

1 **BILL NO. S-20-01-28**

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

3 AN ORDINANCE approving PROFESSIONAL  
4 ENGINEERING SERVICES CONTRACT - THREE  
5 RIVERS PROTECTION & OVERFLOW REDUCTION  
6 TUNNEL (3RPORT) DEEP DEWATERING PUMP  
7 STATION PACKAGE FINAL DESIGN SERVICES -  
8 RESOLUTION/WORK ORDER #76003 - \$627,930.00  
9 between BLACK & VEATCH CORPORATION and the  
10 City of Fort Wayne, Indiana, in connection with the  
11 Board of Public Works.

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

14 **SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICES  
15 CONTRACT - THREE RIVERS PROTECTION & OVERFLOW REDUCTION  
16 TUNNEL (3RPORT) DEEP DEWATERING PUMP STATION PACKAGE FINAL  
17 DESIGN SERVICES - RESOLUTION/WORK ORDER #76003 by and between  
18 BLACK & VEATCH CORPORATION and the City of Fort Wayne, Indiana, in  
19 connection with the Board of Public Works, is hereby ratified, and affirmed and  
20 approved in all respects, respectfully for:

21 All labor, insurance, material, equipment, tools, power,  
22 transportation, miscellaneous equipment, etc., necessary for  
23 Black & Veatch will provide professional Engineering  
24 consultation and advice, and other customary services incidental  
25 thereto for the Project. Three Rivers Protection & Overflow  
26 Reduction Tunnel (3RPORT) Deep Dewatering Pump Station  
27 Package Final Design Services will complete the design and  
28 produce the bidding documents for the pumping station that will  
29 dewater the 3RPORT tunnel. This pumping station will have a  
30 capacity to pump 30 million gallons per day and will also include  
screenings and grit removal systems;

involving a total cost of not to exceed SIX HUNDRED TWENTY-SEVEN  
THOUSAND NINE HUNDRED THIRTY AND 00/100 DOLLARS - (\$627,930.00).  
A copy of said Contract is on file with the Office of the City Clerk and made  
available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

CU 1.21.2020

## **PROFESSIONAL SERVICES AGREEMENT**

For

### **THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) DEEP DEWATERING PUMP STATION PACKAGE FINAL DESIGN SERVICES ("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:

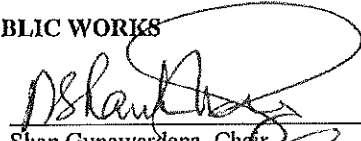
CITY hereby engages DESIGN ENGINEER to perform the services set forth in Part I - Services ("Services") and DESIGN ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). DESIGN ENGINEER shall be authorized to commence the Services upon execution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

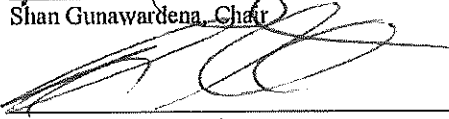
**APPROVED FOR CITY**

**BOARD OF PUBLIC WORKS**


BY:

  
Shan Gunawardena, Chair

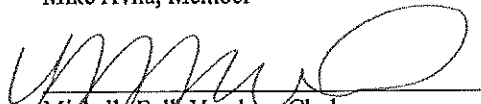
BY:

  
Kumar Menon, Member

BY:

  
Mike Avila, Member

ATTEST:


  
Michelle Fulk-Vondran, Clerk

DATE:

1.21.2020

**APPROVED FOR DESIGN ENGINEER**

BY:

  
Donnie Ginn, P.E. Vice President

DATE:

01/15/2020

## **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 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**

DESIGN ENGINEER previously completed design work on the 3RPORT Deep Dewatering Pump Station (DDPS) Package, with the design pausing in August 2018 to wait for further construction progress on the 3RPORT Tunnel and Shafts Package. The Project consists of the DESIGN ENGINEER performing final design services in order to provide the CITY with sealed contract documents for the DDPS Package. The documents will be prepared for the selection of a single private construction contractor. The Project also includes additional design services during construction for the Tunnel and Shafts Package.

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

DESIGN ENGINEER will perform design services on the DDPS Package and additional design services during construction of the Tunnel and Shafts Package as follows:

##### **PHASE 1 – DEEP DEWATERING PUMP STATION FINAL DESIGN**

###### **TASK 101 – Constructability Review**

DESIGN ENGINEER coordinated with three contractors to perform a value engineering and constructability review of the 60-percent design documents to develop cost-savings and value-added concepts for consideration by the CITY. The constructability review included an overview presentation to all three contractors, individual meetings with each contractor, preparing meeting summaries, and conducting a site visit to the Indianapolis Deep Rock Tunnel Connector (DRTC) Pump Station. CITY selected concepts were developed and incorporated into the 90-percent design.

