

BILL NO. S-19-02-27

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT for Advanced Metering Infrastructure Procurement and Contract Management (Phase II) between JACOBS ENGINEERING GROUP, 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 for Advanced Metering Infrastructure Procurement and Contract Management (Phase II) between JACOBS ENGINEERING GROUP, INC. and the City of Fort Wayne, Indiana in connection with the Board of Public Works, is hereby ratified, affirmed, and approved in all respects, respectfully for:

Labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., for procurement and project management services relating to the upgrade of water meters and installation of advanced metering infrastructure throughout the Fort Wayne City Utilities service area

involving a total cost not-to-exceed SIX HUNDRED FIFTY-SEVEN THOUSAND TWENTY and 00/100 Dollars (\$657,020.00). A copy of said Agreement 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

RFQ 2018-02 PROJECT ITEM #3

For

**ADVANCED METERING INFRASTRUCTURE PROCUREMENT
AND CONTRACT MANAGEMENT (Phase II)**

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
Fort Wayne, IN 46802

and

Jacobs Engineering Group, Inc. ("ENGINEER")

2020 W. Washington Blvd.
Suite 100
Fort Wayne, IN 46803

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

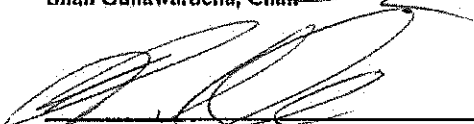
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair


BY:


Kumar Menon, Member

BY:

ABSENT
Mike Avila, Member

ATTEST:

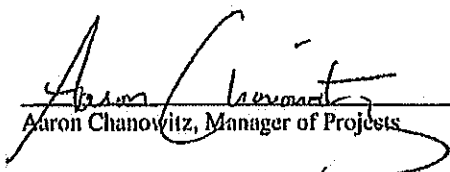

Michelle Fulk, Clerk

DATE:

2.19.19

APPROVED FOR ENGINEER Jacobs Engineering Group, Inc.

BY:


Aaron Chanowitz, Manager of Projects

DATE:

February 15, 2019

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. PROJECT DESCRIPTION

The purpose of this project is to provide Procurement and Project Management (PM) services for the following City Utilities project:

- Advanced Meter Infrastructure (AMI) installation and small meter replacement
 - This work is general described as providing procurement to upgrade the existing water meter reading system and water meters. There are approximately 105K accounts that will have AMI installed. Additionally, there are approximately 70K small meter accounts that will have their water meter changed. The Utility has an existing AMR system that was installed in 2003-04 that is at its end of useful life.
 - The engineer will review the AMI RFP, that the Utility has developed, prior to its release to the vendors. They will provide procurement support including submission evaluation, recommendation, and contract negotiation assistance. The consultant will provide project management services during startup to guide the contractor through the process. They will assist the Utility through business process redesign. The consultant will also provide support during a proof of concept phase to verify that everything is in place for a successful deployment. Additionally, the consultant will be retained to provide guidance and oversight during the installation and deployment phase of the project.

B. SCOPE OF WORK

ENGINEER shall provide Program Management (PM) and Construction Inspection, set forth in Attachment 1 - Scope of Services.

As the Procurement and Construction Contract Management Team (CCMT), ENGINEER shall act as the City's representative as provided in the General Conditions of the Construction Contract Documents. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as City and ENGINEER may otherwise agree in writing. All of the City's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of City in dealings with the Contractor to the extent provided in this Agreement and General Conditions except as otherwise provided in writing.

As CCMT, ENGINEER shall provide construction observation services of the Contractor's work. The extent and limitations of duties, responsibilities and authority of the Resident Project Representative (RPR) are as set forth in the EJCDC General Conditions for the Construction Contract as may be amended through City and Construction Manager's agreement in writing.

C. TERM FOR RENDERING SERVICES AND PROJECT STAFFING

PROJECT TIMING

ENGINEER 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.

<u>Task</u>	<u>Duration</u>	<u>Estimated Completion</u>
Phase I		
Procurement	8 months	May, 2019
Phase II		
Startup and Proof of Concept	7 months	December, 2019
Full Implementation Support	24 months	December, 2022

PROJECT STAFFING

The City upon notification may reduce the level of CCMT or RPR staffing services within the above noted construction durations based on the Contractor's level of construction activities.

