision, then provide assistance with the Dispute Review Board (DRB). Assistance may include attending meetings, providing documents and developing exhibits.
- Once the settlement is reached between CONTRACTOR and CITY, prepare change order documents and submit to CITY and DESIGN ENGINEER for review.
- Evaluate the impacts to the schedule and the budget as a result of the proposed change.

Task 1.5 QA/QC: Document that the quality of construction by CONTRACTOR meets the requirements of the Contract Documents.

- Review CONTRACTOR's QA/QC Plan to verify that the plan addresses the requirements of the Contract Documents as well as control of the Work and operation in a manner that will produce the specified quality of Work.
- Review the following elements of CONTRACTOR's QA/QC Plan:
 - QA/QC program documents.
 - Implementation of formal verification procedures.
 - Testing of materials, components, and systems.
 - Collection, analysis and reporting of data.

- Reporting non-conformances.
- Quality review and audit reports.
- Monitor CONTRACTOR's Work and QC activities to document that the quality of construction meets the requirements of Contract Documents.
- Address all non-compliance issues immediately and, if not corrected, then log and track with CITY and CONTRACTOR.

Task 1.6 Document Control: Utilize CITY's PMIS for all project correspondence between CONTRACTOR and DESIGN ENGINEER, development and collection of all CCMT inspection daily reports, weekly and monthly reports, and use PMIS as centralized document management system to track, capture, store, and manage all Project related documents.

- Maintain the following documents at the job site:
 - Reproductions of original construction Contract Documents.
 - Correspondence files.
 - Reports of job conferences, meetings, and discussions among the DESIGN ENGINEER, CITY, and CONTRACTORS.
 - Shop drawings and samples submissions.
 - Addenda.
 - Change orders.
 - Field orders.
 - Additional drawings issued subsequent to execution of the Contract Documents.
 - DESIGN ENGINEER's clarifications and interpretations of the Contract Documents.
 - Progress reports.
 - Names, addresses, telephone numbers and email addresses of all CONTRACTORS, subcontractors, and major suppliers of materials and equipment.
 - Photographs showing progress of Work.
- Task 1.7 Public Outreach: Prepare for and participate in public outreach meetings during the course of the Project. The public outreach services shall include, but not be limited to, the following:
 - Provide technical support and Project information for public outreach efforts.
 - Utilize various communication tools, as directed by CITY, to provide the public with current information on the Project's progress and reinforce the Project's positive impact on the community.
 - Provide information for use on CITY's Project website to provide up-to-date information to the public.
 - Participate in up to 20 meetings for the public and neighborhood leaders to address public concerns and issues that may occur during the Project.

- Assist, as directed by the CITY, in developing and enhancing educational opportunities with Fort Wayne area primary, intermediate and secondary schools regarding 3RPORT and STEM.

TASK 2 – MONTHLY INVOICING AND PROGRESS REPORTS

CCMT shall submit to CITY monthly invoices accompanied by a written monthly progress report. Invoicing shall indicate the CITY project number, purchase order number, total contract amount, total amount previously invoiced, and current invoice amount. Invoices shall include break out of personnel and corresponding hourly billing rate. The monthly progress report shall include the name of firm, Construction Program Manager, percent complete for the current period and the Project, Work completed by the CONTRACTOR during the past month, Work anticipated during the next month, and any information needed or items requiring CITY decisions or input. Monthly progress format shall be reviewed and approved by CITY.

CCMT shall provide CITY with estimates of cash flow projections for construction management services including subconsultants' tasks. The cash flow information shall be calculated to match the monthly invoicing for the month in which the task is performed. The cash flow projections shall be reviewed and approved by CITY. CCMT shall submit with their monthly invoice an updated cash flow projection and shall provide the projected cash flow vs. the actual cash flow in graphical format. Monthly and cumulative cash flow curves shall be provided on a single graph.

TASK 3 – WEEKLY PROGRESS REPORTS

On a weekly basis throughout the project duration, CCMT shall electronically send to CITY a brief summation of tasks completed during the week by CCMT, the Work completed by the CONTRACTOR and anticipated activities for the following week, along with other information deemed pertinent. The format of this report shall be agreed to by CITY. This report shall be provided by close of business each Friday or the last business day of the week as determined by the CITY.

