

**BILL NO. S-20-11-13**

**SPECIAL ORDINANCE NO. S-\_\_\_\_\_**

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES CONTRACT: THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) DEEP DEWATERING PUMP STATION PACKAGE DESIGNER SERVICES DURING CONSTRUCTION - RESOLUTION/WORK ORDER #76793 - \$2,688,270.00 between BLACK & VEATCH CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

**SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICES CONTRACT: THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) DEEP DEWATERING PUMP STATION PACKAGE DESIGNER SERVICES DURING CONSTRUCTION - RESOLUTION/WORK ORDER #76793 - \$2,688,270.00 by and between BLACK & VEATCH CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for: providing professional Engineering consultation and advice and other customary services incidental thereto. Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) Deep Dewatering Pump Station Package Designer Services During Construction will ensure conformance with the contract documents, provide a means of contract document interpretation, and support the contract management team during construction. This pumping station will have a capacity to pump 30 million gallons per day and will also include screenings and grit removal systems;

1 involving a total cost of TWO MILLION SIX HUNDRED EIGHTY-EIGHT  
2 THOUSAND TWO HUNDRED SEVENTY AND 00/100 DOLLARS -  
3 (\$2,688,270.00). A copy of said Contract is on file with the Office of the City Clerk  
4 and made available for public inspection, according to law.

5 **SECTION 2.** That this Ordinance shall be in full force and effect from  
6 and after its passage and any and all necessary approval by the Mayor.  
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10 \_\_\_\_\_  
Council Member

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12 APPROVED AS TO FORM AND LEGALITY  
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14 \_\_\_\_\_  
15 Carol Helton, City Attorney  
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CU 11.10.2020

## PROFESSIONAL SERVICES AGREEMENT

For

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION PACKAGE  
DESIGN SERVICES DURING CONSTRUCTION ("Project")**

This Agreement is by and between:

**CITY OF FORT WAYNE ("CITY")**

By and through its

Board of Public Works  
City of Fort Wayne  
200 East Berry Street, Suite 210  
Fort Wayne, Indiana 46802

and

**BLACK & VEATCH CORPORATION ("DESIGN ENGINEER")**

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

Who agree as follows:

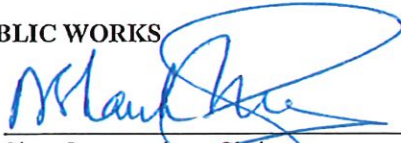
CITY hereby engages DESIGN ENGINEER to perform the services set forth in Part I - Services ("Services") and DESIGN ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). DESIGN ENGINEER shall be authorized to commence the Services upon execution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

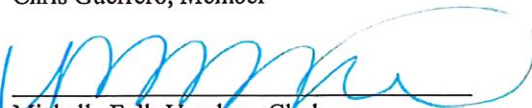
BY:

  
Kumar Menon, Member

BY:

  
Chris Guerrero, Member

ATTEST:

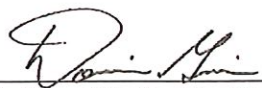
  
Michelle Fulk-Vondran, Clerk

DATE:

11.10.2020

APPROVED FOR DESIGN ENGINEER

BY:

  
Donnie Ginn, P.E. Vice President

DATE:

November 4, 2020

## **PART I**

### **SCOPE OF BASIC ENGINEERING SERVICES**

#### **A. GENERAL**

The City of Fort Wayne has entered into a Consent Decree with the U.S. Environmental Protection Agency (EPA), U.S. Department of Justice (DOJ), and the Indiana Department of Environmental Management (IDEM) to implement a combined sewer overflow (CSO) Long Term Control Plan (LTCP) to reduce the volume of combined sewage that is discharged into the waterways within the City of Fort Wayne. Control Measure Nos. 11 & 12 of the Long Term Control Plan includes the Wayne Street and St. Marys Parallel Interceptors which have been renamed to the Three Rivers Protection & Overflow Reduction Tunnel (3RPORT). The tunnel is anticipated to be fully operational by the end of 2023 and the relief sewer by the end of 2025. The proposed tunnel will receive flows from combined sewer outfalls to reduce combined sewer overflows to the St. Marys and Maumee Rivers to four overflow events within a typical year. The Deep Dewatering Pump Station and siphon conduits will then convey the flow from the tunnel to the Wet Weather Pump Station (WWPS) for transfer to and storage in the Wet Weather Ponds (WWP) prior to being conveyed to the Water Pollution Control Plant (WPCP) for treatment.

#### **B. PROJECT DESCRIPTION**

The 3RPORT Deep Dewatering Pump Station (DDPS) Design Services During Construction project consists of performing construction phase services for the DDPS Package. The project also includes performing additional construction phase services for the Tunnel and Shafts Package due to the extended duration of construction.

