

BILL NO. S-17-10-22

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT AND AMENDMENT NO. 1 FOR THE THREE RIVERS FILTRATION PLANT - CHEMICAL CONTROL ROOM IMPROVEMENTS - RES. #66578, W.O. #66578 - (\$117,756.00) between BLACK & VEATCH CORPORATION 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 AND AMENDMENT NO. 1 FOR THE THREE RIVERS FILTRATION PLANT - CHEMICAL CONTROL ROOM IMPROVEMENTS - RES. #66578, W.O. #66578 by and between BLACK & VEATCH CORPORATION 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: Three Rivers Filtration Plant Chemical Control Room Improvements design will incorporate replacement of programmable logic controls 1 and 2 that are within the Chief Operators Control room. The controls replaced will update the automation of the initial processes for Fort Wayne's drinking water supply. The project incorporates the removal of existing control panels, and will divide the room for separate spaces for personnel, network equipment, and automation controls. The control room improvement will incorporate conditioning of the spaces appropriate in that area of plant 3, and improving dust

1 management. The improvement includes enhanced
2 security features, abandonment of floor drains, relocation of
3 eyewash/shower, and improved HVAC design by locating
4 condensing units on the roof;

5 involving a total cost of ONE HUNDRED SEVENTEEN THOUSAND SEVEN
6 HUNDRED FIFTY-SIX AND 00/100 DOLLARS - (\$117,756.00). A copy of
7 said Contract is on file with the Office of the City Clerk and made available for
8 public inspection, according to law.

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

11
12
13
14 _____
Council Member

15 APPROVED AS TO FORM AND LEGALITY

16
17
18 _____
19 Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

**THREE RIVERS FILTRATION PLANT - CHEMICAL CONTROL ROOM IMPROVEMENTS
("PROJECT")**

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

BLACK & VEATCH CORPORATION ("ENGINEER")

202 West Berry Street
Suite 250
Fort Wayne, IN 46802

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

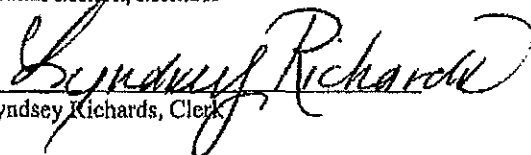
BY:


Mike Ayila, Member

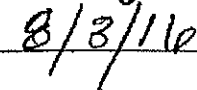
BY:


Kumar Menon, Member

ATTEST:


Lyndsey Richards, Clerk

DATE:

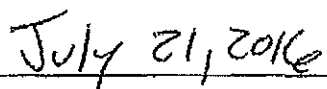

8/3/16

APPROVED FOR ENGINEER

BY:


Donnie Ginn, Associate Vice President

DATE:


July 21, 2016

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 civil Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The 72 MGD Three Rivers Water Filtration Plant currently has a chemical control room at the north end of Plant III. The existing room is approximately 40-ft by 12-ft and has two large control panels. The project will replace the control panels with one small panel. The project will also involve the installation of new walls to subdivide the area into two rooms - a secure Server/Network Room and a Chief Operator Control Room. A new network enclosure will be installed in the secure Server/Network Room. A new PLC and enclosure will also be installed in the secure Server/Network Room. Both new enclosures will replace existing enclosures.

C. SCOPE OF WORK

The Engineer shall develop and provide the following services:

Task 1 - Kickoff Meeting

One project kickoff meeting will be held with the City at their offices. The meeting will be held to confirm the Scope of Services and schedules for the Work, to ensure goals and objectives for the project are understood, and to define the lines of communication. At the project kickoff meeting, specific details of the project, proposed review meeting dates, and City requests for the project will be discussed. During the meeting, Engineer will collect additional data from the City as necessary to complete the Basis of Design Memorandum and Contract Documents. A site visit may be made following the meeting to obtain additional information, if required.

The Engineer will prepare the meeting agenda in advance and issue meeting summary notes for distribution within ten business days after the meeting.