TASK 4 – RESIDENT PROJECT REPRESENTATIVE AND CONSTRUCTION INSPECTION

The CCMT will provide Resident Project Representative (RPR) and Construction Inspection services as necessary for the 3RPORT – Tunnel & Shafts package. The RPR and Construction Inspection team will be overseen by the Construction Program Manager.

The RPR and Construction Inspection Team will observe CONTRACTOR's Work and perform the services listed below. The CCMT shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operations, including CONTRACTOR's construction methods, means, techniques, or sequences, equipment, or personnel other than employees of the CCMT. This service will in no way relieve the CONTRACTOR of complete supervision of the Work or the CONTRACTOR's obligation for complete compliance to the drawings and specifications. The CONTRACTOR shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Specific services performed by the RPR and Construction Inspection Team shall be as follows:

- Provide experienced and qualified personnel at all times during the progress of the Work.
- Conduct onsite observations of the general progress of Work to assist the CITY and DESIGN ENGINEER in determining if the Work is conducted and is proceeding in accordance with the Contract Documents.
- Transmit associated DESIGN ENGINEER's clarifications and interpretations of the Contract Documents to CONTRACTOR.
- Assist in obtaining additional details or information from CITY when required at the jobsite for proper execution of the Work.

- Consult with the CITY and the CONTRACTOR, giving opinions and suggestions based on the RPR's observations regarding defects or deficiencies in the CONTRACTOR's Work and relating to compliance with the Contract Documents.
- Advise DESIGN ENGINEER and CONTRACTOR when Work commences that requires shop drawing or sample submission if the submission has not been accepted by the DESIGN ENGINEER.
- Monitor changes of apparent integrity of the site (such as differing site conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
- Observe pertinent site conditions when CONTRACTOR maintains that differing site conditions have been encountered and document actual site conditions. Review and analyze CONTRACTOR's claims for differing site conditions and provide written findings and recommendations to the CITY and DESIGN ENGINEER, when requested by the CITY.
- Document that CONTRACTOR has contacted utilities in the general construction area and advised them of CONTRACTOR's schedule. Assist in coordinating scheduling of utility activities so as to minimize conflicts with CITY's activities.
- Visually inspect materials, equipment, and supplies delivered to the Work site. Reject materials, equipment, and supplies that do not conform to the Contract Documents.
- Observe field tests of piping, equipment, and building materials, and review the resulting reports, commenting to CITY and DESIGN ENGINEER, as appropriate.
- Preside at the preconstruction conferences, with support of the DESIGN ENGINEER, and explain administrative procedures which will be followed during construction.
- Schedule, prepare for, and attend weekly on-site meetings and monthly progress meetings, and other meetings as required, with the CITY, DESIGN ENGINEER, and CONTRACTOR to review and discuss construction procedures, progress schedules, and other matters concerning the Project.
- Prepare meeting summaries of all meetings and provide to CITY and DESIGN ENGINEER for review and comment within 48 hours. Make any corrections noted and electronically distribute revised meeting summaries to all meeting attendees within 48 hours of receiving CITY and DESIGN ENGINEER comments.
- Review the schedule of shop drawings and schedule of values, prepared and submitted by CONTRACTOR. Consult with CITY and DESIGN ENGINEER concerning their acceptability and provide comments, suggestions and recommendations as appropriate.
- Report to CITY and DESIGN ENGINEER whenever Work is known to be defective, or does not meet the requirements of any inspections, tests, or approval required to be made, or has been damaged prior to final payment. Advise when the Work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
- Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward the application with recommendations to CITY, noting particularly their relation to the construction schedule, schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated into the Work.
- Record date of receipt of shop drawings and samples and send all submittals requiring review to DESIGN ENGINEER. Receive samples which are furnished at the site by CONTRACTOR and notify CITY and DESIGN ENGINEER of their availability for examination.

