

1 **BILL NO. S-21-08-01**

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving PROFESSIONAL
4 SERVICES AGREEMENT – THREE RIVERS
5 FILTRATION PLANT BATCH LIME SLAKER PHASE 2
6 - RESOLUTION/WORK ORDER #67082 -
\$372,100.00 (funded by Water State Revolving Funds)
7 between FLEIS & VANDENBRINK ENGINEERING,
INC. and the City of Fort Wayne, Indiana, in connection
8 with the Board of Public Works.

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

11 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT
12 – THREE RIVERS FILTRATION PLANT BATCH LIME SLAKER PHASE 2 -
13 RESOLUTION/WORK ORDER #67082 - \$372,100.00 (funded by Water State
14 Revolving Funds) between FLEIS & VANDENBRINK ENGINEERING, INC. and
15 the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is
16 hereby ratified, and affirmed and approved in all respects, respectfully for:

17 All labor, insurance, material, equipment, tools, power,
18 transportation, miscellaneous equipment, etc., necessary for:
19 PROFESSIONAL ENGINEERING SERVICES WILL INCLUDE
20 SERVING AS CITY'S PROFESSIONAL REPRESENTATIVE
21 FOR THE PROJECT, PROVIDING PROFESSIONAL
22 ENGINEERING CONSULTATION AND ADVICE, AND OTHER
23 CUSTOMARY SERVICES INCIDENTAL THERETO; THE
24 THREE RIVERS FILTRATION PLANT BATCH LIME SLAKER
25 PHASE 2 PROJECT INCLUDES INSTALLATION OF A
SECOND FULL SLAKER SYSTEM DESIGNED AT 3,500 PPH,
SLURRY TANK, SLURRY PUMPS, AND MODIFICATION TO
THE DAY BIN AND FEEDER. THE PROJECT ALSO
INCLUDES NEW DOSING POINTS FOR PLANTS 1 & 2;

26 involving a total cost of THREE HUNDRED SEVENTY-TWO THOUSAND ONE
27 HUNDRED AND 00/100 DOLLARS - (\$372,100.00). A copy of said Contract is on
28 file with the Office of the City Clerk and made available for public inspection,
29 according to law.
30

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

CU 7-20-21

PROFESSIONAL SERVICES AGREEMENT

**THREE RIVERS FILTRATION PLANT
BATCH LIME SLAKER PHASE 2**

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

Fleis & VandenBrink Engineering, Inc. ("ENGINEER")
5331 S. Bend Drive
Fort Wayne, IN 46804

Who agree as follows:

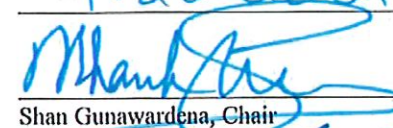
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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

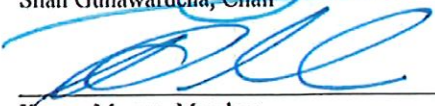
APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

DATE: 7-20-2021

BY: 
Shan Gunawardena, Chair

BY: 
Kumar Menon, Member

BY: 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

APPROVED FOR ENGINEER

BY:  6-18-2021
Craig L. Shumaker, S.V.P.

DATE: 6-18-2021

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 the City's professional representative for the Project, providing professional Engineering consultation and advice, incorporating sustainability and innovation into the project, and furnishing Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The Three Rivers Water Filtration Plant (TRFP) has three separate plants, built in different phases. They are known as "Plant 1", "Plant 2", and "Plant 3." There are currently two Wallace & Tiernan 2,000 pound per hour (PPH) paste slakers for providing "milk of lime slurry" to soften raw water in each plant. These include one standby complete redundant slaker unit and one duty unit. In Phase 1 of Batch Slaker design, the first slaker system by RDP Tekkem was installed in Plant 3 while maintaining all existing slaker equipment. This project will install a second full system designed at 3,500 PPH slaker, slurry tank, slurry pumps, and modification to the day bin and feeder. The slaker is to provide an adjustable output slurry concentration and flow paced output to both Plants 1 & 2 with a single redundant loop.

