

AN ORDINANCE approving SERVICE AGREEMENT – ST JOE DAM IMPROVEMENT SERVICES – WO# 67473 – (\$587,640.00) between UNDERWATER CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, by and through its Purchasing Department.

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

SECTION 1. That the SERVICE AGREEMENT - ST JOE DAM IMPROVEMENT SERVICES – WO# 67473 – between UNDERWATER CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, by and through its Purchasing Department, 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 THE INSTALLATION OF OWNER SUPPLIED STOP LOGS GUIDES FOR THREE (3) SETS OF EXTERIOR STOP LOGS, ONE (1) SET OF INTERIOR STOP LOGS AND INSPECTION OF ALL SIX (6) SLUICE GATES AT ST. JOE DAM;

involving a total cost of FIVE HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED FORTY AND 00/100 DOLLARS (\$587,640.00). 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

Malak Heiny, City Attorney



SERVICE AGREEMENT: St Joe Dam Improvement Services

SUPPLIER NAME Underwater Construction Corporation		CITY DEPARTMENT/CONTACT NAME City Utilities Engineering / Josh Mahon	
STREET ADDRESS 4925 North Roosevelt Road		STREET ADDRESS 200 E Berry St, Suite 250	
CITY, STATE, ZIP CODE Stevensville, MI 49127		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
ATTENTION Jerry Pena		INVOICE ADDRESS 200 E Berry St, Suite 250	
TELEPHONE 269-921-9002		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	

Mobilization / Demobilization			
Description	Total Cost		
Mobilization	\$20,654.00	Lump Sum	
Demobilization	\$12,720.00	Lump Sum	
Preliminary Cleanings (If Required)			
Description	Total Cost		
Daily Rate (Monday-Friday) (10-hour day)	\$5,625.00	/day	
Weekend Daily Rate (If required) (10-hour day)	\$6,747.00	/day	
Per Diem Rate (non-working weekend)(If required)	\$775.00	/day	
Standby Day Rate	\$3,804.00	/day	
Overtime Hourly Rate (If required)	\$421.00	/hour	
Stop Log Guide Installation			
Description	Cost	# of Days	Total Cost
Daily Rate (Monday-Friday) (10-hour day)	\$5,944.00 /day	70	\$416,080.00
Weekend Daily Rate (If required) (10-hour day)	\$7,169.00 /day	-	\$0.00
Per Diem Rate (non-working weekend)(If required)	\$775.00 /day	-	\$0.00
Standby Day Rate	\$4,191.00 /day	-	\$0.00
Materials	\$27,507.00 Lump Sum	-	\$27,507.00
Overtime Hourly Rate (If required)	\$490.00 /hour	-	\$0.00
Sluice Gate Inspections and Measurements			
Description	Cost	# of Days	Total Cost
Daily Rate (Monday-Friday) (10-hour day)	\$4,572.00 /day	10	\$45,720.00
Weekend Daily Rate (If required) (10-hour day)	\$5,624.00 /day	-	\$0.00
Per Diem Rate (non-working weekend)(If required)	\$775.00 /day	-	\$0.00
Standby Day Rate	\$3,374.00 /day	-	\$0.00
Materials	\$4,959.00 Lump Sum	-	\$4,959.00
Overtime Hourly Rate (If required)	\$421.00 /hour	-	\$0.00
Allowances			
Description	Total Cost		
Crane Allowance	\$ 25,000.00		
Preliminary Cleaning Allowance	\$ 35,000.00		
Total Contract Amount:		\$587,640.00	

Estimated Completion Date:	
120 Days after Owner's Notice to Proceed	

The following is made part of this agreement:

- ☒ Certificate of Insurance
- ☒ Attachments for pricing purposes only
- ☒ ITB #9831880

This Agreement is entered into between Supplier and the City. The Additional Terms and Conditions below hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract by mutual agreement and written notice to the Supplier.