Task 2 - Basis of Design Memorandum

- 2.1 Prepare a Basis of Design Memorandum (BDM) to provide preliminary design information and project direction for use by Engineer and the City. The BDM will establish design criteria, project schedule, electrical and instrumentation philosophy, HVAC and architectural criteria, and other important project information. One electronic copy of the BDM will be provided to the City for review. City's comments will be addressed and incorporated, as necessary, as agreed upon at the Kickoff Meeting included in Task 1.
- 2.2 The facilities will be based on the following preliminary design information:
 - 2.2.1 Three new walls are to be constructed: the east wall to replace the control panel being removed, the west wall to replace the control panel being removed, and a center wall east of the existing door. Walls are anticipated to be concrete masonry unit (CMU) construction.
 - 2.2.2 Access to the Chief Operator Control Room to be through existing door. Access to the Server/Network Room to be from a new door in the new center wall.
 - 2.2.3 HVAC to be upgraded with the Server/Network Room requiring MERV 13 filtering and positive pressurization.
 - 2.2.4 Electrical improvements to include new lighting, a new power feed to a large Uninterruptible Power Supply (UPS) system, and a power distribution panel for the protected load side.

- 2.2.5 Existing equipment/instrumentation I/O that currently routes to the existing PLC will be replaced with new conduits and cables for the new PLC.
- 2.2.6 Server/Network room to include a network/fiber panel, server panel, the UPS system, power distribution panel, and PLC panel. New network cabling will be installed between existing devices and the new network panel. In addition, new fiber optic cabling will be installed to network center in the lower level of Plant 3 Center.
- 2.2.7 Chief Operator Control Room to include new console style furniture to house at least five work stations. An allowance will be provided in the Contract Documents for Owner's selection of furniture and purchase by the Contractor.
- 2.2.8 Construction sequencing to be developed for removal of existing control panels and installation of new, smaller wall mount panel.

Task 3 – Detailed Design and Contract Document Preparation

3.1 Detailed Design Review Meetings.

Up to two progress and information gathering meetings, to review the design and status of the project with the City, will be held at the City's offices. Meetings will correspond with the 60 and 95 percent completion milestones. The Engineer will prepare the meeting agendas in advance and issue meeting summary notes for distribution within ten business days after each meeting. City comments will be incorporated into the drawings and specifications following each review meeting.

Design and Contract Documents.

Contract Documents consisting of drawings, technical specifications and front-end documents for construction of the project will be prepared. The documents will be prepared for the selection of a private construction contractor on a competitive bid basis. One set of construction Contract Documents will be prepared for the construction of all work. The final Contract Documents are to be sealed by a registered Professional Engineer in the State of Indiana.

The front-end documents shall be based on EJCDC 2013 Agreement and General Conditions, with Engineer's Supplementary Conditions (with approval from City).

Electrical and Instrumentation/Control (I&C) coordination will be necessary for development of the demolition PLC one-line drawings as well as the new PLC one-line drawings. Specific construction sequencing will be described in the Contract Documents in order to minimize downtime of plant control capabilities. Design of temporary control provisions is not included in the Scope of Work.

Design deliverables will consist of:

3.1.1 Basis of Design Memorandum

The following shall be completed for the initial Kickoff Meeting:

- Basis of Design Memorandum
- Preliminary Demolition Drawings and Site Plan

3.1.2 60-Percent Preliminary Draft Design Deliverables

The following shall be completed for the 60-percent design:

- Updated Demolition Drawings and Site Plan
- Preliminary Architectural, Mechanical, Electrical, and I&C Drawings
- Preliminary Technical Specifications
- Preliminary Front-End Documents
- Preliminary Opinion of Probable Construction Cost

3.1.3 95-Percent Final Draft Design Deliverables

The following shall be completed for the 95-percent design:

- Demolition Drawings and Site Plan
- Architectural, Mechanical, Electrical, and I&C Drawings
- Technical Specifications
- Front-End Documents
- Final Opinion of Probable Construction Cost

After the 95-percent review meeting with the City, Engineer will finalize the Contract Documents to incorporate City's comments. Engineer will deliver one electronic set of final sealed contract documents, in PDF for City's use in bidding the project. City will provide Engineer one half-size set of drawings, one full-size set of drawings, and one set of specifications following reproduction by the City.

Task 4 -- Project Administration and Management

Provide project supervision, direction, and coordination with the City's management and staff. Project administration and management also includes budget and schedule control, client coordination (such as periodic progress reports and telephone conversations), maintenance of records (such as files, calculations, meeting summary notes), coordination of activities, project close-out and project invoicing.

D. SCHEDULE

The project will be completed per the below schedule. This schedule is based on receiving a Notice to Proceed on or about August 9, 2016.