#### **C. SCOPE OF SERVICES**

The CITY hereby engages DESIGN ENGINEER to provide Design Services During Construction (DSDC) of the DDPS Package for the 3RPORT program to ensure conformance with the DDPS Contract Documents, to provide a means of DDPS Contract Document interpretation, and to provide support to the CITY and Construction Contract Management (CCM) Team during construction. Also included are additional DSDC for the Tunnel and Shafts Package to ensure conformance with the Tunnel and Shafts Contract Documents, to provide a means of Tunnel and Shafts Contract Document interpretation, and to provide support to the CITY and Construction Contract Management (CCM) Team during construction.

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

## PHASE 1 – TUNNEL AND SHAFTS DESIGN SERVICES DURING CONSTRUCTION

The following construction phase services for the Tunnel and Shafts package are included as a result of DESIGN ENGINEER's fee limit being met on the existing Professional Services Agreement titled 3RPORT Design Services During Construction and the CITY's request for continued services.

### Task 101 – Progress Meetings

Participate in progress meetings during onsite construction activities to review Contractor's progress of the Work, discuss upcoming Work, and consult with the CITY and Contractor concerning questions. The Contractor will preside at the meetings and the CCM will be responsible for preparing and distributing meeting notes. The Project Manager will attend up to 24 progress meetings by phone. The local Sr. Project Engineer will attend up to 48 progress meetings in person.

### Task 102 – Construction Administration

The DESIGN ENGINEER will perform construction administration services during construction of the Tunnel and Shafts Package. The following engineering services will be provided under this task:

- Respond to Requests for Information (RFIs) submitted by the CITY, CCM Team or Contractor for the Tunnel and Shafts Package. DESIGN ENGINEER will provide responses to RFIs from the Contractor within ten business days of receipt. Responses to requests that involve input from the CITY or CITY's CCM Team may extend longer than ten business days. Approximately 30 RFI responses are assumed in the fee estimate.
- Assist CITY with preparing Field Order requests to the Contractor for minor changes in the scope of the Project, if required. The CCM Team will process the Field Orders in PMIS. Approximately 10 field orders are assumed in the fee estimate.
- Assist CITY with preparing Requests for Quotations (RFQs) to the Contractor for changes in scope, if required. The RFQ packages will exclude CAD drafting and involve the DESIGN ENGINEER's writing of basic scope of services with PDF markups of existing plans. The CCM Team will process the RFQs in PMIS. Approximately 10 RFQs are assumed in the fee estimate at an average of 8 hours of effort for each. RFQs that involve CAD revisions to Drawings or addition of Specifications may be provided as a supplemental service.

### Task 103 – Shop Drawings and Submittals Review

Review shop drawings and other data submitted by the Contractor as required by the Contract Documents. The DESIGN ENGINEER's review shall be for general conformity to the Contract Documents for the Project and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, and procedures of construction, or to safety precautions and programs incident thereto. The fee estimate assumes approximately 25 combined submittals and resubmittals for the Tunnel and Shafts Package.

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

### Task 104 – Miscellaneous Meetings

DESIGN ENGINEER will participate in additional meetings at CITY's request to discuss shop drawings, RFI reviews, or other project items. It is assumed that the attendance will be as follows: Project Manager will attend up to 10 meetings in person, Tunnel/Geotechnical Engineer will attend up to 4 meetings in person, and the local Sr. Project Engineer will attend up to 20 meetings in person.

#### Task 105 – Review of Proposed Revisions to Tunnel Alignment

DESIGN ENGINEER will review a proposal from the Contractor to revise the tunnel horizontal and vertical alignment in order to reduce construction cost, reduce the duration of the project, and/or improve the quality of the project. The proposal consists of steepening the tunnel slope for the approximately 6,200 final feet of mining, potentially adding a drop shaft and burying the tunnel boring machine (TBM), and revisions in horizontal turning radii. DESIGN ENGINEER's services will include assisting the CITY with reviewing additional modeling scenarios by the CITY's surge modeling consultant, developing a scope of services for additional geotechnical testing by the CITY's geotechnical consultant, and reviewing the geotechnical test results. Revisions to the Geotechnical Baseline Report are not included but may be provided as a supplemental service.

#### Task 106 – Review of Differing Site Condition Notices

DESIGN ENGINEER will review up to 5 alleged Differing Site Conditions (DSCs) submitted by the Contractor during TBM mining. Upon request of the CITY after receiving a DSC notice from the Contractor, the Tunnel / Geotechnical Engineer will review the geotechnical conditions through photographs, videos, or viewing of the muck samples at the DESIGN ENGINEER's Indianapolis office (delivery provided by CITY). DESIGN ENGINEER will then prepare a response memorandum summarizing the DESIGN ENGINEER's findings and position with respect to the Contract Documents.