SUPPLIER REPRESENTS THAT ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO IS NOT AN EMPLOYEE OF SUPPLIER SHALL BE REQUIRED BY SUPPLIER TO COMPLY WITH THE WORKMEN'S COMPENSATION REQUIREMENTS ON THE REVERSE SIDE HEREOF.

***SUPPLIER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES THAT DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.**

SUPPLIER:	City of Fort Wayne
By (Signature): <i>Shannon Fleming</i>	By (Signature): <i>Tara Schitt</i>
Printed Name: Shannon Fleming	Printed Name: Tara Schitt
Date: 09/16/2025	Date: 9/23/25

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The relationship between City and Supplier is and shall at all times remain as independent contractors. Persons provided by Supplier to perform and deliver the Services shall be Supplier's employees under the sole and exclusive direction and control of Supplier and shall not be considered employees of City for any purpose. Supplier shall be responsible for compliance by Supplier's employees and any other person or entity contracted or permitted by Supplier to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hour, health and safety, and working conditions. Supplier shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Supplier's employees and any other persons or entities contracted or permitted by Supplier to provide and deliver the Services, including Social Security, unemployment, Workmen's Compensation, disability insurance and federal and state withholding. Supplier shall be responsible for providing such reasonable accommodations which may be required under the Americans with Disabilities Act, 42 U.S.C.12101 et seq. in order that any person with disabilities employed, contracted or permitted by Supplier to provide the Services to be able to perform the essential functions of such person's job-related duties. Supplier agrees to defend, indemnify and hold harmless City, to the extent permitted by law, from and against any loss, cost, claim, liability, damage or expense (including attorneys' fees) that may be asserted against or incurred by City as a result of Supplier's failure to comply with the covenants and obligations of this paragraph.
4. **INDEMNITY.** Supplier forever releases, discharges, acquits and agrees to defend, indemnify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees), judgments, settlements and penalties of every kind and nature

asserted against, charged to or imposed upon City which directly or indirectly arise or are associated with the performance and delivery of the Services by Supplier, the employees of Supplier or any person or entity contracted or permitted by Supplier to provide and deliver the Services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Supplier, any employee of Supplier or any person or entity contracted or permitted by Supplier to perform and deliver the Services, including, without limitation, damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorneys selected by City at City's expense or to be represented by Supplier's counsel at Supplier's expense, without waiving Supplier's defense, indemnity and hold harmless obligations to City contained herein. Supplier shall not settle or compromise any claim, suit or action or consent to entry or a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of the Services.

5. **LIMITATION OF LIABILITY.** Supplier's liability hereunder for any loss, cost, claim liability, damage or expense (including attorneys' fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent grossly negligent or willful misconduct by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform the obligations under this Agreement, Supplier shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

(a) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
Personal & Advertising Liability	\$1,000,000 any one person or organization
Products/Completed Operations Liability	\$2,000,000 aggregate
(b) Automobile Liability, including Hired and Non-Owned Auto	\$1,000,000 minimum per occurrence
(c) Worker's Compensation*	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

***SUPPLIER, AND ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.**

The Certificate of Insurance must show the City of Fort Wayne, its Departments and Divisions, as an Additional Insured and a Certificate Holder, and provide 30 days' notification of cancellation, modification 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

7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to the substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives, board members, or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors, board members, or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice, therefore.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **GOVERNING LAW, PREFERRED VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. The parties hereto agree that any action, proceeding, claim or dispute arising hereunder or relating hereto shall be brought and enforced in a court of applicable jurisdiction located in Allen County, Indiana and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at

their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.

23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

City of Fort Wayne
Sharon Tucker, Mayor
Purchasing Department
INVITATION TO BID



Invitation to Bid (ITB) Information

ITB.....#9831880
Description..... St Joe Dam Improvements Services
Pre-Bid Site Visit..... Wednesday, August 27, 2025, at 10:00 a.m.
ITB Due Date.....Thursday, September 4, 2025, at 11:00 a.m.