The ENGINEER shall not provide CCMT or RPR services during periods of construction shut down by the Contractor.

D. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by the CITY and negotiated fees, ENGINEER may provide additional services of the types listed below:

- Facilitate and attend site visits of Utilities with AMI systems in place to learn from them.
- Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

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

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 representative for this Agreement will be Ben Groeneweg, P.E.

B. DATA

Provide all available information, including meter information, account information, GIS data in the possession of City relevant to the design or construction of the Project.

C. DECISIONS

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

D. MEETINGS

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

E. DOCUMENT REVIEWS

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.

F. ACCESS

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

G. OTHER CONSULTANTS

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

H. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

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

I. PROJECT DEVELOPMENTS

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 Engineering Services and referenced Exhibits of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$ 657,020.00 as summarized in attached *Attachment 2 – Scope of Services Fee Proposal*.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per *Attachment 3 – 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. An invoice supporting subconsultant services and charges will be provided as backup. The ENGINEER will obtain written City approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. ENGINEER shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require.
- b. City shall pay ENGINEER within 60 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. **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
1 E Main Street, Rm B-91
Fort Wayne, IN 46802

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

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

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

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

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

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

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

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

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

ATTACHMENT NO. 1

ADVANCED METERING INFRASTRUCTURE PROCUREMENT AND CONTRACT MANAGEMENT (Phase II)

SCOPE OF SERVICES

SCHEDULE ASSUMPTIONS

Phase I

Procurement	8 months	May, 2019
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Phase II

Statup and Proof of Concept	7 months	December, 2019
Full Implementation Support	24 months	December, 2022

PERSONNEL REQUIREMENTS

Minimum personnel requirements shall include the following:

- Program Management: Sufficient skilled personnel and resources to provide quality assurance and verification testing of the CONTRACTOR's testing quality control.
- Procurement Lead: A manager assigned to the Project for the duration of procurement and construction activities as directed by the CITY.
- Implementation Manager: A manager assigned to the Project for the duration of implementation activities as directed by the CITY.
- Construction Inspection/Resident Project Representatives (RPR): Sufficient experienced inspection personnel to observe and record the progress of construction and segmental liner production. The CCMT shall have two inspectors available to provide these services at any of the various sites, with the understanding that meter installation may be permitted to continue on a five day a week. Two inspector FTE's shall be on the project during the full Implementation phase active construction activities and monitoring segmental line production as necessary.
- Technical Advisors: Sufficient skilled technical and expert personnel assigned to the project to support the project's needs on the following areas, but not limited to: Systems integration, process improvement, communications, public outreach, AMI analysis. These services shall be provided on an "on-call" or as needed basis and typically able to be performed remotely, with occasional on-site visits during normal business working hours.
- Quality Assurance: Sufficient skilled personnel and resources to provide quality assurance and verification testing of the CONTRACTOR's testing quality control.

Resumes for all Procurement Team and CCMT personnel, including documentation of all certifications and training, shall be submitted to CITY for approval prior to the assignment of any individual to the Project. No personnel shall be permitted to enter the construction sites without approval by CITY. CITY reserves the right to approve or reject members of the Procurement Team or CCMT.

SCOPE OF SERVICES

PROCUREMENT AND CONSTRUCTION MANAGEMENT TEAM shall provide the following services during Project procurement and implementation:

TASK 1 – PROCUREMENT

Completed in Phase I

TASK 2 – STARTUP AND PROOF OF CONCEPT (POC)

Task 2.1 Interface Development Support

Procurement and Construction Management Team will lead a workshop with CITY and the designated vendor personnel to identify and confirm the systems specific integration methodology and ensure alignment between each underlying interface.

Procurement and Construction Management Team will coordinate and oversee the systems integration effort that will occur during the POC. The intent is to have the pre-identified systems interfaces designed, developed, tested and automated prior to full deployment start. Specifically, Procurement and Construction Management Team will lead weekly technical review meetings with all designated personnel internal and external to CITY to monitor progress and identify roadblocks.

