

BILL NO. S-19-03-03

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES - CHEMICAL CONTROL ROOM IMPROVEMENTS - RESOLUTION/WORK ORDER #66578 - (not to exceed \$117,500.00) 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 ENGINEERING SERVICES - CHEMICAL CONTROL ROOM IMPROVEMENTS - RESOLUTION/WORK ORDER #66578 - (not to exceed \$117,500.00) 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 professional Engineering consultation and advice, and other customary services incidental thereto. Chemical Control Room Improvements designer services during construction (DSDC) of the Project is provide a means of Contract Document interpretation, and to provide support to the City and Construction Contract Management (CCM) during construction:

involving a total cost of not to exceed ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS - (\$117,500.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

For

**THREE RIVERS FILTRATION PLANT (TRFP)
CHEMICAL CONTROL ROOM IMPROVEMENTS
DESIGN SERVICES DURING CONSTRUCTION ("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 East Berry Street, Suite 210
Fort Wayne, Indiana 46802

and

BLACK & VEATCH CORPORATION ("ENGINEER")

825 S. Barr Street
Third Floor
Fort Wayne, Indiana 46802

Who agree as follows:

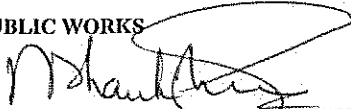
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services") and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the 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

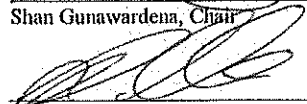
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

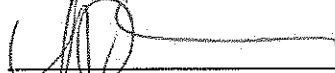
BY:


Kumar Menon, Member

BY:

ABSENT
Mike Avila, Member

ATTEST:

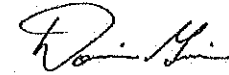

Michelle Fulk, Clerk

DATE:

2.26.19

APPROVED FOR ENGINEER

BY:


Donnie Ginn, P.E. Vice President

DATE:

2/19/2019

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

ENGINEER shall provide CITY with professional engineering services in all phases of the project to which this scope of services applies. The 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 3. The existing room is approximately 40-ft by 12-ft and has two large control panels and a Programmable Logic Controller (PLC). The Project will replace the existing control panels and PLC with a new PLC and Local Control Panel (LCP). The existing equipment/instrumentation I/O will be replaced with new conduits and cables. In addition, new walls will be installed to subdivide the existing room into two rooms: a Server/Network Room and a Chief Operator Control Room. A new network panel, server panel, and workstation panel will be installed in the Server/Network Room. New lighting and HVAC are included to serve the two new rooms, along with roof improvements to support the HVAC equipment.

C. SCOPE OF SERVICES

The CITY hereby engages ENGINEER to provide Design Services During Construction (DSDC) of the Project to ensure conformance with the TRFP Chemical Control Room Contract Documents [hereinafter referred to as "Contract Documents"], to provide a means of Contract Document interpretation, and to provide support to the CITY and Construction Contract Management (CCM) Team during construction. Also included are final design services required for design completion and allowances for additional services such as bid phase support, additional construction administration, or other items requested by the CITY.

By performing these services, the ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. In addition, ENGINEER shall not be responsible for the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the CITY. ENGINEER shall notify the CITY of any failure of the Contractor to conform to the Contract Documents which becomes known to ENGINEER in performing ENGINEER's obligations hereunder.

PHASE 1 – DESIGN PHASE SERVICES

ENGINEER will perform final design services for the Project as follows:

TASK 101 – Design of Roof Replacement

ENGINEER will update the design documents to incorporate the replacement of the waterproof roof material in the approximately 100-ft by 12-ft area adjacent to the parapet wall where the new HVAC units are proposed above the Chemical Control Room. In addition, a detail and note shall be added to the roof plan to repair an existing leak in the adjacent clay tile roof above the walkway between the Chemical Building and the Softening Building.

PHASE 2 – DESIGN SERVICES DURING CONSTRUCTION

Task 201 – Preconstruction Conference and CITY's PMIS Training

At a date and time selected by the CITY, the ENGINEER will participate in a preconstruction conference call, up to two hours in duration, facilitated by the CITY's CCM Team. The preconstruction conference call will include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change order procedures, record documents, and the Contractor's responsibilities for safety and first aid. The CCM Team will be responsible for preparing and distributing meeting notes.

ENGINEER will participate in a conference call, up to one hour in duration, regarding any updates to the CITY's Project Management Information System (PMIS) that have occurred since submission of the September 2018 design deliverables. The PMIS conference call will be conducted by the CITY or CITY's representative. The preconstruction conference call and PMIS conference call will be attended by the Engineering Manager and Senior Instrumentation Engineer.