###### **TASK 102 – Kickoff / Re-Initiation Workshop**

DESIGN ENGINEER will conduct a workshop with the CITY to re-initiate design prior to beginning pre-final document preparation. The purpose of the workshop will be to conduct an overview of the 90-percent design, review the CITY'S comments on the 90-percent design, and discuss design revisions as a result of the over-excavation and water inflow in the Working Shaft / Upflow Shaft and Pump Station Shaft. The workshop will also document the remaining basis of final design, including: the site conditions that will be left by the Tunnel and Shafts Package contractor, the shaft interior conditions that will be left by the Tunnel and Shafts Package contractor, the extent of work to occur while the site is shared with the Tunnel and Shafts Package contractor, the AEP relocation of the 34.5 kV overhead line, backup power provisions for the DDPS life safety equipment, and handling of impacted soil onsite.

The workshop is anticipated to be up to six hours in duration and will be attended by the Project Manager, Engineering Manager, Lead Pump Station Engineer, Tunnel / Geotechnical Engineer, and Design Engineer. DESIGN ENGINEER shall prepare the meeting agenda and handouts. The DESIGN ENGINEER shall document all project decisions made. DESIGN ENGINEER will supply an electronic version of the meeting summary to CITY. Meeting shall be held at CITY's or DESIGN ENGINEER's office in Fort Wayne.

#### TASK 103 – Develop DDPS Geotechnical Report

DESIGN ENGINEER will develop a DDPS-specific geotechnical report that will summarize the geotechnical data available for the DDPS site. The geotechnical report will include the investigations conducted during the 3RPORT Final Planning and Design, piezometer monitoring conducted during the 3RPORT Tunnel and Shafts Package construction, and any additional borings completed during 3RPORT Tunnel and Shafts Package construction. The data obtained during the 3RPORT Tunnel and Shafts Package construction shall be provided to the DESIGN ENGINEER by the CITY or CITY's Construction Contract Manager.

#### TASK 104 – Review Front End Documents

CITY is responsible for preparing the Front End Documents for the DDPS project. The DESIGN ENGINEER will conduct a review of the CITY's Front End Documents and will provide written comments for consideration by the CITY. The Front End Documents will be based on the 2018 version of the Engineers Joint Contract Documents Committee (EJCDC) General Conditions along with other CITY standard contracting documents for SRF projects.

#### TASK 105 – Pre-Final Contract Documents Deliverable and Review Workshop

DESIGN ENGINEER will perform pre-final design of the DDPS incorporating 90-percent review comments provided by the CITY and the records of the excavation of the Working Shaft / Upflow Shaft and Pump Station Shaft provided by the CITY at the time of the kickoff meeting. Due to the approximately 300 gpm inflow into the Working Shaft / Upflow Shaft and approximately 1,200 gpm into the Pump Station Shaft, DESIGN ENGINEER shall include contract document requirements for water management during the shaft lining. The requirements are assumed to include the specification of a panning material and drawings of pump/piping configuration.

The specifications outline several steps in the equipment commissioning process including: Equipment Startup, System Functional Testing, Process Performance Testing, Operational Testing, and Commissioning Reliability Testing. DESIGN ENGINEER will revise the specifications to indicate the final two steps, Operational Testing and Commissioning Reliability Testing, are being completed by others and not the contractor's responsibility.

DESIGN ENGINEER will conduct a field survey of the existing Siphon Junction Structure to verify the rim and pipe invert elevations prior to submitting pre-final contract documents. The CITY will provide personnel that are certified in confined space entry to enter the structure to measure the pipe sizes and measure the distance from the structure rim to the top of the pipes.

DESIGN ENGINEER will submit pre-final contract documents for review by the CITY. DESIGN ENGINEER will conduct a pre-final design review meeting to discuss comments and obtain direction from the CITY. The duration of the pre-final design review meeting is anticipated to be up to four hours. DESIGN ENGINEER shall prepare the meeting agenda and handouts. The DESIGN ENGINEER shall document all project decisions made. DESIGN ENGINEER will supply an electronic version of the meeting summary to CITY. Meeting shall be held at CITY's or DESIGN ENGINEER's office in Fort Wayne.

#### TASK 106 – Final Contract Documents Deliverable

DESIGN ENGINEER will incorporate pre-final comments into the contract documents and submit final contract documents to the CITY. The final contract documents will be sealed by a registered engineer in the State of Indiana. DESIGN ENGINEER will update and submit the opinion of probable construction cost to the CITY with the final contract documents.