Bidder is allowed to visit the Site and conduct visual examination of the Site on Wednesday, August 27, 2025 @ 10 a.m. All access to the Site other than during the scheduled Site visit must be coordinated through email to: joshua.mahon@cityoffortwayne.org. On request, the Owner will provide Bidder access to the Site to conduct additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder must clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

All questions are required to be in writing and submitted via email to the following address: Joshua.mahon@cityoffortwayne.org by Thursday, August 28, 2025, at 11:00 a.m. Questions and answers will be documented and posted as an addendum on Quest by Friday, August 29, 2025, at noon.

Bids will be received electronically through QuestCDN vBid Online Bidding ONLY. The online bid portal will be open for vBid through 9/4/2025 at 10:59 a.m. Bid results submitted will be posted publicly immediately following this opening online at www.questcdn.com and <http://bidding.cityoffortwayne.org/city.php>

Information Resources:

Technical:
Josh Mahon
Telephone: (260) 427-2686
E-mail: joshua.mahon@cityoffortwayne.org

Purchasing:
Gayle Cooper
Telephone: (260) 427-1376
Email: gayle.cooper@cityoffortwayne.org

Instructions for Bidders

1. Bids will be received **Electronically through QuestCDN vBid Online Bidding ONLY**
2. Quote F.O.B. (Freight on Board) Destination if applicable.
3. If Bidder/Proposer has any proprietary information that cannot be disclosed, the proprietary information should be submitted as a separate package. Bidder/Proposer must understand that all information submitted is subject to public records request after award is made. If proprietary information is requested, bidder/proposer will be contacted and given an opportunity to defend its position that the information is proprietary.
4. If you are not willing to accept a split award (partial order), your submission must include the statement: "Bidding all or none."
5. Rate Definitions (Vendor Submission Form)
 - a. **Mobilization/Demobilization (Lump Sum):**
 - i. Fixed cost to deliver, set up, and remove equipment, materials, and personnel.
 - b. **Daily Rate (Mon–Fri):**
 - i. All-inclusive cost per day to perform the Work during regular hours.
 - c. **Weekend/Overtime Rate:**
 - i. Cost per day for any work performed on weekends, holidays, or after regular hours.
 - d. **Standby Day Rate:**
 - i. Cost per day when Contractor is on site but unable to work due to conditions outside their control.
 - ii. Standby will be compensable only when caused by City-directed suspensions, access restrictions by Owner, or force majeure events. No standby payment will be made for Contractor-caused delays.
 - e. **Materials (Lump Sum):**
 - i. Cost of all consumables, anchors, grout, sealants, and related items necessary for completion.
 - f. **Allowances (Crane & Preliminary Cleaning):**
 - i. Pre-set amounts the City has budgeted for crane use and cleaning, to be billed at actual cost up to the allowance.

Documents Required

The following documents must be completed, endorsed, and submitted with each bid **electronically through QuestCDN**. Failure to complete and return all documents requested will make your bid incomplete and will result in rejection of your bid by the City of Fort Wayne. **Click “Online Bid” when viewing the ad to access and submit these forms:**

1. Vendor Submission Form
2. Non-Collusion Affidavit

Documents Required of Awarded Bidder:

1. Certificate of Insurance:

Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

- (a) General Liability \$1,000,000 minimum per occurrence/\$2,000,000 aggregate Personal & Advertising Liability \$1,000,000 any one person or organization Products/Completed Operations Liability \$2,000,000 aggregate
- (b) Automobile Liability, including Hired \$1,000,000 minimum per occurrence and Non-Owned Auto
- (c) Worker’s Compensation*
 - Bodily Injury by Accident \$500,000 each accident
 - Bodily Injury by Disease \$500,000 policy limit
 - Bodily Injury by Disease \$500,000 each employee

*ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES AND DOES NOT CARRY WORKMEN’S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN’S COMPENSATION BOARD OF INDIANA. The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or nonrenewal. All Certificates of Insurance should be sent to the following address: City of Fort Wayne Purchasing Department 200 East Berry Street, Suite 490

2. Service Agreement
3. Baseline Construction Schedule: (activity-based with critical path, monthly updates) within 14 days of Notice to Proceed.

