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2 **.BILL NO. S-20-01-02**

SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving PROFESSIONAL
4 ENGINEERING SERVICE AGREEMENT FOR
5 WATER POLLUTION CONTROL PLANT AERATION
6 TRIM BLOWERS - RESOLUTION/WORK ORDER
7 #76586 - \$200,800.00 between WESSLER
ENGINEERING INC. and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works.

8 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
9 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

10 **SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICE
11 AGREEMENT FOR WATER POLLUTION CONTROL PLANT AERATION TRIM
12 BLOWERS - RESOLUTION/WORK ORDER #76586 - \$200,800.00 by and
13 between WESSLER ENGINEERING INC. and the City of Fort Wayne, Indiana, in
14 connection with the Board of Public Works, is hereby ratified, and affirmed and
15 approved in all respects, respectfully for:
16

17 All labor, insurance, material, equipment, tools, power,
18 transportation, miscellaneous equipment, etc., necessary for:
19 Water Pollution Control Plant Aeration Trim Blowers includes
20 improvements to the Aeration Basin blower system as part of the
21 secondary treatment process. The improvements generally
22 include the installation of two lower capacity blowers to increase
efficiency in dissolved oxygen control and energy consumption
of the activated sludge aeration process. With these
improvements, oxygen content can be optimized and allow the
system to be more accurately controlled:

23 involving a total cost of TWO HUNDRED THOUSAND EIGHT HUNDRED AND
24 00/100 DOLLARS - (\$200,000.00). A copy of said Contract is on file with the Office
25 of the City Clerk and made available for public inspection, according to law.
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SECTION 2. That this Ordinance shall be in full force and effect from
and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT
WATER POLLUTION CONTROL PLANT
AERATION TRIM BLOWERS

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

Wessler Engineering, Inc. ("ENGINEER")

6409 Constitution Drive
Fort Wayne, Indiana 46804

Who agree as follows:

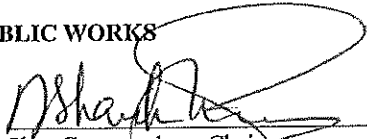
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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

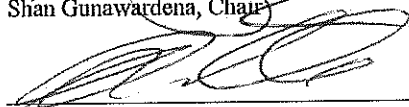
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

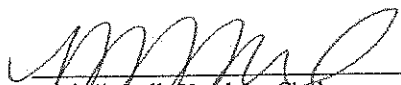
BY:


Kumar Menon, Member

BY:


Mike Avila, Member

ATTEST:

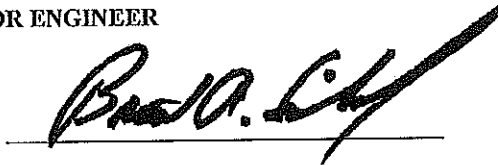

Michelle Fulk-Vondran, Clerk

DATE:

12.10.19

APPROVED FOR ENGINEER

BY:



DATE:

December 5, 2019

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

Engineer shall provide the City professional Engineering services in all phases of the project to which this scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, furnishing Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

This project will develop a design for the addition of mechanical aeration trim blower technology to the existing aeration basins at the Fort Wayne Water Pollution Control Facility.

The project will add two additional smaller capacity blowers to allow for efficiencies in dissolved oxygen control and energy consumption in the activated sludge process. A new smaller blower unit will be used in combination with an existing unit to handle the diurnal flow patterns that require more than a single large blower unit can handle, and two of the existing provide too much air. This will provide efficiency, and the ability to more accurately provide the correction concentration of dissolved air in the sludge basins.

In addition to the installation of the two new blowers, the City would like to find ways to mitigate risk in the event that the air header in the Blower Building has to be taken offline.