Deliverables: Narrative overview of Workshop outcome, a high-level systems integration diagram, a list of action items, and weekly meeting notes

Task 2.2 Project Procedures Development

Procurement and Construction Management Team will attend a series of meetings over one week to develop draft project procedures for running and managing the project on a day to day basis, working with City staff and AMI vendor.

Deliverables: Project procedures

Task 2.3 Proof of Concept (POC)

The intent of the POC phase is to begin building the AMI telecommunications network, equip a select/limited number and type of meters with the necessary communication devices, deploy all application hardware and software, and develop all the necessary interfaces so to test system functionality and connectivity from meter read to customer bill.

Procurement and Construction Management Team will attend a proof of concept planning workshop and work with the CITY Team, the vendor(s), and the designated Systems Integrator to execute the POC phase and provide overall Project Management oversight. Tasks to include, but not limited to:

- Coordinate with CITY and the vendor(s) to identify and setup the POC test environment
- Coordinate the AMI and MDM software installation and/or configuration
- Coordinate with vendors to provide training and documentation
- Coordinate with CITY and hosting vendor(s) to set up the secure communications with the respective data center(s)
- Coordinate the identification, design, development, testing, and deployment of each respective system integration
- Coordinate the acquisition of equipment
- Assist with testing, defect tracking and troubleshooting

Project Management activities will include: maintaining the overall project schedule; work with all project participants to monitor progress and adjust the work plan as needed to stay on schedule; facilitate regular project progress and other meetings; create project status reports as required with input from the CITY; work with the CITY to monitor the scope of work of each vendor; identify, report, and track project issues and risks; and, track project budgets.

The Procurement and Construction Management Team will attend a proof of concept performance review at the end of the evaluation period. Lessons learned and identified adjustments to the customer engagement, installation workflows, and data management processes will be updated to address any deficiencies prior to full deployment. *Deliverables: Completion and acceptance of POC*

Task 2.4 Business Process Redesign (BPR)

Procurement and Construction Management Team will work with the project team to designate a process owner for each area that will lead the change effort internally and be responsible for internal review check points during BPR development. Wherever possible, Procurement and Construction Management Team will capture process metrics to establish a baseline for current state process analysis. This will aid the CITY in developing Key Performance Indicators (KPIs) to ensure desired program goals are attained.

The five core business processes that are directly impacted by the deployment of AMI include:

- Meter Change-Out/Retrofit
- Billing & Read Validation

- Customer Inquiry and Response
- Non-Pay Disconnect/Reconnect
- Move In/Out

Procurement and Construction Management Team will set up at least one work shop to review each business process and focus on the development of the future state. The BPR will build upon what was developed in current state, and utilizing the new business applications (MDM system, AMI headend, AMI Infrastructure and AMI Meters as applicable) and the interfaces that will be deployed (AMI/MDM, MDM/CIS, etc.). The timing is appropriate to assist CITY in developing any new policies that will require review, approval, and to work through proposed changes to the process.

Deliverables: Current business process diagrams and notes, Future business process diagrams and notes

Task 2 Assumptions:

- The Utility will provide existing documented business processes electronically prior to onsite meetings.
- BPR effort is limited to the five-core processes; additional processes could be completed, if directed by the Utility, on a time and materials basis with the contingency funding. These additional process are not currently included in the proposed cost.

TASK 3 – FULL IMPLEMENTATION

The Procurement and Construction Management Team shall oversee the development of the solution and control the changes to align with the City Utilities' expectation. Procurement and Construction Management Team will provide technical and business support to assist with the management of the system's installation. The consultant shall oversee the installation process with the selected AMI vendor to assist with the integration of the metering system. City Utilities anticipates the following subtasks supporting implementation services. Proponents shall provide a detailed approach for each of the following tasks along with their proposed level of effort and associated cost for an initial 6-month start-up period, as well as a monthly cost (burn rate) for optional ongoing support starting in month 7.

Task 3.1 Project Schedule

Procurement and Construction Management Team shall develop a project schedule that integrates all technical elements and tasks. The Project schedule shall explicitly identify the tasks that are on the critical path.