- Maintain a marked set of record drawings and specifications at the job site based on data provided by the CONTRACTOR. This information shall be combined with information maintained by the CONTRACTOR and a master marked set of record documents provided to DESIGN ENGINEER at the completion of construction. Record drawings should be reviewed monthly in preparation for approval of application of payment.
- Review certificates of inspections, tests, and related approvals submitted by the CONTRACTOR in compliance with or required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine that their content complies with the requirements of, and results certified indicate compliance with, the Contract Documents).
- Provide an experienced environmental and materials testing laboratory for Quality Assurance testing of the CONTRACTOR's quality control testing as required by the Contract Documents. Provide sampling and testing where noted as CITY's responsibility in the Contract Documents. Provide all results in a timely fashion such that the progress of construction can proceed as planned. Immediately notify CONTRACTOR, DESIGN ENGINEER, and CITY should any results not be in accordance with the Contract Documents.
- Participate as requested by CITY in any discussions with CITY, DESIGN ENGINEER and/or CONTRACTOR regarding RFI's, Work Directive Changes (WDC's), Change Orders (CO), and general Project issues.
- Serve as CITY liaison with CONTRACTOR, working principally through CONTRACTOR's project manager, field superintendent or such other person in authority as designated by CONTRACTOR.
- Conduct on-site inspections of the Work in progress to determine if the Project is proceeding in accordance with the Contract Documents, approved shop drawings and other submittals, and accepted CONTRACTOR submitted schedules. Immediately alert CONTRACTOR, via issuance of a non-conformance report, and inform CITY and DESIGN ENGINEER should any activities be observed that are not in conformance with the Contract Documents or approved submittals. Provide specific tunneling inspection and documentation services including, but not limited to, the following:
 - Conduct visual examination of CONTRACTOR installed initial rock support systems, including shotcrete, rock bolts and dowels, wire mesh, and steel sets. Provide detailed documentation of rock support installation Work as baseline information for rock support payment purposes.
 - Keep detailed records of pressure relief (probe) hole drilling, including flow rates from individual holes and subsequent grouting, where required.
 - Identify and monitor Project issues and challenges that may include, but not be limited to, the following:
 - Presence of solution features while TBM mining or drill and blast mining, which may cause interruptions in mining progress.
 - Presence of boulders more than 20 feet above bedrock surface, which may cause severe impacts to slurry wall construction for shafts.
 - Excavation in very pervious sands and gravel that will require extensive construction dewatering.
 - Environmental contamination that has been encountered and contaminated groundwater infiltrating into tunnel that may slow TBM progress due to need for special health and safety measures and need for mobilizing appropriate groundwater treatment equipment.

- Dust, spills from trucks, and the volume of traffic from tunnel muck handling.
 - Long lead items, late deliveries, labor problems, equipment breakdowns, unforeseen conditions, lower than anticipated production, and other issues and challenges.
- Construction safety is CONTRACTOR's responsibility and CONTRACTOR shall implement a safety management program to protect the Project, people, property, communities, and the environment. All CCMT firms and personnel are responsible for knowing, understanding and complying with the CONTRACTOR's safety management program as well as their Company's safety management policies. CCMT shall ensure that the CONTRACTOR's safety management plan is made available to all CCMT personnel and that all CCMT staff receive appropriate training per Construction Contract requirements and the CONTRACTOR's safety management program. Additionally the CCMT shall:
 - Review CONTRACTOR's safety management program with the CCMT personnel for observance of Construction Contract requirements and CONTRACTOR's safety management program.
 - Confirm that a safety orientation meeting has been conducted by the CONTRACTOR consistent with the CONTRACTOR's safety management program.
 - Make CITY and CONTRACTOR aware of safety concerns as they become known to CCMT.
 - Confirm that the training requirements for CCMT personnel working on the construction site are consistent with the Construction Contract requirements and the CONTRACTOR's safety management program requirements.
 - Ensure that the CONTRACTOR provides, as per Construction Contract requirements, specialized site specific training for all CCMT personnel.
 - Confirm that safety audits and inspections, as provided for in the Construction Contract documents and the CONTRACTOR'S safety management program, have been performed.
 - Direct visitors to CONTRACTOR.
 - Document CONTRACTOR's responsibilities for testing are performed, as well as material certification requirements are provided in accordance with Contract Documents. The CCMT, as noted above, will provide documentation and inspection services for the CITY for the purpose of improving and providing a greater degree of confidence that the completed construction work generally conforms to the construction documents. Additionally, that the integrity of the design as reflected in the Contract Documents has been implemented and preserved by the CONTRACTOR. The CCMT will document deficiencies for CONTRACTOR correction when the above conditions are observed to be out of conformance with the Contract Documents but is not able to dictate the means or methods for these corrections or guarantee the performance of the CONTRACTOR regarding failure to deliver the work in accordance with the Contract Documents.
 - Maintain a daily log (in a format approved by CITY) of events occurring at the job site including the following information:
 - CONTRACTOR's hours on the job site.
 - CONTRACTOR's and SUBCONTRACTOR's personnel on job site.
 - Construction equipment on job site.
 - Observed delays and causes.