C. SCOPE OF WORK

The duty of the Engineer is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer shall develop and provide the following services:

Aeration Trim Blower Improvements

Task 1 - Project Schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Attend and develop agenda for the following *proposed* meetings:
 - a. Project Kickoff Workshop
 - b. Basis of Design Review
 - c. 30% Design Review
 - d. 60% Design Review
 - e. 95% Design Review

These meetings will be held at the Program Manager's office.

- 1.3 Hold up to two separate Electrical and I&C meeting from general design drawing review.
- 1.4 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting

Task 2 – Basis of Design Development

- 2.1 Review previous Biological Phosphorous Removal technical memorandum (TM) that was developed in 2019, the Aeration System Improvements – Phase 2 TM, and existing Process Control Guidelines.

- 2.2 Request and review plant data as needed by Engineer to guide development of Basis of Design Report.
- 2.3 Engineer shall evaluate different blower technologies to best suit the needs of the aeration system. At a minimum, the evaluation will include:
 - a. Capital cost
 - b. Operating cost
 - c. Maintenance requirements and cost
- 2.4 Prepare a Basis of Design Report for the recommended alternative(s) identified in Section 6.6. The Basis of Design Report shall incorporate any comments to TM 2, and at a minimum document the following key design parameters:
 - a. Airflow requirements (diurnal, wet weather, bleed back, etc.)
 - b. Diffuser modifications, including diffuser type, number, and spacing
 - c. New blower capacity requirements
 - d. Blower technology review and recommendation
 - e. Blower control narrative
 - f. Ancillary improvements related to electrical supply, instrumentation improvements, and control modifications
- 2.5 Furnish one copy of the Basis of Design Report to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

Task 3 - Preliminary Design

Phase I (30% submittal)

- 3.1 Request and review information related to the aeration basin structures, electrical service availability, and instrumentation I/O in the aeration basins.
 - a. Electrical design is intended to use the future 5kv transformer and distribution gear to be located outside the blower building (design by others).
 - b. Design of additional electrical service and/or distribution equipment is not included in the scope of this project
- 3.2 Prepare 30% Design Drawings that shall include equipment location, preliminary P&ID's and one-line diagrams.
- 3.3 Prepare outline of proposed specifications
- 3.4 Submit 30% Design Documents to the City for review and approval (PDF Version). Submittal will include the following:
 - a. Basis of Design Report (Task 2)
 - b. 30% Design Drawings
 - c. Specification Outline
- 3.5 After a review meeting with the Program Manager incorporate any necessary changes.

Phase II (60% submittal)

- 3.6 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)
 - a. Title Sheet
 - b. Table of Contents/General Notes
 - c. Process Air Flow Diagram
 - d. One-Line Diagram
 - e. P&ID
 - f. Equipment and Piping Layout Plan
 - g. Equipment and Piping Profiles

- h. Equipment and Piping Details
 - i. Electrical – Power Feed from Transformers to Blower Room
 - j. Electrical – Power Feed to Blowers
 - k. Electrical Details
 - l. Instrumentation – Blower Layout
 - m. Instrumentation Details
- 3.7 Prepare construction constraints and coordination with Owner's Operations, Control Narrative, and Systems Demonstration Testing Plan.
 - 3.8 Prepare draft specifications in MF04 format.
 - a. Include 01 33 00 – Attachment 1 – Required Submittal Listing
 - 3.9 Prepare and compute an opinion of probable construction cost in MF04 format.
 - 3.10 Submit 60% Design Documents to Program Manager for review and approval.
 - Preliminary Design Submittal: (PDF Version)
 - a. Design Drawings
 - b. Specifications (Div 01 – 49)
 - c. Summary of Probable Construction Cost

Task 4 - Final Design (95% submittal & Final Bidding Documents)

- 4.1 Prepare specifications for the improvements, including bid instructions and forms, measurement and payment specifications, special provisions and necessary details. Utilize available City standard specifications and supplement as necessary.
- 4.2 Complete a quality control review of the draft Contract Documents.
- 4.3 Prepare final design drawings. Incorporate comments received during the review meetings.
- 4.4 Update project opinion of probable construction cost.
- 4.5 Submit the following draft Final Design Documents to Program Manager for review and approval.
 - a. Final Design Drawings
 - b. Opinion of probable construction costs.
 - c. Bid form
 - d. Project Technical / Supplemental Specifications.