The Procurement and Construction Management Team will utilize a project management software for budget monitoring, variance reporting, change management monitoring and financial management/cash flow projection. Once the schedule is finalized, the Procurement and Construction Management Team will utilize a continual monitoring approach to monitor actual cost incurred to date and provide a structure to forecast Estimate to Complete (ETC) values and compare actual cost incurred to actual funding received. Falling behind will create default

conditions and require corrective action, such as subcontracting or hiring additional crews. Variances and concerns will be immediately addressed with the AMI vendor.

Deliverables: Project schedule and critical path with monthly updates

Task 3.2 Risk Assessment

Procurement and Construction Management Team shall assist City Utilities in defining AMI project risks and advise City Utilities on mitigation strategies throughout the implementation phase.

The identified risks will include risks from all areas of concern – e.g., health and safety, permits and approvals, organizational stability, customer service, public perceptions, vendor and equipment performance, environmental management, liability and consequential damages, warranties, errors and omissions, force majeure.

Deliverables: Risk assessment and recommended mitigation strategies

Task 3.3 Project Reporting

Procurement and Construction Management Team shall deliver monthly status reports including planning status, design status, construction status, cost report, budget analysis, schedule report (actual vs. proposed), summary of major accomplishments and problems, discussion of relevant legal issues, DBE summary-utilization, planning, and progress photographs when applicable.

Program controls will provide the backbone of project progress reporting. The Procurement and Construction Management Team will utilize non-proprietary software and a secure web portal to provide the communication and collaboration tools needed for successful program delivery. The Procurement and Construction Management Team will accept or integrate with the AMI installation contractors' work activities to track quality, safety, testing, and performance measures. Key activities will address review of progress against schedule and budget, quality and change management, and other project performance measures associated with customer contact, appointment scheduling, responsive complaints, number of data discrepancies trapped, and AMI system performance.

Task 3.4 Project Team Meeting's

Procurement and Construction Management Team shall coordinate and conduct core staff meetings throughout the project on at least a monthly basis and prepare meeting notes to be submitted to City Utilities. Monthly meetings shall be held with City Utilities staff to review the progress of work. In addition, City Utilities anticipates weekly meetings for the first six months of the project implementation. City Utilities anticipates that the AMI vendor, City Project Manager, and a

representative from the Construction Management Team will be meet daily to several times a week until the project is running smoothly.

Task 3.5 Field Inspection Services

Procurement and Construction Management Team shall provide two full time equivalent (FTE)'s to perform inspection services and installation audits on the AMI installer.

AMI contractor performance will be measured by reading success rate, percentage of route completion, and analysis of failures. The City's management of the project will involve regular performance reporting by the contractor, formal and informal meetings, and special meetings to handle problems.

The inspectors will focus attention on field activities, such as inspection, investigations, supply logistics, and coordination of AMI installation under the City's project. Responsibilities will include:

- Coordinate installation contractor work
- Supervise follow-up on all anomalies
- Prepare project field reports
- Attend weekly project meetings
- Coordinate receipt of supplies and materials
- Supervise safety procedures

Hands-on quality control and oversight are particularly important at the beginning of the project to ensure that procedural or performance problems are solved promptly, enabling a successful execution of the project in its entirety. For 6 months, up to and including the first month of post-proof of concept installations, the inspectors will facilitate weekly meetings with the AMI vendor. For the remainder of the contract, the meetings will be reduced to biweekly. The Procurement and Construction Management Team's program manager or deputy will attend these meeting as well.

With indoor meters, quality control of field installation work involves on-site real-time spot inspection to ensure the work meets specifications. Physical inspection will identify installation problems not indicated by the AMI system (e.g., a leaky coupling or debris left at the site). The inspectors' key duties would be to validate the contractor's field performance, verifying the correct equipment is installed, and validate workmanship. All work turned back to the contractor also will be inspected. The percentage of sites inspected may be varied depending on the percentage and nature of problems found.

In more difficult areas, the inspection rate might be increased. The Procurement and Construction Management Team will work with the City to develop protocols and mechanism for dealing with difficult installations, to minimize the burden on City staff. Field inspections will be an important step in overall quality and project control procedures for determining whether the installation is approved, and the contractor will be paid for that installation. Inspection guidelines will align with program goals and will provide for mechanisms for follow-up when deficiencies are noted.