Notice to Bidders

1. The legal document, "Standard Terms & Conditions," may be obtained on the City's website at: Cityoffortwayne.org, Finance & Administration, Purchasing, and Standard Terms.
2. The City of Fort Wayne has the right and option to terminate the agreement upon written notice.
3. Quantities indicated are estimates only. City reserves the right to buy additional units of commodity specified at the quoted price.
4. Any exceptions to the specifications must be clearly set forth in the bid and may result in rejection of bid. It is the bidder's responsibility to show proof that goods being offered are of equal quality to those that were specified. If a specific brand is stated in the specification, a substitution will not be considered unless indicated.
5. Contractor shall understand and comply with the City of Fort Wayne Drug Policy as listed on the City of Fort Wayne website at: www.cityoffortwayne.org, Finance and Administration, Purchasing, Drug Policy.
6. Price Preferences (for Supplies Only): If Bidder wants to claim **price preferences** per Indiana Code 5-22, such as Local Indiana Business, Bidder must indicate the preference on their Vendor Submission Form. No claims for preference will be allowed by Owner after Bid opening.
7. Indiana Code allows procurement agents to consider giving preference to purchasing commodities manufactured in the United States that meet the conditions and specifications defined in the statute. This category includes the U.S. Manufactured and Steel Products Preferences: IC 5-22-15-25 and IC 5-22-15-21. Bidder must indicate the desired preference on their Vendor Submission form. No claims for preference will be allowed by Owner after Bid opening.
8. Indiana Legal Employment: Pursuant to IC 22-5-1.7, Vendors shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program. As a condition of being awarded any contract, the successful Bidder shall execute the E-Verify Affidavit, affirming that the Vendor does not knowingly employ an unauthorized alien and further affirming that Vendor has enrolled in and is participating in the E-Verify Program.
9. All equipment which runs on electricity will carry the energy star rating whenever possible. Computer equipment, etc., may be selected because it meets this specification over competitors that do not.
10. The owner reserves the right to waive any and all formalities and informalities or to reject any and all Bids. The Owner shall accept Bids which, in their judgment, are deemed in the City's best interest. Bids received after the time set are rejected.
11. All expenses incurred in the preparation of a response to this Request shall be borne by the bidder. In the event the City deems it necessary to cancel any bid, no refunds will be issued to planholders or bidders.
12. All submitted bids shall become the property of the City of Fort Wayne.
13. The City is exempt from the payment of state sales and federal taxes.
14. The City reserves the right to reject any bids. The City's intent is to award to the lowest responsive, responsible bidder.
15. Mercury Free Specification
Bidders must offer mercury-free alternatives to all products which contain intentionally added mercury (mercury added products) where such alternatives exist.
Should such alternatives not be available, bidders must submit with their response a list of products without mercury-free alternatives and an explanation of why alternatives are not available. City reserves the right to reject any and all bids that do not provide mercury-free alternatives or an adequate explanation which city deems acceptable.

SPECIFICATIONS:

1.01 SUMMARY OF WORK

- A. The Work is located at the St Joe Dam, Fort Wayne, Indiana.
- B. The Work to be performed under this Contract included, but not limited to, constructing the Work described below and all related appurtenances. The Work includes, but is not limited to, the following:
 - 1) Perform any required preliminary cleanings to allow for inspections and installations.
 - 2) Install four (4) pairs of Owner-furnished stop log guides (three exterior, one interior) into existing guide slots per Whipps O&M Manual and approved installation drawings, including all grout, anchors, sealants, and required components. Documents can be found in the attachments section.
 - 3) Inspect and measure six (6) sluice gates and provide a comprehensive digital report including all required dimensions, sketches, videos and observations.
 - 4) Coordinate all work with City operations staff for shutdowns and gate closures.
 - 5) Perform watertight testing of installed stop log guides with City present at final inspection.
- C. Owner-furnished Materials and Equipment
 - 1) Four (4) stop log guides furnished by the Owner, to be installed by Contractor.
 - 2) City-supplied gantry crane and hoist available for stop log handling.