We anticipate the design could be as follows: The new lime Slaker would be located on the ground floor level of Plant 3 (EL 758.50) and discharge by gravity into the Slurry Aging Tank located at the Basement Level (EL 742.50). A grit classifier would be located at the ground level (EL 758.50). Slurry pumps would discharge in a continuous slurry loop to the First Floor Level (EL 773.50) and dosing assemblies will control the rate the slurry enters the Chemical Feed Channel to Plants 1 & 2. The unused slurry will pass through a fine grit classifier and recycle back to the Slurry Aging Tank. A bin activator will be retrofitted onto the existing steel day tank to reduce the potential for the bulk lime to bridge. Modifications to the existing bulk lime storage silos may also be implemented to improve lime flow.

The slaking system manufacturer will provide the control panel for the bin activator, conveyors, slaker, pumps, tanks, control panel, instruments, control logic, programming and startup of their system. The Engineer will provide the structural, mechanical, plumbing, electrical, instrumentation and control design to place the system within existing Plant. The design will be based on one manufacturer.

This project will include the review of existing pebble lime conveyance systems (mechanical and pneumatic) for material management. The concept to be evaluated is for lime from the mechanical loaded bulk storage silos at Plants 1 and 2 to be drawn off the bottom and fed to the slaker day bins using the pneumatic system. Abandoned Soda Ash Storage Bins 4 and 6 would be refurbished for bulk lime storage. Also, review of materials management of grit handling and considerations for a possible conveyor system from the classifiers to the loading dock.

Involve Previous Phase RPR for ways to incorporate improvements into new system.

Assumptions:

- 1) The lime slaker system design is to be based upon the 3,500 PPH batch lime slaker provided by RDP Tekkem supplied for the Phase 1 project.
- 2) City of Fort Wayne CADD standards will be used and supplemented with Engineer's standards where additional information is required.
- 3) The design assumes sufficient electrical and controls systems are available in the vicinity with no major upgrades required to the major MCCs or SCADA systems. Local distribution panels or control panels may be required for new equipment.
- 4) The City will be responsible for any permits required, including City building codes and IDEM approval. The City will contact IDEM directly with any permitting questions.

- 5) The City will prepare the Divisions 00 specifications. Engineer shall provide technical specifications and appropriate edits to Divisions 00 that will allow the City to perform final assembly of the Project Manual for bidding.

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:

Prepare select Division 00 and Div 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, 2020 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.

Task 1 - Project Schedule and Review Meetings

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

These meetings will be held via online interactive video conference or at the Program Manager's office, or a combination thereof.

- 1.3 Hold separate Electrical and I&C meeting from general design drawing review at 30% and 60%. These meetings involve different staff and will occur after the meetings listed in Article 1.2.
- 1.4 Keep the minutes of the Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 – Basis of Design Technical Memo

- 2.1 Review Phase I Batch Lime Slaker System project as built and future considerations. Confirm or adjust these considerations.
- 2.2 Request and review information related to bulk lime conveyance system.
- 2.3 Engineer to perform an analysis of materials management of grit handling. Review need with Operations staff.
- 2.4 Engineer to perform an analysis of conveyance capacity of both pneumatic and mechanical bulk lime systems. Review that need for use of both systems with Operations staff.
- 2.5 Prepare a Basis of Design Technical Memo to identify direction for 30% and capacity and operational decision on bulk lime system and grit handling system.

- 2.6 Identify sustainability practices outlined by the Envision Opportunities Matrix provided by the City. Identified practices shall be considered during design of the project with records kept for sustainability practices that were not utilized. If the City does not provide an Envision Opportunities Matrix then include sustainability practices and provide documentation to the City.
- 2.7 Provide a brief description of sustainability practices implemented into the design and document practices not implemented on the Envision Opportunities Matrix if applicable.
- 2.8 Furnish one copy of the Basis of Design Memo to the Program Manager for review and approval. City shall "route" for internal comment. Comments and revisions will be forwarded to Engineer. After a review meeting with the Program Manager and City Staff incorporate any necessary changes.

Task 3 - Preliminary Design

Phase I (30% submittal)

- 3.1 Prepare set of 30% design drawings.
- 3.2 Validate equipment locations, routing, sizing, and structural requirements. Coordinate with equipment supplier.
- 3.3 Engineer shall prepare preliminary Piping & Instrumentation Diagram (P&ID), control narrative, and list of anticipated vendor supplied control systems.
 - a. Prepare a preliminary P&ID that includes process flow, controllers, instruments, and final control elements.
 - b. Prepare a control narrative (control strategy) technical memo to complement the P&ID.
 - c. Present preliminary vendor supplied control systems (skid packages) as a component of the P&ID. For vendor supplied systems, identify prospective suppliers, control loop description, and interface schema.
- 3.4 Prepare outline of proposed specifications
- 3.5 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
- 3.6 City shall "route" submittal for internal comment. Comments and revisions will be forwarded to Engineer. After the 30% review meeting with the Program Manager and City Staff, incorporate any necessary changes.