## **PHASE 2 – ADDITIONAL TUNNEL AND SHAFTS PACKAGE DESIGN SERVICES DURING CONSTRUCTION**

The CITY hereby engages DESIGN ENGINEER to provide additional Design Services During Construction (DSDC) of the Tunnel and Shafts Package for the 3RPORT program to ensure conformance with the Contract Documents [hereinafter referred to as "Contract Documents"], to provide a means of Contract Document interpretation, and to provide support to the CITY and Construction Contract Management (CCM) Team during construction. These services will be provided concurrent to the DESIGN ENGINEER's existing contract for Tunnel and Shafts Package Design Services 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.

DESIGN ENGINEER is part of a larger team working integrally for the construction phase services of the DS02 consolidation sewer. The DESIGN ENGINEER shall only be responsible for providing construction phase services associated to the items indicated as Primary Reviewer in Table 1. The other firms on the team will be contracted separately with the CITY for their construction phase services; DESIGN ENGINEER assumes no responsibility for the work of the other firms on the team.

### **TASK 201 – Disputes Review Board Services**

DESIGN ENGINEER will assist the CITY in the preparation for the first Dispute Review Board (DRB) Hearing that is being conducted for the Tunnel and Shafts Package contractor's claim of an alleged differing site condition. The DESIGN ENGINEER's assistance shall include a review of the CITY's position paper and preparation of a draft CITY rebuttal to the contractor's position paper. DESIGN ENGINEER will also participate in up to two conference calls to discuss comments on the above documents.

DESIGN ENGINEER will attend a four-day workshop to finalize the CITY's presentation for the DRB Hearing. This will include preparation of the DESIGN ENGINEER's slides, providing comments on the other presentation materials, and rehearsing the presentation. The workshop will be attended by the Deputy Project Manager, Lead Tunnel Engineer, and Tunnel/Geotechnical Engineer.

DESIGN ENGINEER will attend the DRB Hearing, review the decision from the DRB, and discuss next steps with the CITY. Any additional support can be provided as a supplemental service. Attendance at the DRB Hearing will be for up to three days and include the Deputy Project Manager, Lead Tunnel Engineer, and Tunnel/Geotechnical Engineer.

### **Task 202 – DS02 Consolidation Sewer Construction Administration**

The DESIGN ENGINEER will perform construction administration services for the DS02 consolidation sewer that was added by allowance authorization to 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. 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. Up to four RFI reviews are included. Additional responses can be provided as a supplemental service.
- Assist CITY with reviewing Work Change Directive (WCD) requests by the Contractor or CITY and assist in preparing proposal requests to the Contractor for changes in scope, if required. DESIGN ENGINEER will review and provide comment to the CITY on up to one WCD request items. The CCM Team will

prepare and process WCDs, if required.

- Assist CITY with reviewing Change Order requests by the Contractor. DESIGN ENGINEER will review and provide comment to the CITY on up to one total change order request item. The effort is limited to review and comment to the requested Change Order applicability only and does not include evaluation of alternatives and detailed investigations of the request. Preparation of the Change Order document will be the responsibility of the CCM Team.

#### Task 203 – DS02 Consolidation Sewer Shop Drawings and Submittals Review

Review DS02 consolidation sewer 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 Scope is based on review of up to a total of 10 combined submittals and resubmittals for the Project.

The distribution of general submittal review responsibility between the DESIGN ENGINEER and other team members on the Project is provided in Table 1. The Primary Reviewer will conduct the initial review, followed by the Secondary Reviewer, followed by the Tertiary Reviewer. The Primary Reviewer will then be responsible for reviewing all comments and submitting the final, combined submittal response to the CCM Team.

Table 1 – Submittal Review Responsibility for DS02 Consolidation Sewer			
Submittal Topic	Primary Reviewer	Secondary Reviewer	Tertiary Reviewer
Slide Gates	Black & Veatch		
Gate Actuator	Black & Veatch		
Coarse Screen	Black & Veatch		
Quality Work Plans			
Dewatering Plan	Black & Veatch		
Diversion Structure	VS	DLZ	Black & Veatch
Sewer Installation	VS	Black & Veatch	
Excavation Support	Black & Veatch	DLZ	
Hatches/Metal Fab	Black & Veatch		

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 204 – DS02 Consolidation Sewer Site Visits

The DESIGN ENGINEER will make periodic visits to the DS02 construction site when requested by the CITY to observe construction of the consolidation sewer work and confer with CITY, CCM Team, or Contractor concerning problems and/or progress of the Work. The Scope is based on two trips: one by the Engineering Manager and one by the Tunnel/Geotechnical Engineer. Each trip will include half-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 205 – DS02 Consolidation Sewer Final Inspection