Task 202 -- Progress Meetings

Participate in monthly progress meeting conference calls, up to two hours each in duration, during onsite construction activities to discuss Contractor's progress of the Work, discuss upcoming Work, and consult with the CITY and Contractor concerning questions. The Contractor will preside at the meetings and the CCM Team will be responsible for preparing and distributing meeting notes. The Engineering Manager will participate in up to eight monthly progress meeting conference calls, the Senior Electrical Engineer will attend up to two progress meeting conference calls, and the Senior Instrumentation Engineer will attend up to four progress meeting conference calls.

Task 203 – Shop Drawings and Submittals Review

Review shop drawings and other data submitted by the Contractor as required by the Contract Documents. The ENGINEER's review shall be for general conformity to the Contract Documents for the Project and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, and procedures of construction, or to safety precautions and programs incident thereto. The Scope is based on review of up to a total of 45 combined submittals and resubmittals for the Project. Any shop drawings and submittals other than "Accepted" or "Accepted as Noted" will be discussed/reviewed with CITY (CITY's Project Manager) for review prior to returning to Contractor.

Review of "Substitutes" requests by the Contractor shall follow the requirements of the General Conditions in the Contract Documents. The ENGINEER will perform such reviews as a supplemental service and will track the time and expenses separately for payment.

Task 204 – Revise Construction Contract Drawings and Update TRFP P&IDs

Upon completion of the project, revise the construction contract drawings to conform to the construction records. Revisions (red-lines) to the construction contract drawings will be provided by the Contractor. The CCM Team is responsible for reviewing and verifying the record drawings, provided by the Contractor, for accuracy and that all markups and documentation are included prior to submittal to ENGINEER. ENGINEER will submit one full size and three half size copies of the final conformed-to-construction drawing prints, PDF format, and AutoCAD format to CITY within two months of receipt of Contractor's revisions.

ENGINEER shall also update the TRFP Piping and Instrumentation Diagrams (P&IDs) to reflect the updates as a result of the Project. ENGINEER will submit the P&IDs in PDF and AutoCAD formats.

Task 205 – Project Administration and Management

Provide project supervision, direction, and coordination with the CITY management and staff. Project administration and management also includes budget and schedule control, client management support, document

control, coordination of activities, monthly invoicing, and project close-out. ENGINEER will maintain a change register of any scope changes affecting the project budget or schedule and review it with the CITY on a monthly basis. ENGINEER shall discuss and receive written approval for any scope changes from CITY prior to proceeding.

D. SCHEDULE

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. The effort and fee for the Design Services During Construction are time dependent. The effort and fee for the Scope of Services indicated herein is based on a one year construction period from approximately June 15, 2019 to June 15, 2020. In the event that the construction period is extended, the contract amount shall be increased to a mutually agreed amount for ENGINEER's services.

The Project target milestones and schedule are provided below. The schedule is based on receiving Notice to Proceed by March 28, 2019. If the Notice to Proceed is not received as anticipated, then the schedule dates shall be adjusted day-for-day until the notice is received.

<u>Milestone</u>	<u>Milestone Date</u>
Final Design	April 15, 2019
Bid Opening	May 15, 2019
Construction Notice-to-Proceed	June 15, 2019
P&ID Updates	March 31, 2020
Construction Completion	June 15, 2020

E. SUPPLEMENTAL SERVICES

Bid Phase Services Allowance

Upon separate written authorization by the CITY, ENGINEER may provide additional Bid phase services as indicated below:

- **Interpret Construction Contract Documents.**
Interpret Construction Contract Documents, if necessary, to provide responses to questions from Bidders during the Bid period. Prepare up to three addenda to the Construction Contract Documents, if required. CITY will distribute the addenda.
- **Pre-Bid Conference Call.**
Participate in a pre-bid conference call with CITY and Bidders during the bidding period. CITY or CCM Team will be responsible for preparing the agenda, facilitating the call, preparing the meeting minutes, and distributing the meeting minutes as an addendum. The pre-bid conference call will be attended by the Project Manager, Engineering Manager, and Senior Instrumentation Engineer. Review of Bids, interpretation of Bidders qualifications, and Bid Award will be performed by the CITY.
- **Review Insurance Certificates.**
Services shall include a cursory review of Contractor's insurance certificates. The ENGINEER's review of the insurance certificates is only for the purpose of determining if the Contractor has provided the general types and amounts of insurance required by the specifications and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.
- **Conform to Contract (CTC) of the Construction Contract Documents.**
Prepare the Conformed to Contract (CTC) of the Construction Contract Documents. All addenda items and changes to the Construction Contract Documents will be updated by the ENGINEER. ENGINEER shall provide the files to CITY in PDF format.