Phase II (60% submittal)

- 3.7 Prepare 60% Design Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)

Sheet No.	Title	Type
1	Title Sheet and Vicinity, Location Maps	General
2	Index to Drawings & Construction Site Plan	General
3	General	General
4	Instrumentation Legend 1	General
5	Instrumentation Legend 2	General
6	Mechanical Legend	General
7	Electrical Legend	General

8	Instrumentation Lime Slaking System P&ID 1	I&C
9	Instrumentation Lime Slaking System P&ID 2	I&C
10	Instrumentation Plant System P&ID	I&C
11	Instrumentation Control System Network Diagram	I&C
12	Chemical Building Second Floor Demolition Plan	Demolition
13	Chemical Building Basement Floor Demolition Plan	Demolition
14	Chemical Building Demolition Section	Demolition
15	Chemical Building Second Floor Demolition Plan - Plant 3	Demolition
16	Chemical Building Basement Floor Demolition Plan - Plant 3	Demolition
17	Chemical Building Demolition Section - Plant 3	Demolition
18	Chemical Building Second Floor Structural Plan	Structural
19	Chemical Building First Floor Structural Plan	Structural
20	Chemical Building Ground Floor Structural Plan	Structural
21	Chemical Building Basement Floor Structural Plan	Structural
22	Chemical Building Second Floor Process Plan	Process
23	Chemical Building First Floor Process Plan	Process
24	Chemical Building Ground Floor Process Plan	Process
25	Chemical Building Basement Floor Process Plan	Process
26	Chemical Building Process Sections 1	Process
27	Chemical Building Process Sections 2	Process
28	Chemical Building First Floor Process Plan - Plant 1&2	Process
29	Chemical Building Process Section - Plant 1&2	Process
30	Process Details 1	Process
31	Process Standard Details 1	Process
32	Process Standard Details 2	Process
33	Chemical Building Second Floor Electrical Plan	Electrical
34	Chemical Building First Floor Electrical Plan	Electrical
35	Chemical Building Ground Floor Electrical Plan	Electrical
36	Chemical Building Basement Floor Electrical Plan	Electrical
37	Electrical Schedules & Details	Electrical

- 3.8 Prepare draft specification 40 61 93 - Process Control System - Input Output List. Analog I/O ranges updated to appropriate process engineering units. Digital I/O descriptions updated for fail safe conditions.
- 3.9 Submit ready to be tagged P&ID drawings using City's standard instrumentation identification. P&ID shall reference Auxiliary, support, and safety systems shall be identified on the P&ID. Where existing systems are being incorporated into the design, designer shall reference on design documents. If implementing new systems (gas monitoring, compressed air, boilers) shall be noted on the first drawing where the system is used and to be incorporated. When merited for complex systems, independent drawings shall be created and referenced.
- 3.10 Submit updated control strategy with track changes highlighting major design changes. Incorporate preliminary setpoints and operating parameters.
- 3.11 Submit IT/OT communication drawings. Independent drawings showing communication topology for business and process control networks. Drawing shall show interface connection points to owner's existing network. Business topology shall identify new and existing equipment. (IE: phone, fax, security cameras, door access control, computer, printer, fire alarm, etc.) Process control topology shall identify new and existing equipment. (IE: PLC, OIT, HMI, VFD, vendor

skid package, etc.) Identify non-ethernet communications and identify protocols. (IE: phone, fire, communication links - Modbus RTU, etc.)

- 3.12 Prepare construction constraints and coordination with Owner's Operations, Control Narrative, and Systems Demonstration Testing Plan.
- 3.13 Identify if Phased approach to construction will be needed based on budget and opinion of probable construction cost.
- 3.14 Prepare draft specifications in MF04 format.
 - a. Include 01 33 00 – Attachment 1 – Required Submittal Listing
- 3.15 Prepare and compute an opinion of probable construction cost in MF04 format.
- 3.16 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. Opinion 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 Prepare a P&ID fully tagged with City's standard identification. Validate P&ID tagging with equipment technical specification schedules.
- 4.5 Update project opinion of probable construction cost.
- 4.6 Provide an update to the City on what sustainability practices were maintained during the design. Any items originally outlined using the Envision Opportunities Matrix shall be documented why they were implemented or unused.
- 4.7 Submit draft Final Design Documents to Program Manager for review and approval.
 - Final Design Submittal (PDF Version)
 - Final Design Drawings
 - Opinion of probable construction costs.
 - Bid form
 - Project Technical / Supplemental Specifications.
 - Updated Envision Opportunities Matrix