Upon notice of substantial completion from the Contractor, the Engineering Manager and Tunnel/Geotechnical Engineer shall conduct a half-day final inspection of the DS02 consolidation sewer work. Assist CCM Team with preparation of a punchlist of items to be completed or corrected by the Contractor before final completion of the Tunnel and Shafts Package. 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 206 – Revise Construction Contract Drawings for DS02 Consolidation Sewer

DESIGN ENGINEER shall revise the Tunnel and Shafts Package construction contract drawings to conform to the construction records of the DS02 consolidation sewer. 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 in PDF and original file format.

### **ALLOWANCES**

#### Preselected Equipment Allowance

Upon separate written authorization by the CITY, DESIGN ENGINEER shall prepare a request for proposal (RFP) package for the CITY to procure the mechanically cleaned bar screens and raker system. This system is from a single supplier that has been preselected by the CITY. The RFP prepared by the DESIGN ENGINEER shall include EJCDC 2018 front end documents, technical specifications, and reference drawings. A draft of the RFP package shall be submitted to the CITY for review and comment. CITY will provide any comments to DESIGN ENGINEER within two weeks of receipt of the documents. Upon receipt of CITY review comments, the documents will be revised as necessary and issued as final to the CITY for use in procuring the mechanically cleaned bar screens and raker system.

DESIGN ENGINEER shall provide responses to the supplier's questions during the RFP solicitation period and review the supplier's proposal. DESIGN ENGINEER shall review up to one shop drawing submittal and one resubmittal from the supplier. Additional contract administration between the CITY and supplier is not included and will be completed by the CITY.

The contract documents for the DDPS Package shall be revised to indicate the mechanically cleaned bar screens and raker system will be provided by the CITY. The technical specifications in the contract documents will be revised to indicate only the installation requirements since the DDPS contractor will not procure the equipment. Coordination of CITY-procured equipment delivery, storage, and possession shall be the responsibility of the CITY or the CITY's Construction Contract Manager.

#### Guaranteed Savings Contract Allowance

Upon separate written authorization by the CITY, DESIGN ENGINEER shall assist the CITY with using a Guaranteed Savings Contract (GSC) for construction procurement of the DDPS Package. This may include, but not be limited to, the following: prepare a Request for Qualifications (RFQ) from registered GSC service providers in the State of Indiana, answer questions during the RFQ phase, prepare modifications to the Front End Documents, conduct a pre-proposal conference to discuss the design documents and assist with discussions regarding the project, answer questions during the proposal phase, evaluate proposals, and assist CITY with selecting a service provider.

#### Value Engineering 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. Potential ideas for reviewing include, but are not limited to, the following: revising the length of the siphon overflow weir, installing the support of excavation for the siphon overflow weir prior to the start of the DDPS Package, and the Tunnel and Shafts Package contractor removing the adit muck from the Retrieval Shaft site or Drop Shaft DS12 site. 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 will be reviewed with the CITY and may be incorporated into the Final Contract Documents Deliverable using allowance funds; if the allowance limit is met then the modifications may be provided as a supplemental service.

#### **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 are time dependent. The effort and fee for the Scope of Services indicated herein is based on an approximately 12-month duration from approximately January 2020 to December 2020. In the event that the period is extended, the contract amount shall be increased to a mutually agreed amount for DESIGN ENGINEER's services. The milestones for the design services are included in Attachment 2 – Project Schedule.

#### **E. DDPS DESIGN DELIVERABLES**

DESIGN ENGINEER shall submit electronic copies of pre-final and final versions of all reports, meeting summary notes, and contract documents. The DESIGN ENGINEER shall provide the CITY with an electronic copy of a comment log with each deliverable for CITY's use in summarizing comments. The log shall include columns for CITY review comments and for DESIGN ENGINEER responses. Following development of responses, DESIGN ENGINEER shall review the comment log with the CITY to develop a resolution to the unresolved items. DESIGN ENGINEER shall submit the final comment log to the CITY for record purposes.

#### **F. 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 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.

**J.      **CONFINED SPACE ENTRY****

CITY will provide personnel that are certified in confined space entry to enter the Siphon Junction Structure to measure the distance from the structure rim to the top of the pipes.