- Weather conditions.
 - Data relative to questions of extras or deductions.
 - List of visitors.
 - Daily activities.
 - Decisions.
 - Observations connected with the progress of the Work.
 - Materials received on Project site.
- Maintain field notebooks, as necessary, to record information that cannot be shown on the daily logs. Maintain a daily progressive record of the quantities and locations of materials placed.
 - On at least a monthly basis, review updated “as-built” information provided by CONTRACTOR during the pay application review period. Provide the documented information for record documentation to the CITY and DESIGN ENGINEER for review with the Contract Documents and approved submittals. Keep the updated “As-Built” documents in a readily-available location on-site for monthly checking by CITY or DESIGN ENGINEER.
 - Perform periodic checks of CONTRACTOR’s layout and geotechnical monitoring instrumentation, including any required survey services.
 - Upon Substantial Completion and prior to Final Completion, perform the following:
 - Issue a Certificate of Substantial Completion.
 - Prepare a pre-final Project Punch List.
 - Schedule and conduct a final Project walk-through inspection with CONTRACTOR, CITY, and DESIGN ENGINEER.
 - Prepare and transmit a final Project Punch List to CONTRACTOR.
 - Document completion of Punch List items.
 - Determine final quantities and complete daily progress record.
 - Assemble all final Project files and documents.
 - Coordinate preparation of final “As-Built” information with CONTRACTOR. Provide such information to CITY and/or DESIGN ENGINEER for preparation of Project Record Documents including record drawings and specifications.
 - Review, comment as necessary, and make recommendations to CITY regarding CONTRACTOR’s final application for payment. Prepare any necessary final Change Orders.
 - Accompanied by CITY and DESIGN ENGINEER representatives, CCMT shall participate in two visits where the TBM is being manufactured or refurbished to determine the progress and status of the TBM completion. A written progress update shall be provided to CITY and DESIGN ENGINEER for review

within 48 hours following the trip. CITY and DESIGN ENGINEER comments shall be incorporated and a final progress updated submitted to CITY and DESIGN ENGINEER.

- CCMT shall not issue any directive or correspondence to CONTRACTOR that results in a design change to the Project without the prior written consent of CITY.

D. SCHEDULE

CCM shall be authorized to commence Services set forth herein upon Notice to Proceed issued by the CITY and for the duration as generally noted below. The effort and fee for the Construction Contract Management services are time dependent. The effort and fee for the Scope of Services indicated herein is based on a four and a half year construction period from approximately April 1, 2017 to October 31, 2021. In the event that the construction period is extended, the contract amount shall be increased to a mutually agreed amount for ENGINEER's services. The schedule for the services is included in Attachment 2 – Project Schedule.

E. SUPPLEMENTAL SERVICES

Upon separate written authorization by the CITY and negotiated fees, ENGINEER may provide additional services as indicated in Attachment 1 – Supplemental Services.

PART II
CITY'S RESPONSIBILITIES

In addition to other responsibilities set forth in this Agreement, CITY shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. CITY'S REPRESENTATIVE

CITY will designate a representative for the Project who shall have the authority to act as the CITY's representative to respond to questions, transmit instructions, receive information, interpret and define CITY's requirements, serve as liaison with the ENGINEER and make decisions with respect to the Services. The CITY's representatives for this Agreement will be T.J. Short, P.E. and Mark Gensic, P.E.

B. DATA

CITY will provide available information, including previous reports, environmental assessments, investigations and other studies in the possession of CITY relevant to the design of the Project.

C. EASEMENTS AND PROPERTY ACQUISITION

CITY will perform Easement and Property Acquisitions including property valuation, land and easement negotiations and legal services.

D. DECISIONS

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

E. MEETINGS

CITY will attend Project meetings identified within the Scope of Services. CITY will review and provide comments on project meeting notes.