#### Task 107 – Review of Adit and Deaeration Chamber Substitution

DESIGN ENGINEER will review a proposal from the Contractor to line the adits and deaeration chambers with pipe sections in lieu of cast-in-place concrete, as well as revise the vertical location of the adit to tunnel connection. The purpose of this proposed substitution is to reduce construction cost and reduce the duration for the project. DESIGN ENGINEER's services will include assisting the CITY with the minimum design criteria, participating in coordination calls, reviewing the Contractor's substitution submittal, and coordinating with CITY's surge modeling consultant to check air ventilation impacts.

#### Task 108 – Final Inspection

Upon notice of substantial completion from the Contractor, conduct a final inspection for the Tunnel and Shafts Package. It is assumed the final inspection will be attended by the Lead Tunnel Engineer, Tunnel / Geotechnical Engineer, and Sr. Project Engineer. DESIGN ENGINEER will assist CCM Team with preparation of a punchlist of items to be completed or corrected by the Contractor before final completion of the Project. Submit list of items observed to CITY and CCM Team for incorporation into the punchlist. CITY and CCM Team will deliver the punchlist to Contractor. Additional inspections to review completion of punchlist items may be provided as a supplemental service.

#### Task 109 – Revise Construction Contract Drawings

Upon completion of the project, revise the construction contract drawings to conform to the construction records for the Tunnel and Shafts Package. Revisions (red-lines) to the construction contract drawings will be provided by the Contractor. The CCM Team is responsible for reviewing and verifying the record drawings, provided by the Contractor, for accuracy and that all markups and documentation are included prior to submittal to DESIGN ENGINEER. DESIGN ENGINEER will submit the final conformed-to-construction drawings as a PDF file with the source CAD files to CITY within two months of receipt of Contractor's revisions.

#### Task 110 – Project Administration and Management

Provide project supervision, direction, and coordination with the CITY management and staff. Project administration and management also includes budget and schedule control, client management support, document control, coordination of activities, monthly progress reports, monthly invoicing and project close-out. DESIGN ENGINEER will maintain a change register of any scope changes affecting the project budget or schedule and

review it with the CITY on a monthly basis. DESIGN ENGINEER shall discuss and receive written approval for any scope changes from CITY prior to proceeding.

## **PHASE 1 ALLOWANCES**

### **Task 111 – Onsite Design Liaison Allowance**

Upon separate written authorization by the CITY, DESIGN ENGINEER shall provide an onsite design liaison professional during construction to interface between the CCM Team and the Design Team to facilitate resolution of design related questions and modifications. The allowance amount will not allow full-time services during the entire contract time, so services will be limited to key construction activities. Examples of key construction activities may include, but are not limited to, the following: final blasting of the shaft bottoms, water management and concrete placement for base slabs, water management and concrete placement for bottom-most shaft liner wall pours, and concrete placement for shaft liner wall pours with key embeds for DDPS package.

The DESIGN ENGINEER shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the DESIGN ENGINEER. This service will in no way relieve the Contractor of complete supervision of the Work or the Contractor's obligation for complete compliance to the Contract Documents. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. The on-site design liaison shall not perform CM services.

### **Task 112 – Owner's Allowance**

Upon separate written authorization by the CITY, DESIGN ENGINEER shall provide additional/supplemental services at CITY's request following the development and agreement of a scope of services and not-to-exceed fee.

## **PHASE 2 – DDPS DESIGN SERVICES DURING CONSTRUCTION**

### **Task 201 – Preconstruction Conference and CITY's PMIS Training**

At a date and time selected by the CITY and at a facility provided by the CITY, the DESIGN ENGINEER will participate in the preconstruction conference for the DDPS Package facilitated by the CITY's CCM Team. The preconstruction conference will include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change order procedures, record documents, and the Contractor's responsibilities for safety and first aid.

DESIGN ENGINEER will participate in the CITY's Project Management Information System (PMIS) training conducted by the CITY or CITY's representative. Training will include review of the CITY's website for the transmission of electronic data and construction document control protocols. The training session will occur on the same day as the preconstruction conference and will be at the CITY's facility. The preconstruction conference and PMIS training will be attended in person by the Project Manager, Engineering Manager, and a Project Engineer, with the Project Electrical / I&C Engineer attending by phone.