Deliverables: Meeting Notes, Inspection Reports and Photographs

Task 3.6 Communications Campaign

The AMI program will heighten the City's visibility among its customers and has the potential to broadly affect public perceptions. While the physical meter replacement and AMI implementation must be coordinated and managed, it is essential that customers and stakeholders know what to expect before these portions of the program begin. In addition, the potential for changes in customer bills must be anticipated and expectations managed. Finally, implementation of this program also needs to be conscience of current customer perceptions and the outcome of the upcoming rate program, currently being developed. It is critical that the communication plan for the AMI program address all these elements.

In addition, during the AMI installation, good public relations will smooth AMI installation process if the public is aware and prepared, makes appointments easier, proactively addresses customers' issues, and helps customers tolerate any inconveniences. The project is also an opportunity for the City to underscore how it is working to enhance service, reduce costs, recover costs, and conserve water. The Procurement and Construction Management Team will provide the following:

- Continual developments to the existing Communications Plan to address:
 - **Mass media publicity** – opportunities to use the mass media to for public education
 - **Small audience publicity** – including presentations to community groups
 - **Briefings** – for local leaders and officials
 - **Direct customer notification** – brochures, letters, websites, project branding, Frequently Asked Questions summaries (FAQs), and telephone scripts
 - **Employee communications** – regular briefing on program progress
 - **Large customer communications** – generally will require one-on-one communications
 - **Project branding** – Name the project campaign and support in developing branding materials

Coordination and support to AMI vendor on messages for:

- Door hangers
- Status letters
- Press releases
- Brochures
- Webpages

Procurement and Construction Management Team will advise the CITY on the timing of releasing the information pieces to the customer base. Many of these materials will be distributed in parallel with other information pieces.

Task 3 Assumptions:

- Installation period of 24-month duration during which time the Procurement and

Construction Management Team will provide two field service inspectors full time.

- The presence or duties of Procurement and Construction Management Team personnel at a construction site, whether as onsite representatives or otherwise, do not make Procurement and Construction Management Team or Procurement and Construction Management Team personnel in any way responsible for those duties that belong to the installation Contractors or other entities, and do not relieve the installation Contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all installation/construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the installation/construction work in accordance with the contract documents and any health or safety precautions required by such work.
- Procurement and Construction Management Team and Procurement and Construction Management Team's personnel have no authority to exercise any control over any installation Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the installation Contractors or other entity or any other persons at the site except Procurement and Construction Management Team's own personnel.
- The presence of Procurement and Construction Management Team's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction Contractor. Procurement and Construction Management Team neither guarantees the performance of the installation Contractor nor assumes responsibility for Contractor's failure to perform work in accordance with the construction documents.

Ongoing Reporting and Analysis Support (Beyond Month 6):

The Procurement and Construction Management Team will continue to support the AMI deployment starting in month seven as support for the City's Project Management staff. The support shall include development and participation on project team meetings such as weekly meetings and associated summary reports, monthly stakeholder meeting, progress payments to the vendor as determined by the SOW and contractual language for Installation Acceptance, and overall vendor monitoring support.

Deliverables: Participation in and preparation of weekly team meeting agenda and associated summary reports, development of monthly stakeholder reports and coordination of monthly meeting, support for vendor progress payments on a bi-monthly basis.

ATTACHMENT NO. 2

**SCOPE OF SERVICES FEE PROPOSAL
ADVANCED METERING INFRASTRUCTURE PROCUREMENT
AND CONTRACT MANAGEMENT (Phase II)**

Task 1 - Procurement:

Completed in Phase I

Task 2 – Startup and Proof of Concept (POC) Including: \$118,655

2.1 Interface Development Support

2.2 Project Procedures Development

2.3 Proof of Concept (POC)

2.4 Business Process Redesign (BPR)

Task 3 – Full Implementation Including: \$448,365

3.1 Project Schedule

3.2 Risk Assessment

3.3 Project Reporting

3.4 Project Team Meeting's

3.5 Field Inspection Services

3.6 Communications Campaign

Contingency \$90,000

For services outlined in Part 1 Scope of Services,
Part D, a fee of:

Total Not to Exceed Fee \$ 657,020

ATTACHMENT 3

HOURLY RATE SCHEDULE

ADVANCED METERING INFRASTRUCTURE PROCUREMENT AND 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 are **at or below** the provided rate per the schedule by profession. Hourly rates will be in accordance with the following schedule:

<u>EMPLOYEE CLASSIFICATIONS</u>	<u>RATE</u>
Process Improvement III	\$346/hr
Evaluation Lead	\$305/hr
Strategic Advisor	\$300/hr
Process Improvement III	\$300/hr
Program Sponsor	\$245/hr
Quality Manager	\$240/hr
Communications Specialist	\$235/hr
Procurement Lead	\$203/hr
Project Manager	\$203/hr
Process Improvement II	\$200/hr
Program Manager	\$200/hr
Integration Lead	\$180/hr
Process Improvement Analysis	\$152/hr
Process Improvement I	\$147/hr
Project Engineer	\$147/hr
Public Outreach/PMIS Support	\$140/hr
Inspection VII	\$140/hr
Inspection VI	\$125/hr
Data Analysis	\$110/hr
Data Analytics II	\$110/hr
Administrative Assistance II	\$110/hr
Inspection V	\$110/hr
Data Analytics I	\$103/hr
Analyst II	\$100/hr
Implementation Lead	\$100/hr
Administrative Assistance I	\$100/hr
Inspection IV	\$90/hr
Analyst I	\$80/hr
Systems Integration	\$80/hr
Inspection III	\$80/hr
Accounting	\$75/hr
Inspection II	\$70/hr
Inspection I	\$60/hr
Intern Inspection	\$50/hr

CITY OF FORT WAYNE, INDIANA

JACOBS ENGINEERING GROUP, INC.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5% ☐
- (ii) Distributable income share exceeding 5% ☐
- (iii) Not Applicable (If N/A, go to Section 2) ☒

Name: _____ Name: _____

Address: _____ Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐
partnership interest ☐ units (LLC) ☐
other (explain) _____

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

Name: _____ %

Name: _____ %

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, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

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 _____

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).

	On Call Project Delivery	3/16/16	Zach Schortgen
76003	3RPORT Tunnel CCM	3/22/17	T.J. Short
76189	Digester 3 & 4 Improvements	4/26/17	Zach Schortgen
	2017 RPR/Inspection Services	6/29/17	Mike Kiester
76184	Morton Street Lift Station	3/13/18	Chris Ravenscroft
	On Call Water Project Support	6/5/18	Andrew Schipper
	AMI Phase 1	9/18/18	Ben Groeneweg

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

	ESM 2019-2020		Doug Fasick
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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 ☒

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:

- 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;
- 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

JACOBS ENGINEERING GROUP, INC. 2020 E. Washington Blvd. Ste. 100
(Name of Vendor) Fort Wayne, IN 46803
Address
(260) 249-4232
Telephone
Todd.Webster@jacobs.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 Webster Title Vice President

Signature  Date 02-15-19


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

CONTRIBUTION STATEMENT BY A BUSINESS ENTITY

I, Todd Webster, under the penalties of perjury, affirm and state as follows:

1. I am over the age of eighteen (18) years old.
2. I am an officer or party of the below named company/firm, a business entity within the meaning of Section 37.28 of the Fort Wayne Municipal Code of Ordinances (the "City Code").
3. As an officer or party of the below named company/firm, I am authorized to execute this *Contribution Statement by a Business Entity* on behalf of said business entity.
4. Since January 1, 2018, neither the below named company/firm, nor any of its covered principals, partners, officers, subsidiaries, or other individuals as defined in Section 37.28 has made a contribution to any City of Fort Wayne candidate or holder of public office, whether directly or indirectly by contribution to such candidate's or holder of public office's campaign committee, a City or Allen County party committee or a political action committee that regularly engages in the support of municipal elections and/or municipal parties in the City of Fort Wayne, which would prohibit the City of Fort Wayne from negotiating or entering into a contract with the below named company/firm under Section 37.28 of the City Code.
5. This *Contribution Statement by a Business Entity* is made pursuant to Section 37.28 of the City Code to support approval of a contract between the City of Fort Wayne, Indiana and the below named company/firm.

Jacobs Engineering Group, Inc.
Company/Firm



By: _____

Printed: Todd Webster

Title: Vice President

02-15-2019
Date