<u>SCHEDULE</u>	<u>DATE</u>
Draft Basis of Design Memorandum	4 weeks after NTP
60% Submittal -- Preliminary Draft	6 weeks from Kick-off Meeting
95% Submittal -- Final Draft	6 weeks from receipt of comments on 60% Submittal
100% Submittal	4 weeks from receipt of comments on 95% Submittal

E. OPTIONAL ADDITIONAL SERVICES

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

- A. Any meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the project, other than those specifically noted.
- B. Permit acquisition assistance.
- 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. Investigation of existing mechanical systems for impacts due to project.
- F. Bid phase assistance or construction phase services including review of submittals, requests for information or change order requests.
- G. Any start-up services including facility operation and maintenance manual (in addition to the equipment operation and maintenance manuals provided by the Contractor).
- 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.

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/RECORD DRAWINGS/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 applicable plant record drawings, aerial maps and contour maps that are readily available in the Citizens Square Building.

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 Christos Kyrou.

C. DECISIONS

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

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$98,630.00 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. Reimbursable costs include travel costs, express mail, postage, long distance telephone charges, and outside reproduction.

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. Supporting documentation shall be established before the Engineer's first invoice. In the event the City disputes any invoice item, the City shall give Engineer reasonable written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof.
- b. City shall pay Engineer within 30 days of receipt of approved invoice. If the City fails to pay any invoiced amounts within 30 days, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 1/2%) per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item, which is finally resolved in the City's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

11. **INSURANCE.** ENGINEER shall maintain in full force and effect

during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

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

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

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

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

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

18. **SEVERABILITY.** The various 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.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Design Phase – (Tasks 1 through 4)

For Services outlined in Tasks 1 through 4 a not to exceed fee of:

\$98,630.00

Work Allowance – As authorized by PM

For Additional Services as requested by the Project Manager for support during design.

\$0.00

TOTAL NOT TO EXCEED FEE:

\$98,630.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Project Director	\$245
Project Manager	\$200
Engineering Manager	\$185
Project Engineer	\$148
Process Engineer	\$200
Senior Instrumentation / Configuration Engineer	\$190
Instrumentation / Configuration Engineer	\$160
Senior Electrical Engineer	\$195
Electrical Engineer	\$160
Mechanical Engineer	\$170
Architect	\$150
Technical Specialist	\$235
Quality Control Engineer	\$200
Design Engineer	\$124
Senior CAD Technician	\$130
Engineering Technician	\$112
Project Assistant	\$85

The employee hourly rates above are valid until December 31, 2016. At that time, updated rates with justification for the adjustments may be submitted to the City for approval. Adjustment of the rates will be permitted only once each calendar year. If the City does not approve the rates, the Agreement may be terminated.

CITY OF FORT WAYNE, INDIANA

Black & Veatch Corporation

(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% (See Below)

Black & Veatch Corporation is a wholly owned subsidiary of BVH, Inc (the Company). BVH, Inc is 100% owned by the Black & Veatch Retirement Program, an Employee Stock Ownership Program (ESOP). The ESOP Shares are held in trust for its 8,000 participants by the Program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP is confidential; however, shareholdings are broadly dispersed among 8,000 employees and former employee participants and no individual has beneficial holdings approaching 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 (X)

partnership interest () units (LLC) ()

other (explain) See Above 1.a

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent): ownership interest:

Name: See Above 1.a _____ %

Name: _____ %

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:
Yes _____ No X

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

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

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

See Attached

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).

Pending proposal for City Utilities – Hydrogeological Conceptual Model, T.J. Short

Yes ☐ No ☒

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Company / Name / Payment Terms: N/A

Company / Name / Payment Terms: _____

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

Black & Veatch Corporation

(Name of Vendor)

825 S. Barr Street, Third FL, Fort Wayne, IN 46802

Address

(260) 420-2411

Telephone

GinnDH@bv.com

E-Mail Address

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

Name (Printed) Donnie Ginn

Title Associate Vice President

Signature



Date

July 21, 2016

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

Attachment for Section 3.a.