F. DOCUMENT REVIEWS

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

G. ACCESS

CITY will provide access to Project premises for ENGINEER and the ENGINEER's representatives and/or subconsultants to provide services as defined under this Agreement.

H. OTHER CONSULTANTS

CITY will advise ENGINEER of the Scope of Services of any independent consultants employed by CITY to perform or furnish services in regard to the Project.

I. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

CITY will provide access and support for the CITY's Project Management Information System (PMIS) for duration of Project.

J. PROJECT DEVELOPMENTS

CITY will give prompt written notice to ENGINEER whenever the CITY becomes aware of any event, occurrence, condition or circumstance which may affect the ENGINEER's performance of Services, or any defect or nonconformance in ENGINEER's Services, the Work, or in the performance of any Contractor.

PART III
COMPENSATION

A. COMPENSATION

Compensation for Services performed in accordance with Part I – Scope of Basic Services and referenced Exhibits of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed fee of \$2,915,210.

The Scope of Basic Services will be performed at the request of the City on an hourly basis up to the not-to-exceed fee. The not-to-exceed fee may be increased by Amendment if the not-to-exceed fee is met and the City requires continued services.

ENGINEER's costs will be based on the hours incurred to complete the Project times the hourly rates of the various personnel, per Attachment 4 – Hourly Rate Schedule. All reimbursable costs incurred for the Project will be invoiced at cost.

Payment for outside consulting and/or professional services or legal services performed by a Subconsultant will be billed at actual cost to ENGINEER plus 5 percent for administrative costs. An invoice supporting Subconsultant services and charges will be provided as backup, when requested. 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 will pay ENGINEER within 30 days of receipt of approved invoice.

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. **ARBITRATION.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. For purposes of clarity, any and all disputes relating to the Project shall be subject to binding arbitration as set forth above. All arbitrations shall be presided over by a panel of three (3) arbitrators and governed by the American Arbitration Association's rules for Large, Complex Construction Disputes. The foregoing agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The

award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

CITY, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitrations to be consolidated substantially involve common questions of law or fact; and (2) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). CITY, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

7. **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 alternation of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

8. **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.

9. **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.

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

11. **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.

12. **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 on all policies with exception of Worker's Compensation / Employer Liability and Professional Liability (if required) 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
210 East Berry St, Suite 490
Fort Wayne, IN 46802

13. 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.

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

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. CONSENT DECREE NOTIFICATION. ENGINEER shall perform, or cause others to perform, all Services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:

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

23. 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 Services 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 Services contemplated by the Agreement.

ATTACHMENT 1 SCOPE OF SERVICES

For

THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) CONSTRUCTION CONTRACT MANAGEMENT

PROJECT DELIVERABLES

ENGINEER shall submit an electronic and five (5) hard copies of draft and final versions of all reports, meeting summary notes, and technical memoranda. The ENGINEER shall provide the CITY with an electronic copy of a comment log with each deliverable for CITY's use in summarizing comments. The log shall include columns for CITY review comments and for ENGINEER responses. Following development of responses, ENGINEER shall review the comment log with the CITY to develop a resolution to the unresolved items. ENGINEER shall submit the final comment log to the CITY for record purposes.

SUPPLEMENTAL SERVICES

Any Services requested by the CITY which are not included in the tasks as described herein will be considered a Supplemental Service to this Professional Services Agreement and may be added to the Scope upon mutual agreement to an increase in the engineering fee.

Supplemental Services shall include, but are not limited to:

- A. Additional meetings beyond those in the Scope of Services.
- B. Any meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the Project, other than those specifically noted.
- C. Any appearances at any public hearings or before special boards, other than those listed.
- D. Special consultants or independent professional associates requested or authorized by CITY.
- E. Review of "Substitutes" requests.
- F. Start-up services, other than those specifically noted.
- G. Review of contractor claims and associated research and investigations.
- H. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with the Project.
- I. Provisions, through a subcontract, to provide photographs or videotapes of the site's topographic and infrastructure features.
- J. An environmental assessment report and/or environmental impact statement as requested by CITY or required by review agencies.
- K. Provisions, through a subcontract, to provide any special reports or studies on materials and equipment requested by CITY.
- L. Monitoring site or adjacent sites for air quality and/or noise.
- M. Provisions to prepare or conduct confined space evaluation or permits.
- N. Providing written procedures, training, physical assessment, or any other Health and Safety provisions that may be required in the event hazardous materials are encountered.
- O. Development of hazardous waste treatment, mitigation or reduction systems for handling hazardous materials found or generated on the Project.