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

- 4.8 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 using City template for Pre-Bid Conference.
- 5.2 Designer (Engineer) will assist the Owner with preparation of addenda, as needed to interpret, clarify or expand bidding documents. Owner will issue the addenda. .
- 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 The City will retain another firm as the City's representative, to assume all duties and responsibilities, and to have the rights and authorities 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 'Design Engineer'. The Design Engineer shall also provide professional engineering services during the construction phase. The Design Engineer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the Construction Contract Documents.
- 6.2 Consult with, advise and assist the Construction Contract Manager in their role as City's representative. Design Engineer's communications with the City and the Contractor shall be through, or with knowledge, of the Construction Contract Manager.
- 6.3 Prepare for and participate in the Pre-Construction Conference. The preconstruction conference will be held by the Construction Contract Manager.
- 6.4 Perform site visits to assist Program Manager in resolution of design or construction problems. A total of three (3) site visits are anticipated.
- 6.5 Provide clarifications and interpretations of the Contract Documents as requested by the Construction Contract Manager. Such clarifications and interpretations will be consistent with the intent of the reasonably inferable from the Contract Documents. Estimate 20 RFIs.
- 6.6 Recommend Change Orders and Work Change Directives to the Construction Contract Manager, as appropriate, and provide support documentation to the Construction Contract Manager, as appropriate, so Construction Contract Manager can prepare Change Orders and Work Change Directives. Estimate five.
- 6.7 Review and approve or take other appropriate action in respect to any submittals, shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information in the Contract Documents.
- 6.8 Review RDP's operator training modules for conformance with the Contract Documents.
- 6.9 Review certificates of inspections, tests, and approvals of general construction work as required by the Contract Documents.
- 6.10 Startup Services: 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 operations. Provide on-site startup operations assistance in the startup and commissioning of the facilities.

- 6.11 Prepare record drawings from Contractor's annotated set (As-Builts) of contract drawings showing changes made during construction. Furnish AutoCAD and PDF Files of the record drawings.
- 6.12 Provide an updated version of the Envision Opportunities Matrix with an explanation of the completed items and uncompleted items.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by June 24, 2021 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE

DATE

Part I

Task 1 - Project Schedule and Review Meetings	July 8, 2021
Task 2 -- Basis of Design Technical Memo	August 5, 2021
Task 3 - Preliminary Design	
Phase I -- 30% Submittal	September 15, 2021
Phase II -- 60% Submittal	November 4, 2021
Task 4 - Final Design	January 20, 2022
Project Ready to Bid	March 10, 2022

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.
- Perform site visits to assist Program Manager in resolution of construction challenges.
- Participate in monthly construction meetings.
- Provide site visit(s) to perform a substantial completion review of the project and assist in preparing the punch list and supporting information for approval by the City.
- Prepare and deliver operator training on the overall process philosophy in three sessions for operations and maintenance staff. Training shall include drawings, visual aids, and operational information for routine operation.
 - 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.

PART II

CITY'S RESPONSIBILITIES

The 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 Three Rivers Filtration Plant drawings, reports, and data as requested.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define the 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 the 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 spent and expenses actually incurred with a not-to-exceed Engineering fee of \$ 372,100.00 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 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.
- c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to-exceed amount.

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

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 4 a not to exceed fee of: \$270,200.00

Bidding Phase - (Task 5)

For Services outlined in Task 5 a not to exceed fee of: \$12,800.00

Construction Phase - (Task 6)

For Services outlined in Task 6 a not to exceed fee of: \$74,100.00

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 fee of: \$15,000.00

TOTAL NOT TO EXCEED FEE: \$372,100.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Administrative	\$66.00
Administrative II	\$78.00
Administrative III	\$98.00
Project Manager	\$137.00
Project Manager II	\$146.00
Project Manager III	\$170.00
Sr Project Manager	\$175.00
Architect II	\$148.00
Engineer EIT	\$102.00
Engineer I	\$111.00
Engineer II	\$122.00
Project Engineer	\$130.00
Engineer Manager	\$144.00
Engineer Manager II	\$165.00
Senior Engineer Manager	\$182.00
Senior Engineering Manager II	\$203.00
Senior Engineering Manager III	\$221.00
Technician	\$72.00
Technician II	\$84.00
Technician III	\$97.00
Technician IV	\$108.00
Senior Engineering Tech	\$113.00
Senior Engineering Tech II	\$127.00