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

Prepare Division 00 and 01 documents from City master documents, which are based on documents developed by the Engineer's Joint Contract Documents Committee (EJCDC).

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

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

Task 5 - Bidding Phase. The bidding phase services shall include the following:

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

Task 6 – Construction Phase. The construction phase services shall include the following:

- 6.1 Designer Services During Construction (DSDC)
The City will retain another firm to act as the City's representative, to assume all duties and responsibilities, and to have the rights and authority assigned to the Engineer in connection with the construction work to be performed in accordance with the construction Contract Documents. During the construction phase, the Engineer during the design phase will be referred to as the Designer. The Designer shall also provide professional engineering services during the construction phase. The Designer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents. The Designer shall also prepare operation and maintenance (O&M) manual documents and shall provide training and startup services associated with the construction phase.
- 6.2 General Administration of the Contract Documents.
Consult with, advise and assist the Engineer in the Engineer's role as City's representative. Designer's communications with the City and the Contractor shall be through, or with the knowledge, of the Engineer.
- 6.3 Pre-Construction Conference.
Prepare for and participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer.
- 6.4 Visits to Site and Observation of Construction.
In connection with observations of the work while it is in progress:
 - a. Make visits to the site at intervals as requested by the Engineer in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by Designer are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Designer's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, Designer shall determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.
 - b. The purpose of Designer's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of Designer's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. Designer shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall Designer have authority over or responsibility

for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Designer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

c. Up to four site visits are included in the project scope and fee.

6.5 Defective Work.

Recommend to Engineer that the work be disapproved and rejected while it is in progress if Designer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

6.6 Monthly Construction Progress Meetings:

Participate in monthly construction progress meetings via phone. Nine monthly construction progress meetings were estimated and included in the project scope and fee.

6.7 I&C Coordination:

Attend coordination meetings with the City and the I&C System Supplier regarding programming to be performed by the I&C System Supplier. At the meetings, review functional descriptions and design intent. Clarify questions raised by the I&C System Supplier.

6.8 Process Control System Field Testing:

Attend field testing of the process control system programming to verify operation for compliance with the established functional description and design intent. Two days of field testing was estimated and included in the project scope and fee.

6.9 Clarifications and Interpretations; Field Orders.

Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the City's Project Management Information System (PMIS).

6.10 Change Orders and Work Change Directives:

Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.

6.11 Shop Drawings and Samples:

Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The shop drawings will be transmitted electronically through the City's Project Management Information System (PMIS).

6.12 Substitutes:

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

6.13 Inspections and Tests.

The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. Designer shall review

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

- 6.14 Disagreements between City and Contractor.
Assist the Engineer in rendering formal written decisions on claims of the City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, Designer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith.
- 6.15 Operation and Maintenance (O&M) Manual.
 - a. Prepare O&M manual in electronic format.
 - b. Review and update existing Unit Process Operational Guidelines. Request original from City.
 - c. After startup of the facilities is complete, modify the manual to incorporate City review comments.
 - d. Furnish manual in electronic format.
 - e. Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the City.
- 6.16 Record Drawings.
Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Furnish AutoCad and PDF files of the record drawings.
- 6.17 Limitation of Responsibilities.
Designer shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. Designer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 6.18 Training.
 - a. Prepare and deliver design basis operator training in training modules.
 - b. The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
 - c. Prepare a training manual for each of 25 students.
 - d. Attend the Contractor's vendor training. Review the training for conformance with the Contract Documents.
- 6.19 Startup Services.
 - a. Consistent with Section 017913 System and Facility Performance Testing Procedures as specified in the Contract Documents, assist with preparation of startup plans to coordinate the responsibilities of the Contractor, I&C System Supplier, and the City at the time when construction is complete and the facilities are ready for operation.
 - b. Provide on-site startup operations assistance in the startup and commissioning of the facilities.
 - c. Prepare Standard Operating Procedures (SOPs) in electronic format. Respond to and incorporate CITY review comments.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by January 6, 2020 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE	DATE
Project Kickoff Workshop	Within 14 day of NTP
Task 2 – Basis of Design Report	Within 45 days of Project Kickoff Workshop
Task 3, Phase I – 30% Design Submittal	Within 30 days of Accepted Basis of Design
Task 3, Phase II – 60% Design Submittal	Within 60 days of Owner comments on 30% design
Task 4 – 95% Design Submittal	Within 30 days of Owner comments on 60% design
Task 4 – Final Design Submittal	Within 15 days of Owner comments on 95% design