1.02 PRELIMINARY CLEANINGS

- A. Contractor shall conduct any preliminary cleanings as required to facilitate inspections of the six (6) sluice gates and install the four (4) stop log guides.
- B. Cleanings includes removal of debris, sediment, etc. as required by the Contractor to adequately complete work.

1.03 STOP LOG GUIDE INSTALLATION

- A. The Contractor shall install a total of four (4) stop log guides into existing guide slots as shown in Attachment #1.
- B. Installation shall conform to the Whipps. Inc. Operation & Maintenance Manual (Attachment #2) and the approved installation drawings (Attachment #3).
- C. The City shall furnish four (4) pairs of stop log guides.
- D. Stop log guide location and weights
 - 1) Three (3) pairs of exterior stop log guides in inlet channels – 620 lbs per assembly.
 - 2) One (1) pair of interior stop log guides in inlet well – 550 lbs per assembly.
- E. Guides shall be installed in original guide slots on site.
- F. Contractor shall supply grout, anchors, sealants, and components per Whipps requirements.
- G. Contractor shall provide crane and rigging equipment, submitted for approval prior to use.
- H. Interior installation access through screen room garage shall be confirmed by Contractor prior to bid.

1.04 SLUICE GATE INSPECTION AND MEASUREMENTS

- A. The Contractor shall inspect six (6) sluice gates and provide detailed specifications and measurements as outlined in this document.
- B. Contractor shall supply all measuring instruments, gauges, and equipment.

C. Required measurements to be documented:

1) Stem Lengths

- a. The stem is the long rod that moves up and down to open/close the sluice gate.
- b. Measure and document the length of each individual stem and the total length.

2) Thread Size on Stem

- a. The dimensions of the spiral grooves (threads) that wrap around the stem must be recorded.
- b. Diameter measured with dial caliper.
- c. Threads per inch (TPI): The number of threads within one inch of the stem.
- d. Hand: Identify if the thread is right- or left-handed (Right-hand threads tighten when turned clockwise).
- e. Lead: The distance the stem moves up or down with one full rotation.
- f. Thread Type: ACME or Stub ACME.
- g. Process: Determine if the threads are rolled or cut (Rolled threads may vary in size from standard dimensions, e.g., a 2.50" stem might measure 2.45").

3) Thread Gage

- a. Assess how loose the gage is in the stem threads.
- b. Take a video while moving the gage up and down on the thread.
- c. Contractor shall supply City approved gage required to measure components of the sluice gates.

4) Stop Nut

- a. Verify the presence of a stop nut at the end of the stem to prevent over-rotation or loosening.
- b. Confirm and document the thread size if a stop nut is present.

5) Crank or Handwheel Size

- a. Measure and record the size of the crank or handwheel used to operate the sluice gate.

6) Gearbox Ratio

- a. Mark the operator nut and gearbox.
- b. Rotate the handwheel and count the number of revolutions required for the operator nut to complete one full revolution.
- c. Document the gearbox ratio.

7) Nut Pocket or Thrust Nut Size

- a. Measure and document the following dimensions: length, width, and height.
- b. Provide a rough sketch of the existing thrust nut.
- c. If applicable, document Chapman thrust nuts with a tang, including the width and depth of tang.

8) Wall to Step Distance

- a. Measure and document the distance from the wall to the stem.
- b. Standard split stem guide assemblies should fall within: small bracket (3" to 12' range) or large bracket (3" to 19" range).

9) All other dimensions required to replace the components the sluice gate system components and to provide a fully functional system.

D. Deliverables

1) The Contractor must provide a detailed report in an organized manner and submitted in a digital format including:

- a. Measurements and specifications as outlined above.

- b. Supporting video for thread gage assessment.
- c. Sketches for thrust nut dimensions.
- d. Any additional observations or irregularities found during the inspection.

1.05 SEQUENCING, ST JOE DAM OPERATION AND SHUT DOWN

A. Preliminary Cleanings and Repairs

- 1) Preliminary cleanings if required must be completed first.
- 2) City's operation staff will shut down channel sluice gates as required by the Contractor.