### **Task 202 – Progress Meetings**

Participate in monthly progress meetings during onsite construction activities to review Contractor's progress of the Work, discuss upcoming Work, and consult with the CITY and Contractor concerning questions. The Contractor will preside at the meetings and the CCM will be responsible for preparing and distributing meeting notes. The Project Manager, Engineering Manager, and Project Electrical / I&C Engineer will attend up to 30 monthly progress meetings each (15 in person and 15 by phone); the Lead Pump Station Engineer and Tunnel / Geotechnical Engineer will attend up to 16 progress meetings (8 in person and 8 by phone).

#### Task 203 – Construction Administration

The DESIGN ENGINEER will perform construction administration services during construction of the DDPS Package. The following engineering services will be provided under this task:

- Respond to Requests for Information (RFIs) submitted by the CITY, CCM Team or Contractor for the DDPS Package. DESIGN ENGINEER will provide responses to RFIs from the Contractor within ten business days of receipt. Responses to requests that involve input from the CITY or CITY's CCM Team may extend longer than ten business days. Approximately 75 RFI responses are assumed in the fee estimate.
- Assist CITY with preparing Field Order requests or reviewing Work Change Directives (WCDs) to the Contractor for changes in the scope of the Project, if required. The CCM Team will process the Field Orders and WCDs in PMIS. Approximately 25 combined Field Orders and WCDs are assumed in the fee estimate.
- Prepare Requests for Quotations (RFQs) to the Contractor to solicit proposals for changes in scope of the Project. DESIGN ENGINEER will also review the Contractor's submitted proposals upon CITY's request. In order to allow the CCM Team to process the RFQs in PMIS as allowance authorizations or change orders, the Project scope revisions will include updated Drawings and Specifications. The revised content on Drawings will be identified by using clouding and revision numbers in the titleblock. The revised content in the Specifications will be identified by striking content to be removed and bolding new content. Approximately 15 RFQ packages are assumed in the fee estimate.

#### Task 204 – Shop Drawings and Submittals Review

Review shop drawings and other data submitted by the Contractor as required by the Contract Documents. The DESIGN ENGINEER's review shall be for general conformity to the Contract Documents for the Project and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, and procedures of construction, or to safety precautions and programs incident thereto. The fee estimate assumes approximately 250 combined submittals and resubmittals for the DDPS Package.

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

#### Task 205 – Risk Management

DESIGN ENGINEER will review the risk register and participate in risk management calls with the CITY, CCM Team, and Contractor over the construction duration, to review, identify and discuss construction risks to ensure that risks have been mitigated or minimized to the extent possible by the CITY and Contractor. The Project Manager, Lead Pump Station Engineer, Engineering Manager, and the Tunnel / Geotechnical Engineer will participate in the meetings depending on the topic up to the hours listed in the fee estimate.

#### Task 206 – Site Visits

The DESIGN ENGINEER will make periodic visits to the construction site when requested by the CITY to observe construction and confer with CITY, CCM Team, or Contractor concerning problems and/or progress of the Work. The Scope is based on 15 trips for the DDPS Package and includes one-day site visits for one professional to review design-related questions and construction conflict or issue resolution. Additional trips may be provided as a supplemental service.

The DESIGN ENGINEER shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the DESIGN ENGINEER. This service will in no way relieve the Contractor of complete supervision of the Work

or the Contractor's obligation for complete compliance to the Contract Documents. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

#### Task 207 – Final Inspection

Upon notice of substantial completion from the Contractor, conduct a final inspection for the DDPS Package. It is assumed the final inspection will be attended by the Project Manager, Lead Pump Station Engineer, and Project Electrical / I&C Engineer. DESIGN ENGINEER will assist CCM Team with preparation of a punchlist of items to be completed or corrected by the Contractor before final completion of the Project. Submit list of items observed to CITY and CCM Team for incorporation into the punchlist. CITY and CCM Team will deliver the punchlist to Contractor. Additional inspections to verify completion of punchlist items may be provided as a supplemental service.

#### Task 208 – Revise Construction Contract Drawings

Upon completion of the project, revise the construction contract drawings to conform to the construction records for the DDPS Package. Revisions (red-lines) to the construction contract drawings will be provided by the Contractor. The CCM Team is responsible for reviewing and verifying the record drawings, provided by the Contractor, for accuracy and that all markups and documentation are included prior to submittal to DESIGN ENGINEER. DESIGN ENGINEER will submit the final conformed-to-construction drawings as a PDF file with the source CAD/BIM files to CITY within two months of receipt of Contractor's revisions.