- P. Review of additional submittals, requests for information and change order requests beyond those included in the Scope of Services.
- Q. Additional site visits beyond those included in the Scope of Services.

**ATTACHMENT 2
PROJECT SCHEDULE**

For

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)
CONSTRUCTION CONTRACT MANAGEMENT**

The Project target milestones and schedule:

Deliverable

Milestone Date

Accept Bids

February 2017

Contractor Notice to Proceed

April 2017

Tunneling Operations Begin

April 2018

Tunneling Operations End

October 2021

Project Final Completion

54 Months from NTP

**ATTACHMENT 3
SCOPE OF SERVICES FEE PROPOSAL**

For

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)
CONSTRUCTION CONTRACT MANAGEMENT**

Task 1 – Construction Management and Quality Control Plan

Task 2 – Monthly Invoicing and Progress Reports

Task 3 – Weekly Progress Reports

Task 4 – Resident Project Representative and Construction Inspection

Total Not to Exceed Fee	\$2,915,210
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**ATTACHMENT 4
HOURLY RATE SCHEDULE**

For

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)
CONSTRUCTION CONTRACT MANAGEMENT**

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 will be in accordance with the following schedule:

<u>EMPLOYEE CLASSIFICATIONS</u>	<u>RATE</u>
Project Engineer	\$239.00
Tunnel Inspector	\$124.00
Safety Coordinator	\$242.00
Senior Tunnel Consultant	\$250.00

The employee hourly rates above are an average rate valid between January 1, 2017 and December 31, 2021. After that time, updated rates with justification for the adjustments may be submitted to the CITY for approval. Adjustment of the rates will be permitted only once each subsequent calendar year. If the CITY does not approve the rates, the Agreement may be terminated for convenience.

2. Payment for reimbursable costs, as authorized by the CITY, will be invoiced at cost. These items may include, but are not limited to: shipping charges; in-house printing services; special supplies not furnished by the CITY; or traveling and lodging expenses, as required, to perform project management and construction contract management. Mileage for travel will be billed at the IRS business rate per mile for automobile transportation.

CITY OF FORT WAYNE, INDIANA

AECOM Technical Services, 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% | ☐ | AECOM Technical Services Inc., is a wholly owned indirect subsidiary of AECOM, a publicly held corporation traded as "ACM." The 10-K for AECOM is available on line at www.aecom.com or www.sec.gov . |
| (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: _____ %

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes _____ No _____

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:

Yes _____ No _____

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:

Yes _____ No _____

- c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:

Yes _____ No _____

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

City Utilities, Morton Street Forcemain Design, executed on 9/26/16, WO #76280.

Contact: Paul Powers.

b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X No

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

City Utilities, 3RPORT Construction Management Services: RFQ 2016-1. Final cost proposals submitted and contract execution is forthcoming. The 3RPORT project is the reason AECOM is submitting this disclosure form. Contact: TJ Short

City Utilities, RFQ 2016 - 2, Item No. 1 Digester 3 and 4 Rehabilitation. Final cost proposals submitted. Contact: Zach Schortgen.

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;

See attached Schedule A for Section IV, item c response.

- 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

AECOM Technical Services, Inc.

(Name of Vendor)

One Indiana Square, Suite 2100

Address

(317) 532-5400

Telephone

Todd.Frauhiger@aecom.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) Todd Frauhiger

Title Associate Vice President

Signature *T. Todd Frauhiger*

Date March 16, 2017

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

AECOM Vendor Disclosure Form: Schedule A, Item 4.c

AECOM Technical Services, Inc.
Public Transactions Terminated for Cause (5yrs)
Updated March 16, 2017

AECOM Technical Services, Inc. ("ATS") performs thousands of contracts each year. From time to time, occasions arise when ATS does not complete the performance of an awarded contract. These situations include (i) where a client terminates the contract for its convenience; e.g. where the client is unable to secure continued funding for the underlying project and, as a result, terminates the associated contract, (ii) where ATS ceases performance under the contract in accordance with the applicable terms of the contract in response to the client's nonpayment or other breach, and the contract is ultimately terminated; and (iii) where one of the contracting parties terminated the contract for default.