E. OPTIONAL ADDITIONAL SERVICES

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

-

CONTINGENCY TASKS (but not specifically limited to):

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

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

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

A. INFORMATION REPORTS/DRAWINGS/DATA

Make available to Engineer reports, studies, regulatory decisions and similar information relating to the Services that Engineer may rely upon without independent verification unless specifically identified as requiring such verification.

Provide Engineer with Fort Wayne Water Pollution Control Plant drawings and data as requested, including but not limited to updated electrical system drawings and data.

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

Provide Engineer with available AUTOCAD base files for existing systems.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Chris Ravenscroft, P.E.

C. DECISIONS

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

PART III

COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$ 200,800.00 as summarized in attached Attachment 1.

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

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER plus up to 10 percent for administrative costs. The Engineer will obtain written City approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require.
- b. City shall pay Engineer within 45 days of receipt of approved invoice.

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and 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.

To the fullest extent permitted by law, City shall indemnify and save harmless, Engineer from and against loss, liability, and damages sustained by Engineer, its agents, employees, and representatives by any reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of City, its agents or employees.

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 #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Part I

Design Phase – (Tasks 1 through 4)

For Services outlined in Tasks 1 through 3 a not to exceed fee of: **\$ 130,450.00**

Bidding Phase - (Task 5)

For Services outlined in Task 4 a not to exceed fee of: **\$ 10,200.00**

Construction Phase - (Task 6)

For Services outlined in Task 4 a not to exceed fee of: **\$ 45,150.00**

Contingency Allowance - As authorized by PM

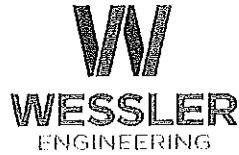
For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of : **\$ 15,000.00**

TOTAL NOT TO EXCEED FEE: **\$ 200,800.00**

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Design Team Members (Wessler)	See Attached
Jon D. Rowe, PEPrincipal (MSKTD)	\$ 170.00
Cooper Hill, Electrical Engineer (MSKTD)	\$100.00



More than a Project™

ATTACHMENT NO. 2

2020 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$230
Senior Project Manager I/II	\$190/\$215
Senior Project Engineer I/II	\$190/\$215
Project Manager I/II	\$155/\$165
Assistant Project Manager	\$130
Project Engineer I/II/III/IV	\$120/\$130/\$155/\$165
Engineer	\$105
Electrical Senior Project Manager I/II	\$195/\$220
Electrical Senior Project Engineer I/II	\$195/\$220
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Control System Engineer I/II/III/IV	\$110/\$130/\$150/\$170
Environmental Services Senior Project Manager I	\$150
Environmental Services Project Manager I/II	\$130/\$140
Environmental Services Assistant Project Manager	\$105
Environmental Scientist I/II	\$80/\$95
CAD Manager I/II	\$120/\$150
Senior Designer I/II	\$115/\$130
Designer	\$105
GIS Technician	\$90
Technician I/II/III/IV	\$65/\$80/\$90/\$100
Senior Resident Project Representative I/II	\$110/\$120
Resident Project Representative I/II/III/IV	\$65/\$80/\$90/\$100
Field Services Manager I/II	\$120/\$130
Registered/Professional Land Surveyor	\$160
Survey Manager	\$130
Survey Crew Manager I/II	\$90/\$100
Survey Crew Chief I/II	\$85/\$95
Project Coordinator	\$90
Project Administrator	\$60



More than a Project™

Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.12
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.20/\$0.40
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/Pole Camera		\$15.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost
*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule.		