#### Task 209 – Project Administration and Management

Provide project supervision, direction, and coordination with the CITY management and staff. Project administration and management also includes budget and schedule control, client management support, document control, coordination of activities, monthly progress reports, monthly invoicing and project close-out. DESIGN ENGINEER will maintain a change register of any scope changes affecting the project budget or schedule and review it with the CITY on a monthly basis. DESIGN ENGINEER shall discuss and receive written approval for any scope changes from CITY prior to proceeding.

### **PHASE 2 ALLOWANCES**

#### Task 210 – Factory Acceptance Test Allowance

Upon separate written authorization by the CITY, DESIGN ENGINEER will attend the factory acceptance tests to witness the testing of major equipment. Examples of major equipment may include, but is not limited to, the following: the tunnel dewatering pumps, mechanical screening/grit handling system, and PLC panels. Fabrication quality will be verified, and any defective work will be noted and communicated to the supplier and Contractor for correction.

#### Task 211 – Startup, Training, O&M Allowance

Upon separate written authorization by the CITY, DESIGN ENGINEER will assist with performing Startup Assistance and Training Services for the DDPS system. The Services include assisting the CITY with startup and operator training of the tunnel, pump station, and screening/grit handling. These services are in addition to the Contractor's startup and training services.

Upon request of CITY, DESIGN ENGINEER may also assist in preparing an Electronic Operations & Maintenance Manual (EOM) for the DDPS system. The EOM will be provided as a searchable electronic file in PDF format that is capable of being updated by the CITY. The EOM will include an introduction and overview of the DDPS system; normal operating procedures including local manual, local automatic, remote manual and remote automatic control; the tunnel and DDPS SCADA system; the P&IDs and other drawings necessary to explain the operating procedures.

The EOM will also reference key vendor operation and maintenance manuals provided by the Contractor for detailed operation and maintenance of equipment.

#### Task 212 – Value Engineering Support Allowance

Upon separate written authorization by the CITY, DESIGN ENGINEER shall review value engineering ideas that improve the cost or schedule of the DDPS Package. The DESIGN ENGINEER's review may include, but not be limited to, the following: preparation of opinions of probable construction costs, preparation of opinions of construction schedules, and modeling services. Modifications to the design as a result of value engineering ideas may also be incorporated into the Contract Documents using allowance funds; if the allowance limit is met then the modifications may be provided as a supplemental service.

#### Task 213 – Onsite Design Liaison Allowance

Upon separate written authorization by the CITY, DESIGN ENGINEER shall provide an onsite design liaison professional during construction to interface between the CCM Team and the Design Team to facilitate resolution of design related questions and modifications. The allowance amount will not allow full-time services during the entire contract time, so services will be limited to key construction activities. Examples of key construction activities may include, but are not limited to, the following: installation of support of excavation and construction of the overflow connection, siphon conduits, and siphon junction structure; pumps and valves; and screening/grit handling system.

The DESIGN ENGINEER shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the DESIGN ENGINEER. This service will in no way relieve the Contractor of complete supervision of the Work or the Contractor's obligation for complete compliance to the Contract Documents. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. The on-site design liaison shall not perform CM services.

#### Task 214 – Owner's Allowance

Upon separate written authorization by the CITY, DESIGN ENGINEER shall provide additional/supplemental services at CITY's request following the development and agreement of a scope of services and not-to-exceed fee.

### **D. SCHEDULE**

DESIGN ENGINEER shall be authorized to commence Services set forth herein upon Notice to Proceed issued by the CITY and for the duration as generally noted below. The effort and fee for the Design Services During Construction are time dependent. The effort and fee for the Scope of Services indicated herein is based on a 36 month period from approximately December 2020 to December 2023 (Phase I from approximately December 2020 to January 2023, and Phase II from approximately March 2021 to December 2023). In the event that the period is extended, the contract amount may be increased to a mutually agreed amount for DESIGN ENGINEER's services impacted by the extension. The schedule for the design services is included in Attachment 2 – Project Schedule.

### **E. SUPPLEMENTAL SERVICES**

Upon separate written authorization by the CITY and negotiated fees, DESIGN ENGINEER may provide additional services as indicated in Attachment 1 – Supplemental Services.

**PART II**  
**CITY'S RESPONSIBILITIES**

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

**A. CITY'S REPRESENTATIVE**

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

**B. DATA**

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

**C. EASEMENTS AND PROPERTY ACQUISITION**

CITY will perform Easement and Property Acquisitions including property valuation, land and easement negotiations and legal services.

**D. DECISIONS**

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

**E. MEETINGS**

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

**F. DOCUMENT REVIEWS**

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

**G. ACCESS**

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

**H. OTHER CONSULTANTS**

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

**I. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)**

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

**J. PROJECT DEVELOPMENTS**

CITY will give prompt written notice to DESIGN ENGINEER whenever the CITY becomes aware of any event, occurrence, condition or circumstance which may affect the DESIGN ENGINEER's performance of

Services, or any defect or nonconformance in DESIGN ENGINEER's Services, the Work, or in the performance of any Contractor.