Upon knowledge and belief, formed after reasonable inquiry, within the past five (5) years, ATS (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded ATS that right and (ii) ATS has not had a contract terminated by a client wherein that termination was ultimately determined to be other than for convenience, except in the following instances:

1. In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that it has terminated its contract with ATS for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS is vigorously defending against the City's claims and the matter remains pending.
2. In August 2016, ATS received a letter from the Redevelopment Authority for the City of Milwaukee asserting that the Authority considered its contract with ATS terminated for cause. ATS believes the termination is unjustified and ignores relevant Project history. ATS is contesting the termination, and will actively work with the client to address the client's underlying concerns.

Interoffice Memo

Date: **March 22, 2017**
To: Common Council Members
From: T. J. Short, Sr. Program Manager, City Utilities Engineering
RE: **Contract Title: Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) Construction Contract Management Services W.O. #76356**

Consultants Selected: AECOM

AECOM was selected for this project for the construction contract management team.

AECOM will be partnering with 6 other engineering firms under separate agreements including the following: CH2M Hill (the Construction Contract Management Team's lead), 7NT, Arcadis, Aldea, iTunnel, and DLZ. This team utilizes many of Fort Wayne's local consulting firms that have tunnel, inspection and quality control experience.

Contract Value: \$ 2,915,210.00

The consultant shall provide: Construction contract management services during the 3RPORT Tunnel & Shafts project.

Project Description: The City of Fort Wayne entered into a Consent Decree in April of 2008 with the U.S. Environmental Protection Agency (EPA), U.S. Department of Justice (DOJ), and Indiana Department of Environmental Management (IDEM) to implement a combined sewer overflow (CSO) Long Term Control Plan (LTCP). The Long Term Control Plan is intended to reduce the volume of combined sewerage that is discharged into the waterways within the City of Fort Wayne. The largest project within the Long Term Control Plan is the Three Rivers Protection & Overflow Reduction Tunnel or the 3RPORT.

The tunnel will extend approximately 5 miles from Foster Park through downtown Fort Wayne and end at the Water Pollution Control Plant on Dwenger Avenue. Located between 200 and 250 feet below ground, the tunnel will be 16 feet in diameter.

Construction will also include a working shaft (upflow shaft), a pump station shaft, drop shafts and a retrieval shaft.

The construction phase of the 3RPORT will take approximately 4½ years to be completed. Construction is estimated to begin in 2017 and the project is to be finished by 2021. Construction operations are expected to be 24 hours per day for 5 days per week with some additional maintenance work being done on weekends.

Implications of not being approved: The 3RPORT project is the largest and most important project in Fort Wayne's Long Term Control Plan to reduce the amount of combined sewage that is discharged to our rivers during wet weather. This project will meet Consent Decree requirements of CSO Control Measures (CMs) 11 and 12 which are required to be completed by 2022 and 2025, respectfully. With such a large scale project, it is necessary to begin the construction process in order to meet these mandated completion dates.

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

Selection and Approval Process: The consultant was selected through the Competitive Sealed Proposal (CSP) process. Request for Qualifications were sent in May of 2016 to over 120 firms soliciting teams and individual firms for the construction contract management of 3RPORT. Three full teams submitted on the RFQ which was comprised of 16 firms altogether. Proposals were evaluated by a multi-disciplinary team from Fort Wayne Utilities. Based on the strength of the qualifications, the three teams were shortlisted. Interviews were conducted in July 2016, and a Request for Proposals was sent to two teams in September 2016. Best and Final proposals were received by Fort Wayne Utilities in December 2016. The key items that the review team was looking for in the proposals were: a project team that had experience in large construction projects, tunnel and shaft inspection professionals who are at the top of their field, and a strong approach to quality control. Another key item was that the team would support local partners and local jobs since it was a priority for this project to engage firms who were committed to Fort Wayne. Using this procedure, Utilities Engineering found CH2M Hill team's proposal to be the best value. The Board of Public Works approved the professional services agreement on March 22, 2017.

Funding: The Professional Services Agreement (PSA) will be funded by the 2016 Sewer Revenue Fund (SRF) Bond.

CC: BOW
Matthew Wirtz
T.J. Short
Diane Brown
Chrono
File