Disclosure of Other Contract and Procurement Related Information

- City Utilities – 3RPORT Final Planning and Design, Kelly Bajic;
- City Utilities – On-Call Services for WPCP and TRFP Process Instrumentation and System, Jon Welrick;
- City Utilities – Green Infrastructure On-Call, Anne Marie Smrcek;
- City Utilities – Hydrogeological Testing, Kelly Bajic

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF FORT WAYNE
THREE RIVERS FILTRATION PLANT – CHEMICAL CONTROL ROOM
IMPROVEMENTS

This Amendment No. 1 is made between the City of Fort Wayne through its Board of Public Works [hereinafter referred to as "City"] and Black & Veatch Corporation [hereinafter referred to as "Engineer"] entered into a Professional Services Agreement on August 3, 2016 for the furnishing of professional services by Engineer for the Three Rivers Filtration Plant – Chemical Control Room Improvements [hereinafter referred to as "Project"].

This Amendment No. 1 incorporates the Scope of Services and Compensation for the additional tasks described herein. The Parties agree that the terms and conditions of the Professional Services Agreement shall apply hereto.

SCOPE OF BASIC ENGINEERING SERVICES

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

Task 1 – Drawing Update to Revise Footprint of Rooms

Engineer shall relocate the east wall of the Server/Network Room to the location of the existing Control Panel 4. In addition, the divider wall between the Server/Network Room and Chief Operator Control Room shall be moved approximately 12-ft west to align with the existing column. Due to the security of the room (see Task 2), all of the CMU wall cores shall be filled with grout, which adds to the structural loading of the floors. Engineer shall provide a maximum structural load rating of the floors as a result of the additional loading.

Design of improvements to reinforce the existing structure, if required, may be provided as a supplemental service.

Task 2 – Enhanced Security Features of Rooms

Engineer shall include additional plan and/or specification requirements for intruder protection of the rooms, which shall include grouting all of the cores in new CMU walls and ballistic ratings for doors and windows.

Task 3 – Cap Upstairs Floor Drains and Relocate Eyewash/Shower

Engineer shall include the following mechanical building system components in the Contract Documents:

- Relocating the eyewash/shower station on the second floor from being adjacent to the column to being along the west wall near an existing drain. Tempered water service will need extended to the new location.
- Removing the two floor drains on the second floor above the existing Chemical Control Room, and filling the existing openings.
- Removing the drain pipe running through the existing Chemical Control Room and capping at the next downstream drain.

Task 4 – Revised HVAC Design - Condensing Units on Roof

The 60-percent design submittal included the HVAC condensing units on the roof, with the air handler units on the second floor. The design will be revised to locate the air handling units on the roof, to reflect packaged units. Due to ductwork penetrating the roof and the existing roof panels being prestressed concrete hollowcore, the panels will be replaced with new prestressed concrete hollowcore or cast-in-place concrete. The additional roof loading will be assessed and if required, an additional beam will be incorporated into the design documents for structural support. The replacement of the waterproof roof material on the entire level adjacent to the parapet wall, if desired, may be provided as a supplemental service.

AMENDMENT NO. 1
COMPENSATION
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF FORT WAYNE
THREE RIVERS FILTRATION PLANT – CHEMICAL CONTROL ROOM
IMPROVEMENTS

For engineering services described in the Scope of Services, the City agrees to pay Engineer in accordance with the Professional Services Agreement. Compensation will be based on hours worked and expenses incurred with a not-to-exceed engineering fee of \$19,126.00 without further written authorization. With approval of this Amendment No. 1, the not-to-exceed contract amount shall be increased from \$98,630.00 to \$117,756.00.

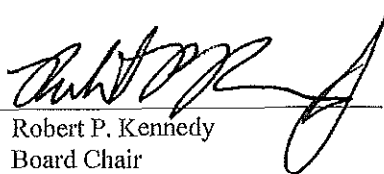
OTHER MATTERS

All provisions of the Professional Services Agreement not specifically modified herein shall remain in effect.

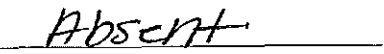
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on this 18 day of October, 2017.