**PART III**  
**COMPENSATION**

**A. COMPENSATION**

Compensation for Services performed in accordance with Part I -- Scope of Basic Engineering Services and referenced Exhibits of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed fee of \$2,688,270.00.

The Scope of Basic Engineering Services will be performed at the request of the City on an hourly basis up to the not-to-exceed fee.

DESIGN ENGINEER's costs will be based on the hours incurred to complete the Project times the hourly rates of the various personnel, per Attachment 4 -- Hourly Rate Schedule. All reimbursable costs incurred for the Project will be invoiced at cost.

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

**B. BILLING AND PAYMENT**

1. Timing/Format

- a. DESIGN 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 will pay DESIGN ENGINEER within 30 days of receipt of approved invoice.

## PART IV STANDARD TERMS AND CONDITIONS

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

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

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

4. **DELAYS.** If events beyond the control of DESIGN 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, DESIGN 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 DESIGN ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

DESIGN 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, DESIGN ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **ARBITRATION.** The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. For purposes of clarity, any and all disputes relating to the Project shall be subject to binding arbitration as set forth above. All arbitrations shall be presided over by a panel of three (3) arbitrators and governed by the American Arbitration Association's rules for Large, Complex Construction Disputes. The foregoing agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

CITY may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) DESIGN ENGINEER consents to consolidation in writing (such consent shall not be unreasonably withheld); (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). CITY, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

7. **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 DESIGN ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

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

9. **RELATIONSHIP WITH CONTRACTORS.** DESIGN 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 DESIGN ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

Nothing contained herein shall impose upon DESIGN ENGINEER any responsibility or liability for Work or responsibilities of CONTRACTORS, including but not limited to the correctness of any shop drawings or other submittals, construction means, methods, techniques and procedures, or safety matters; or failure of the CONTRACTOR to construct the Work in accordance with Contract Documents. Without limitation to any of the services set forth in this Agreement, DESIGN ENGINEER's presence at the construction site is for the purpose of providing the CITY with support in observing that the Work is generally in accordance with the Contract Documents and design concept as required by Contract Documents.

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

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

12. **INSURANCE.** DESIGN 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
- f) Professional Liability – DESIGN ENGINEER shall carry a minimum of \$2,000,000 per claim of professional liability coverage with only those exclusions that are standard in the industry for the type of services being performed and said coverage shall be in place for a period of at least 3 year after the completion of the Services.

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder on all policies with exception of Worker's Compensation / Employer Liability and Professional Liability (if required) 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 Street, Suite 490  
Fort Wayne, IN 46802

13. **INDEMNITIES.** To the fullest extent permitted by law, DESIGN 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 DESIGN ENGINEER, its agents or employees.

14. **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 \$5,000,000. 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.

15. **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.

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

17. **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.

18. **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.

19. **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.

20. **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.

21. **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 DESIGN ENGINEER's performance under this Agreement shall expire one year after Project Completion.

22. **CONSENT DECREE NOTIFICATION.** DESIGN ENGINEER shall perform, or cause others to perform, all Services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. DESIGN ENGINEER is not liable for any monetary penalties associated with the CITY's consent decree compliance schedule. DESIGN ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:

<https://www.cityoffortwayne.org/utilities/162-clean-river-team/3207-consent-decree.html>

23. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, DESIGN ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within DESIGN ENGINEER's possession or control and which relate, in any manner, to the performance of the Services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the CITY, DESIGN ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the DESIGN ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the DESIGN ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the Services contemplated by the Agreement.

**ATTACHMENT 1  
SUPPLEMENTAL SERVICES**

**For**

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION PACKAGE  
DESIGN SERVICES DURING CONSTRUCTION**

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

Supplemental Services shall include, but are not limited to:

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

V. Revisions to additional CITY drawings other than those specifically noted.

**ATTACHMENT 2  
PROJECT SCHEDULE**

**For**

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION PACKAGE  
DESIGN SERVICES DURING CONSTRUCTION**

The Project target milestones and schedule:

| <u><b>Milestone</b></u>                            | <u><b>Milestone Date</b></u> |
|----------------------------------------------------|------------------------------|
| Tunnel and Shafts Package – Substantial Completion | <u>January 2023</u>          |
| DDPS Package – Contractor Notice to Proceed        | <u>March 2021</u>            |
| DDPS Package – Substantial Completion              | <u>December 2023</u>         |