**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 \$627,930.

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. 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 (DDPS) PACKAGE  
FINAL DESIGN SERVICES**

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

Supplemental Services shall include, but are not limited to:

- A. Additional design services and additional meetings beyond those in the Scope of Services.
- B. Changes in design basis identified after the time of this Professional Services Agreement.
- C. Design changes as a result of updates to the applicable building codes since the 90-percent design deliverable.
- D. Preparation of Front End Documents beyond those in the Scope of Services.
- E. Services associated with the pre-qualification of bidders beyond those in the Scope of Services.
- F. Bid phase services beyond those in the Scope of Services for the allowances.
- G. Design services during construction beyond those in the Scope of Services for the allowances.
- H. SCADA configuration/integration services.
- I. Updates to existing geotechnical documents including but not limited to the Tunnel and Shafts Package Geotechnical Data Report (GDR) and Geotechnical Baseline Report (GBR).
- J. Any meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the Project, other than those specifically noted.
- K. Any appearances at any public hearings or before special boards, other than those listed.
- L. Special consultants or independent professional associates requested or authorized by CITY.
- M. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with the Project.
- N. Provisions, through a subcontract, to provide photographs or videotapes of the site's topographic and infrastructure features.
- O. An environmental assessment report and/or environmental impact statement as requested by CITY or required by review agencies.
- P. Provisions, through a subcontract, to provide any special reports or studies on materials and equipment requested by CITY.
- Q. 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 (DDPS) PACKAGE  
FINAL DESIGN SERVICES**

The Project target milestones and schedule:

**Deliverable**

**Milestone Date**

DDPS Pre-Final Design Deliverable  
DDPS Final Contract Documents Submittal

October 15, 2020  
December 15, 2020

**ATTACHMENT 3  
SCOPE OF SERVICES FEE PROPOSAL**

**For**

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

Phase 1 – Deep Dewatering Pump Station Final Design	\$ <u>368,410</u>
Phase 2 – Additional Tunnel and Shafts Package DSDC	\$ <u>110,970</u>
Preselected Equipment Allowance	\$ <u>52,980</u>
Guaranteed Savings Contract Allowance	\$ <u>65,620</u>
Value Engineering Allowance	\$ <u>29,950</u>
<b>Total Not to Exceed Fee</b>	<b>\$ <u>627,930</u></b>

**ATTACHMENT 4  
HOURLY RATE SCHEDULE**

For

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

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
Project Manager	\$230
Engineering Manager	\$185
Lead Tunnel Engineer	\$295
Lead Pump Station Engineer	\$230
Technical / QC Specialist	\$265
Tunnel / Geotechnical Engineer	\$205
Project Electrical / I&C Engineer	\$230
Project Engineer	\$165
Design Engineer	\$140
Architect	\$160
Sr. CAD / GIS Technician	\$150
CAD / GIS Technician	\$135
Project Assistant	\$100

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

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

**CITY OF FORT WAYNE, INDIANA**

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

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

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

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

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

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

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

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

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

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

(ii) Distributable income share exceeding 5% ( )

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

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

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

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

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

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

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

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

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

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

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes \_\_\_\_\_ No X

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

- b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)

Including contractual employment for services in the previous 3 years:

Yes \_\_\_\_\_ No X

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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).

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- 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:

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Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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- 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)

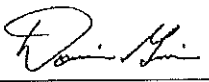
825 S. Barr Street, Third FL, Fort Wayne, IN 46802  
Address

(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 01/15/2020

**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 – On-Call Services for WPCP and TRFP Process Instrumentation and System, Jon Weirick;
- City Utilities – Green Infrastructure On-Call, Anne Marie Smrcek;
- City Utilities – 3RPORT Design Services During Construction, T.J. Short;
- City Utilities – WPCP Biological Phosphorus Removal Optimization, Zachary Schortgen;
- City Utilities – 3RPORT Rudisill Consolidation Sewer Design Services During Construction, Kristen Buell; and
- City Utilities – 3RPORT CSO 032/Third Street Pump Station and CSO 050 Consolidation Sewer Packages Design Services During Construction, Kristen Buell.



# Interoffice Memo

Date: January 22, 2020  
To: Common Council Members  
From: Zach Schortgen, City Utilities Engineering  
RE: **Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) Deep Dewatering Pump Station Package Final Design Services**  
**Res. #76003, W.O. # 76003**

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 Final Design Services will complete the design and produce the bidding documents for the pumping station that will dewater the 3RPORT tunnel. 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. The timing for this final design and bidding phase of the pump station is set up to allow the City to transition into bidding and construction in coordination with the ongoing 3RPORT tunnel program.

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 final design and bidding documents 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 January 21, 2020.

The cost of said project funded by Sewer SRF

Council Introduction Date: January 28, 2020

CC: BOW  
Matthew Wirtz  
Diane Brown  
Construction Manager  
Chrono  
File