City

City of Fort Wayne
Board of Public Works

By: 
Robert P. Kennedy
Board Chair

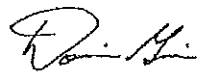
By: 
Mike Avila
Board Member

By: 
Kumar Menon
Board Member

Attest: 
Lyndsey Richards
Clerk

Engineer

Black & Veatch Corporation

By: 
Donnie Ginn, P.E.
Vice President

Date: 09/27/17

CITY OF FORT WAYNE, INDIANA

Black & Veatch Corporation

(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% (See Below)

Black & Veatch Corporation is a wholly owned subsidiary of BVH, Inc. (the Company). BVH, Inc is 100% owned by the Black & Veatch Retirement Program, an Employee Stock Ownership Program (ESOP). The ESOP Shares are held in trust for its 8,000 participants by the Program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP is confidential; however, shareholdings are broadly dispersed among 8,000 employees and former employee participants and no individual has beneficial holdings approaching 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 (X)
partnership interest () units (LLC) ()
other (explain) See Above 1.a

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent): ownership interest:

Name: See Above 1.a _____ %

Name: _____ %

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

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

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

Yes _____ No X

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

Yes _____ No X

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

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

Section 3: Disclosure of Other Contract And Procurement Related Information

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

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

See Attached. _____

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

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

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

Yes ____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: N/A

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

Black & Veatch Corporation
(Name of Vendor)

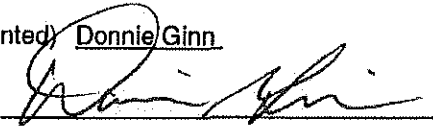
825 S. Barr Street, Third FL, Fort Wayne, IN 46802
Address
(260) 420-2411
Telephone
GinnDH@bv.com
E-Mail Address

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

Name (Printed) Donnie Ginn

Title Vice President

Signature



Date 10/11/17

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

Attachment for Section 3.a.

Disclosure of Other Contract and Procurement Related information

- City Utilities – 3RPORT Final Planning and Design, T.J. Short;
- City Utilities – On-Call Services for WPCP and TRFP Process Instrumentation and System, Jon Weirick;
- City Utilities – Green Infrastructure On-Call, Anne Marie Smrchek;
- City Utilities – 3RPORT Design Services During Construction, T.J. Short.



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

City Utilities Engineering
200 East Berry St., Ste. 250
Fort Wayne, IN 46802

August 19, 2016

Mr. Donnie Ginn, Associate Vice President
Black & Veatch Corporation
202 West Berry Street, Suite 250
Fort Wayne, IN 46802

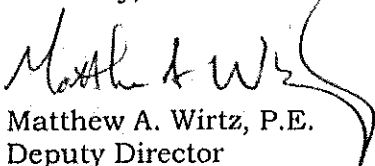
RE: Three Rivers Filtration Plant – Chemical Control Room Improvements

To Whom It May Concern:

Please consider this letter as your notice to proceed with services for the above referenced project. A fully executed original agreement is enclosed.

If you should have any questions, please contact the project manager, Jon Weirick at 260.427.2682.

Sincerely,


Matthew A. Wirtz, P.E.
Deputy Director

Enc

cc: Jon Weirick
Darlene Backs, CUACCT

ENGAGE • INNOVATE • PERFORM

CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802 • www.cityoffortwayne.org
An Equal Opportunity Employer

Interoffice Memo

Date: 10/19/17
To: Common Council Members
From: City Utilities Engineering
RE: **Chemical Control Room Improvements**
Res. # 66578, W.O. #66578

Council District # N/A – At Plants

This is a Professional Service Agreement amendment for the Three Rivers Filtration Plant Chemical Control Room Improvements. Original Professional Service Agreement amount \$98,630. New total of \$117,756. We are seeking approval of this amendment of \$19,126.

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. Chemical Control Room Improvements design PSA will incorporate replacement of programmable logic controls 1 and 2 that are within the Chief Operators Control room at the Three Rivers Filtration Plant. The controls replaced will update the automation of the initial processes for our drinking water supply. The project incorporates the removal of existing control panels, and will divide the room for separate spaces for personnel, network equipment, and automation controls. This control room improvement will incorporate conditioning of the spaces appropriate in that area of plant 3, and improving dust management. The improvement includes enhanced security features, abandonment of floor drains, relocation of eyewash/shower, and improved HVAC design by locating condensing units on the roof.

Implications of not being approved: Currently the controls in the chief operators control room consist of aging and obsolete controls infrastructure. Planned rehab will require a phased approach to keep all systems in operation. To wait and address as a reactive measure could cause adverse effects to the city's water production that could cause water to cease being made until upgrades are made to these chemical controls systems.

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 five firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. Two 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 Black & Veatch Corporation 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 10/18/17.

The cost of said project funded by Water Utility Revenue.

Council Introduction Date: 10/24/17

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File