**ATTACHMENT 3  
SCOPE OF SERVICES FEE PROPOSAL**

**For**

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION PACKAGE  
DESIGN SERVICES DURING CONSTRUCTION**

|                                                                 |                            |
|-----------------------------------------------------------------|----------------------------|
| Phase 1 – Tunnel and Shafts Design Services During Construction | \$ <u>554,620</u>          |
| Phase 1 – Allowances                                            | \$ <u>300,000</u>          |
| Phase 2 – DDPS Design Services During Construction              | \$ <u>1,153,650</u>        |
| Phase 2 – Allowances                                            | \$ <u>680,000</u>          |
| <b>Total Not to Exceed Fee</b>                                  | <b>\$ <u>2,688,270</u></b> |

**ATTACHMENT 4  
HOURLY RATE SCHEDULE**

**For**

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DESIGN SERVICES DURING CONSTRUCTION**

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

| <u>EMPLOYEE CLASSIFICATIONS</u>   | <u>RATE</u> |
|-----------------------------------|-------------|
| Project Director                  | \$295       |
| Sr. Project Manager               | \$295       |
| Project Manager                   | \$230       |
| Lead Tunnel Engineer              | \$295       |
| Lead Pump Station Engineer        | \$230       |
| Technical / QC Specialist         | \$270       |
| Tunnel / Geotechnical Engineer    | \$210       |
| Project Electrical / I&C Engineer | \$235       |
| Engineering Manager               | \$185       |
| Sr. Project Engineer              | \$185       |
| Project Engineer                  | \$165       |
| Design Engineer                   | \$140       |
| Architect                         | \$165       |
| Sr. CAD / GIS Technician          | \$150       |
| CAD / GIS Technician              | \$135       |
| Project Assistant                 | \$105       |

The employee hourly rates above are an average rate valid between January 1, 2020 and December 31, 2023. After that time, updated rates with justification for the adjustments may be submitted to the CITY for approval. Adjustment of the rates will be permitted only once each subsequent calendar year. If the CITY does not approve the rates, the Agreement may be terminated for convenience.

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

CITY OF FORT WAYNE, INDIANA

Black & Veatch Corporation  
(Vendor Name)

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

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

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

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

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

**Section 1: Disclosure of Financial Interest in Vendor**

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

(i) Equity ownership exceeding 5% (See Below)

Black & Veatch Corporation is a wholly owned subsidiary of BVH, Inc. (the Company). BVH, Inc is 100% owned by the Black & Veatch Retirement Program, an Employee Stock Ownership Program (ESOP). The ESOP Shares are held in trust for its 8,000 participants by the Program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP is confidential; however, shareholdings are broadly dispersed among 8,000 employees and former employee participants and no individual has beneficial holdings approaching 5%.

(ii) Distributable income share exceeding 5% ( )

(iii) Not Applicable (If N/A, go to Section 2) ( )

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

sole proprietorship ( )      stock ( X )  
partnership interest ( )      units (LLC) ( )  
other (explain) See Above 1.a

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

Name: See Above 1.a \_\_\_\_\_ %

Name: \_\_\_\_\_ %

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

- b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)  
Including contractual employment for services in the previous 3 years:  
Yes \_\_\_\_\_ No X

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

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

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

See Attached. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes 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).

3RPORT Adit and Deaeration Chamber Design Modifications, T.J. Short  
\_\_\_\_\_

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

Yes      No X

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

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

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

Company / Name / Payment Terms: N/A

Company / Name / Payment Terms: \_\_\_\_\_

#### Section 4: CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

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

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

Black & Veatch Corporation  
(Name of Vendor)

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

(260) 420-2411  
Telephone

GinnDH@bv.com  
E-Mail Address

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

Name (Printed) Donnie Ginn Title Vice President

Signature  Date 11/04/2020

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

### **Attachment for Section 3.a.**

#### **Disclosure of Other Contract and Procurement Related information**

- City Utilities – 3RPORT Final Planning and Design, T.J. Short;
- City Utilities – Green Infrastructure On-Call, Anne Marie Smrchek;
- City Utilities – 3RPORT Design Services During Construction, T.J. Short;
- City Utilities – 3RPORT Rudisill Consolidation Sewer Design Services During Construction, Kristen Buell;
- City Utilities – 3RPORT CSO 032/Third Street Pump Station and CSO 050 Consolidation Sewer Packages Design Services During Construction, Kristen Buell; and
- City Utilities – 3RPORT Deep Dewatering Pump Station Package Final Design Services, Zach Schortgen.