Rates effective May 2, 2021

CITY OF FORT WAYNE, INDIANA

FLEIS & VANDENBRINK 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% ☐ ()

(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) _____

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

Name: SEE ATTACHMENT _____ %

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 ATTACHMENT

- 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).

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: _____

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

FLEIS & VANDENBRINK ENGINEERING, INC., 5331 S. BEND DRIVE, FORT WAYNE, INDIANA 46804

(Name of Vendor)

Address

(260) 435-1414

Telephone

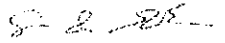
cshumaker@fveng.com

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) Craig Shumaker

Title S Vice President

Signature  6-18-2021

Date 06-18-2021

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

Equity Ownership exceeding 5%

<u>Name</u>	<u>Address</u>	<u>% Ownership</u>
F&V Employee Stock Ownership Plan	2960 Lucerne Dr., Grand Rapids, MI 49546	35.5%
Larry Fleis	2960 Lucerne Dr., Grand Rapids, MI 49546	8.8%
Brian Rice	2960 Lucerne Dr., Grand Rapids, MI 49546	7.7%
Craig Shumaker	2960 Lucerne Dr., Grand Rapids, MI 49546	6.8%

Fleis & VandenBrink Engineering, Inc.

Current and Pending Contracts

<u>Project Name</u>	<u>Purchase Order Number</u>	<u>City Work Order Number</u>	<u>Date</u>	<u>City Contact</u>
Summit Park Trail & Sidewalk- Phase I Design	15123022-000	0073N	6/26/2015	Dawn Richie
TRFP- Batch Lime Slaking System (Plant 3)- Design, Bid & DSDC	19950036	66533	2/21/2019	Chris Ravenscroft
Add Disconnects to Transformers at WWPS Pond	20950153	76797	6/23/2020	Stephen Williams
TRFP- Raw Water Supply Improvements Design	21950006	66831	1/19/2021	Nichols Till
TRFP - Plant 1 West Upper Slab Replacement	21950016	67056	3/11/2021	James Woodruff
NWPS #1 24" Meter Replacement	21950042	67084	4/13/2021	Christos Kyrrou
TRFP- DSDC for Chemical Control Room Improvements	21950055	66750	4/20/2021	Christos Kyrrou
Central Pressure Zone (CPZ) Elevated Tank	21950071	66987	5/11/2021	Nichols Till
Structural Design Assistance for Biosolids Storage Processing Structure	pending	pending	pending	James Woodruff
TRFP- Batch Lime Slaker Phase 2	pending	66533	pending	Chris Ravenscroft

Interoffice Memo

Date: 8/2/2021
To: Common Council Members
From: Nicholas Till, City Utilities Engineering *Nicholas Till 8/2/2021*
RE: Professional Services Agreement – Three Rivers Water Filtration Plant - Batch Slaker – Phase II
Res. # & W.O. # 67082

Council District # N/A – At Plants/Outside City Limits

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. The Three Rivers Filtration Plant Batch Lime Slaker Phase 2 project includes installation of a second full slaker system designed at 3,500 PPH, slurry tank, slurry pumps, and modification to the day bin and feeder. The project also includes new dosing points for Plants 1 & 2.

Implications of not being approved: Currently at the filtration plant, the existing slakers that feed Plant 1 & 2 are maintenance intensive and beyond useful life. The second phase will consolidate all of the equipment to one area and provide uniform lime slurry to all plants. This will improve reliability and process consistency.

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. One firm submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of the interested firm and requested a proposal for the work. The negotiated best and final scope of work and fee was compared with proposals received on the previous phase of batch slaker work and Utilities Engineering found Fleis & VandenBrink Engineering, Inc.'s proposal to be fair and reasonable. The Board of Public Works approved the contract on 7/20/2021.

The cost of said project funded by Water State Revolving Funds

Council Introduction Date: 8/10/2021

CC: BOW
Matthew Wirtz
Jill Helfrich
Chrono
File