CITY OF FORT WAYNE, INDIANA

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

Name: Martin A. Wessler

Name: Robert W. Holden II

Address: 11303 Saint Andrews Ln, Carmel, IN 46032

Address: 13211 Mattock Chase, Carmel,
IN 46033

Name: Brent A. Siebenthal

Name: Wayne C. Moore

Address: 7220 Josiah Court Indianapolis, IN 46259

Address: 2222 Woodsway Drive, Greenwood, IN
46143

- 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) _____

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

Name: Martin A. Wessler – 35.7%

Name: Brent A. Siebenthal – 20.4%

Name: Robert W. Holden, II – 10.2%

Name: Wayne C. Moore – 5.1%

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).

Morton Street Lift Station Improvements; WO# 76184 dated 7/6/2016; Chris Ravenscroft
 Digester 3 and 4 Improvements, WO#76189 dated 4/26/2017; Zach Schortgen
 3RPORT Construction Contract Management Services; PO# 17905133-000 dated 12/28/2017; TJ Short
 Document Updates and Engineering Assistance; PO#18905081-000 dated 5/23/18; Mark Gensic
 WPCP Pond 3 Bleed Back CM/RPR; PO#18905083-000 dated 5/23/2018; Chris Ravenscroft
 Substation #2 Switchgear Replacement; WO 66288, dated 6/28/2018; Stephen Williams.
 WPCP Methane Utilization PHS II; WO 76470; PO#18905142-000 dated 12/17/2018; Zachary Katler
 St. Joe Interceptor Rehabilitation Phase 1; dated 8/16/2017; Eric Steinman
 On-Call Sewer Rehabilitation; P#19950029-000 dated 4/08/2019; Eric Steinman

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

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

Fort Wayne RFQ 2019-02; Projects 2 and 4; Chris Ravenscroft – Proposal Submitted

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? **No**. 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: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Wessler Engineering, Inc.
(Name of Vendor)

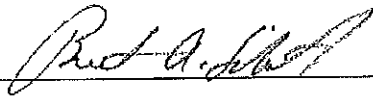
6219 South East Street, Indianapolis, IN 46227

(317) 788-4551
brents@wesslerengineering.com

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) Brent A. Siebenthal Title: President

Signature



Date: October 3, 2019

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

Interoffice Memo

Date: January 2, 2020
To: Common Council Members
From: Zachary Katter, City Utilities Engineering
RE: Professional Service Agreement for Water Pollution Control Plant Aeration Trim Blowers
Res. # 76586, W.O. # 76586

Council District # N/A

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. Water Pollution Control Plant Aeration Trim Blowers includes improvements to the Aeration Basin blower system as part of the secondary treatment process. The improvements generally include the installation of two lower capacity blowers to increase efficiency in dissolved oxygen control and energy consumption of the activated sludge aeration process. With these improvements, oxygen content can be optimized and allow the system to be more accurately controlled.

Implications of not being approved: The existing facilities do not efficiently provide air to the aeration basins for effective nutrient removal. These upgrades are necessary to effectively track the demand for total volume of air required, while also decreasing energy usage at the plant. These upgrades provide adequate capacity and provide operations with an optimized system to better control dissolved oxygen content.

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 three 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. Three 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 Wessler Engineering 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 December 10, 2019.

The cost of said project funded by State Revolving Fund

Council Introduction Date: January 14, 2020

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File