Construction Administration Allowance

Upon separate written authorization by the CITY, ENGINEER may provide additional construction administration services during construction of the Project as indicated below:

- Review and comment on the Contractor's initial and revised initial construction schedule and advise the CITY as to acceptability. Analyze the Contractor's construction schedule, activity sequence, and construction procedures as applicable to the CITY's ability to keep existing facilities in operation and for conformance with the Contract Documents. Subsequent schedule reviews are the responsibility of the CCM Team.
- Respond to Requests for Information (RFIs) submitted by the CITY, CCM Team, or Contractor. ENGINEER will provide responses to RFIs from the Contractor within ten business days of receipt. Responses to requests that involve input from the CITY or CITY's CCM Team may extend longer than ten business days. Up to ten RFI reviews are included. Additional responses can be provided as a supplemental service.
- Assist CITY with reviewing Work Change Directive (WCD) requests by the Contractor or CITY and assist in preparing proposal requests to the Contractor for changes in scope, if required. ENGINEER will review and provide comment to the CITY on up to four WCD request items. The CCM Team will prepare and process WCDs, if required.
- Assist CITY with reviewing Change Order requests by the Contractor. ENGINEER will review and provide comment to the CITY on up to two change order request items for the Project. The effort is limited to review and comment to the requested Change Order applicability only and does not include evaluation of alternatives and detailed investigations of the requests. Preparation of the Change Order documents will be the responsibility of the CCM Team.

Owner's Allowance

Upon separate written authorization by the CITY and negotiated fees, ENGINEER may provide additional services as indicated in Attachment 3 – Supplemental Services.

PART II
CITY'S RESPONSIBILITIES

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

A. CITY'S REPRESENTATIVE

CITY will designate a representative for the Project who shall have the authority to act as the CITY's representative to respond to questions, transmit instructions, receive information, interpret and define CITY's requirements, serve as liaison with the ENGINEER and make decisions with respect to the Services. The CITY's representatives for this Agreement will be Christos Kyrou.

B. DATA

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

C. DECISIONS

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

D. MEETINGS

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

E. DOCUMENT REVIEWS

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

F. ACCESS

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

G. OTHER CONSULTANTS

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

H. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

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

I. PROJECT DEVELOPMENTS

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

PART III

COMPENSATION

A. COMPENSATION

Compensation for Services performed in accordance with Part I – Scope of Basic Engineering Services and referenced Exhibits of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed fee of \$117,500. Included in the total engineering fee is a Bid Phase Services Allowance of \$14,705, a Construction Administration Allowance of \$19,315, and an Owner's Allowance of \$15,000 for additional or unforeseen services. Use of these allowances must be authorized by CITY's Project Manager.

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

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

Payment for outside consulting and/or professional services or legal services performed by a Subconsultant will be billed at actual cost to ENGINEER plus 5 percent for administrative costs. An invoice supporting Subconsultant services and charges will be provided as backup, when requested. The ENGINEER will obtain written CITY approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. ENGINEER shall invoice CITY monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require. The monthly invoice shall include the employee name and title of all staff billing to Project similar to a fee estimate outline. An overview summary of tasks and subtasks shall be provided to indicate period summary explanation of billing services. ENGINEER to provide Project Manager's approval notification for allowance items with billing.
- b. CITY will pay ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

- a. 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
SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

For

THREE RIVERS FILTRATION PLANT (TRFP)
CHEMICAL CONTROL ROOM IMPROVEMENTS
DESIGN SERVICES DURING CONSTRUCTION

Phase 1 – Design Phase Services	\$ <u>4,635</u>
Phase 2 -- Design Services During Construction	\$ <u>63,845</u>
Bid Phase Services Allowance	\$ <u>14,705</u>
Construction Administration Allowance	\$ <u>19,315</u>
Owner's Allowance	\$ <u>15,000</u>
Total Not to Exceed Fee	\$ <u>117,500</u>

**ATTACHMENT 2
HOURLY RATE SCHEDULE**

For

**THREE RIVERS FILTRATION PLANT (TRFP)
CHEMICAL CONTROL ROOM IMPROVEMENTS
DESIGN SERVICES DURING CONSTRUCTION**

1. Payment of actual hourly rates for Services rendered by ENGINEER's employees in each billing class working directly on the Project. The rates shall include the cost of customary and statutory benefits, general and administrative overhead and profit. Hourly rates will be in accordance with the following schedule:

<u>EMPLOYEE CLASSIFICATIONS</u>	<u>RATE</u>
Project Director	\$285
Project Manager	\$210
Engineering Manager	\$185
Technical / QC Specialist	\$255
Senior Electrical / I&C Engineer	\$220
Project Electrical / I&C Engineer	\$175
I&C Configuration Engineer	\$205
Structural Engineer	\$160
Mechanical Engineer	\$160
Project Engineer	\$160
Design Engineer	\$130
Architect	\$160
Sr. CAD / GIS Technician	\$140
CAD / GIS Technician	\$125
Project Assistant	\$95

The employee hourly rates above are an average rate valid between January 1, 2019 and December 31, 2020. After that time, updated rates with justification for the adjustments may be submitted to the CITY for approval. Adjustment of the rates will be permitted only once each subsequent calendar year. If the CITY does not approve the rates, the Agreement may be terminated for convenience.

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

**ATTACHMENT 3
SUPPLEMENTAL SERVICES**

For

**THREE RIVERS FILTRATION PLANT (TRFP)
CHEMICAL CONTROL ROOM IMPROVEMENTS
DESIGN SERVICES DURING CONSTRUCTION**

SUPPLEMENTAL SERVICES

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

Supplemental Services shall include, but are not limited to:

- A. Additional design services and additional meetings beyond those in the Scope of Services.
- B. Bid phase services beyond those in the Scope of Services.
- C. Design services during construction beyond those in the Scope of Services.
- D. Site visits during construction.
- B. Participation in Instrumentation and Controls Factory Acceptance Test.
- F. Participation in Instrumentation and Controls Site Acceptance Test.
- G. Any meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the Project, other than those specifically noted.
- H. Any appearances at any public hearings or before special boards, other than those listed.
- I. Special consultants or independent professional associates requested or authorized by CITY.
- J. Review of "Substitutes" requests.
- K. Start-up services and answering questions during Contractor's warranty period.
- L. SCADA configuration services.
- M. Review of contractor claims and associated research and investigations.
- N. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with the Project.
- O. Provisions, through a subcontract, to provide photographs or videotapes of the site's topographic and infrastructure features.
- P. An environmental assessment report and/or environmental impact statement as requested by CITY or required by review agencies.
- Q. Provisions, through a subcontract, to provide any special reports or studies on materials and equipment requested by CITY.
- R. Monitoring site or adjacent sites for air quality and/or noise.
- S. Provisions to prepare or conduct confined space evaluation or permits.
- T. Providing written procedures, training, physical assessment, or any other Health and Safety provisions that may be required in the event hazardous materials are encountered.
- U. Development of hazardous waste treatment, mitigation or reduction systems for handling hazardous materials

found or generated on the Project.

- V. Review of additional submittals, requests for information and change order requests beyond those included in the Scope of Services.
- W. Revisions to additional CITY drawings other than those specifically noted.

CONTRIBUTION STATEMENT BY A BUSINESS ENTITY

I, Donnie Ginn, 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 February 19, 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.

Black & Veatch Corporation
Company/Firm

2/19/2019
Date

By: 

Printed: Donnie Ginn

Title: Vice President

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, 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 X

- c. Relationship to Member of Immediate Family holding elective 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 ☒

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.).

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

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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 2/19/19

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

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 Smrcek;
- City Utilities – 3RPORT Design Services During Construction, T.J. Short;
- City Utilities – CFD Modeling for 3RPORT Diversion Structures for DS01 and DS09, Kristen Buell;
- City Utilities – WPCP Biological Phosphorus Removal Optimization, Zachary Schortgen; and
- City Utilities – 3RPORT Construction Support, T.J. Short

Interoffice Memo

Date: 2/27/19
To: Common Council Members
From: City Utilities Engineering
RE: **Chemical Control Room Improvements**
Res. # 66578, W.O. #66578

Council District # N/A – City Wide – Three Rivers Filtration Plant Improvement

This is a Professional Service Agreement for designer services during construction for the Three Rivers Filtration Plant Chemical Control Room Improvements. Professional Service Agreement is a not to exceed amount of \$117,500.

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 designer services during construction (DSDC) of the Project is to ensure conformance with the Three Rivers Filtration Plant Chemical Control Room Contract Documents, to provide a means of Contract Document interpretation, and to provide support to the CITY and Construction Contract Management (CCM) Team during construction.

Implications of not being approved: Currently the controls in the chief operators control room consist of aging and obsolete controls infrastructure. Planned rehab will requires a phased approach to keep all systems in operation. This project will maintain the consistent high quality water treatment provided by our Three Rivers Filtration Plant.

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 2/26/19.

The cost of said project funded by Water Utility

Council Introduction Date: 3/12/19

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File