**CITY OF FORT WAYNE, INDIANA**

**Black & Veatch Corporation**  
(Vendor Name)

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

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

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

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

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

**Section 1: Disclosure of Financial Interest in Vendor**

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

(i) Equity ownership exceeding 5% (See Below)

Black & Veatch Corporation is a wholly owned subsidiary of BVH, Inc. (the Company). BVH, Inc is 100% owned by the Black & Veatch Retirement Program, an Employee Stock Ownership Program (ESOP). The ESOP Shares are held in trust for its 8,000 participants by the Program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP is confidential; however, shareholdings are broadly dispersed among 8,000 employees and former employee participants and no individual has beneficial holdings approaching 5%.

(ii) Distributable income share exceeding 5% ( )

(iii) Not Applicable (If N/A, go to Section 2) ( )

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

sole proprietorship ( ) stock ( X )  
partnership interest ( ) units (LLC) ( )  
other (explain) See Above 1.a

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

Name: See Above 1.a \_\_\_\_\_ %

Name: \_\_\_\_\_ %

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)  
Including contractual employment for services in the previous 3 years:  
Yes \_\_\_\_\_ No X

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

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

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

See Attached. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes 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).

3RPORT Adit and Deaeration Chamber Design Modifications, T.J. Short  
\_\_\_\_\_

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

Yes      No X

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

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

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

Company / Name / Payment Terms: N/A

Company / Name / Payment Terms: \_\_\_\_\_

#### Section 4: CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

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

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

Black & Veatch Corporation  
(Name of Vendor)

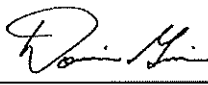
825 S. Barr Street, Third FL, Fort Wayne, IN 46802  
Address

(260) 420-2411  
Telephone

GinnDH@bv.com  
E-Mail Address

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

Name (Printed) Donnie Ginn Title Vice President

Signature  Date 11/04/2020

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

### **Attachment for Section 3.a.**

#### **Disclosure of Other Contract and Procurement Related information**

- City Utilities – 3RPORT Final Planning and Design, T.J. Short;
- City Utilities – Green Infrastructure On-Call, Anne Marie Smrchek;
- City Utilities – 3RPORT Design Services During Construction, T.J. Short;
- City Utilities – 3RPORT Rudisill Consolidation Sewer Design Services During Construction, Kristen Buell;
- City Utilities – 3RPORT CSO 032/Third Street Pump Station and CSO 050 Consolidation Sewer Packages Design Services During Construction, Kristen Buell; and
- City Utilities – 3RPORT Deep Dewatering Pump Station Package Final Design Services, Zach Schortgen.

# Interoffice Memo

Date: November 12, 2020  
To: Common Council Members  
From: Zach Schortgen, City Utilities Engineering  
RE: **Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) Deep Dewatering Pump Station Package Designer Services During Construction**  
**Res. #76793, W.O. # 76793**

Council District # N/A – Water Pollution Control Plant

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. Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) Deep Dewatering Pump Station Package Designer Services During Construction will ensure conformance with the contract documents, provide a means of contract document interpretation, and support the contract management team during construction. This pumping station will have a capacity to pump 30 million gallons per day and will also include screenings and grit removal systems.

Implications of not being approved: The pump station is necessary to dewater the tunnel after wet weather events. Designer services during construction are required to ensure that the project is built in conformance with the contract documents and will function as intended and designed.

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:

This Agreement is a continuation of the consultant selection through the Competitive Sealed Proposal (CSP) process that was approved in July of 2014. This Agreement is for the designer services during construction phase of the Deep Dewatering Pump Station component.

In the initial phase of the 3RPORT design project, Request for Qualifications were sent in October of 2013 to over 120 firms soliciting teams and individual firms. Two full teams submitted on the RFQ which was comprised of 19 firms altogether, and eleven separate specialty submittals were also received. Proposals were evaluated by a multi-disciplinary team from Fort Wayne Utilities. Based on the strength of the qualifications, two teams were shortlisted. Interviews were conducted in February 2014, and a Request for Proposal was sent to both teams in April 2014. Best and Final proposals were received by Fort Wayne Utilities in May 2014. The key items that the review team was looking in the proposals were: a project team that had experience in similar projects, tunnel design professionals who are at the top of their field, and a strong approach to the project itself. Another key item was that the team would support local partners and local jobs since it was a priority for this

project to engage firms who were committed to Fort Wayne. Using this procedure, Utilities Engineering found Black & Veatch's proposal to be the best value.

The Board of Public Works approved the professional services agreement for this phase of the Deep Dewatering Pump Station on November 10, 2020.

The cost of said project funded by Sewer SRF

Council Introduction Date: November 24, 2020

CC: BOW  
Matthew Wirtz  
Diane Brown  
Construction Manager  
Chrono  
File