B. Interior Stop Logs Guides Installation

- 1) Must precede all inspections/installations except preliminary cleaning.
- 2) Six (6) hour full shutdown windows will be provided by City.
- 3) Contractor must reach secure, watertight stopping point each day

C. Sluice Gate Inspections

- 1) General Inspection Procedure
 - a. Interior stop logs must be in place before inspections.
 - b. Inspection of sluice gates may be done after installation of interior stop logs.
 - c. Once stop logs are installed, City operations staff will lock out the two (2) pumps that are open to the side of the inspection of the sluice gates.
 - d. Contractor shall coordinate with City operations staff to unlock and lock pumps as Contractor moves from screen #1 sluice gate inspections to screen #2 and #3 sluice gate inspections.

D. Exterior Stop Log Guides Installation

- 1) May commence after interior stop log installation.
- 2) Contractor shall coordinate with City Operation staff for sluice gate closures and openings to work on specific channels.
- 3) Only one sluice gate may be shut at a time.
- 4) Pump station otherwise remains in full operation.

- E. Contractor must coordinate daily secure, watertight stopping points with City during any shutdown windows.

1.06 USE OF PROJECT SITE

A. The cleanings, installation, and inspection shall be within the boundaries of the St Joe Dam.

- 1) Limit all activity to areas shown in Attachment #5.
- 2) Maintain buildings in weather-tight condition.
- 3) Promptly repair damage to premises caused by construction operations. Upon completion of the work, restore premises to specified condition; if condition is not specified, restore to pre-construction condition.
- 4) Contractor access to the site shall be via the automatic gate. A key fob for the automatic gate and front entrance will be provided.
- 5) Contractor shall maintain staging areas during construction in a manner that will not obstruct City's operations. Work shall proceed in an orderly manner, maintaining construction site and staging area free of debris and unnecessary equipment or materials.
- 6) Store materials and equipment neatly and compactly in locations that cause minimum inconvenience to City.

- B. Site used for staging, storage, and work areas shall be restored to existing conditions at the conclusion of the project.

- C. The screen room includes a garage door opening, providing access for materials and equipment.

1.07 SAFETY AND PROTECTION

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1) all persons on the Site or who may be affected by the Work;
 - 2) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3) other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall inform City of the specific requirements of Contractor's safety program with which City's employees and representatives must comply while at the Site.
- C. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and City has issued a notice to Contractor in accordance with the Work that it is acceptable.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Contractor shall maintain an incident log and report any accidents or near-misses immediately to the City.

1.08 OTHER PROJECT CONSTRAINTS

- A. All work at the site will be performed during regular working hours, Monday through Friday. Contractor will not perform work on a Saturday, Sunday, or any legal holiday. Contractor may perform work outside of regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld. Regular working hours are between 7:00 am and 5:00 pm.
- B. Shutdown windows may occur within regular hours; if an after-hours shutdown is essential to protect operations, Contractor shall request written approval and will be compensated at the agreed Weekend/Overtime Rate only if preapproved in writing.
- C. Contractor will sign a service agreement identical to Attachment #7 other than insertion of required information to fill out the agreement.
- D. The Contractor will be required to complete work by specified date agreed to by City and Contractor.
- E. Any work allowance, if not authorized, will be deducted from the contract at the end of the project.
- F. Any changes to the work schedule must be communicated in writing and approved by the City. Request for changes must be submitted at least 48 hours in advance.

1.09 FINAL INSPECTION

- A. Contractor will conduct an initial inspection after installation of stop log guides.
 - 1) Check that the stop log grooves are installed straight and plumb with no misalignments.
 - 2) Ensure all anchors, bolts and fasteners are properly torqued and secured.
 - 3) Inspect grout application to confirm full coverage with no voids or gaps.
 - 4) Assess the seals for any signs of damage, misalignment, or debris.
 - 5) Contractor shall install stop logs into guides and conduct a water-tight test, verifying no excessive leakage at seals and junctions complying to manufacturer's allowances.
- B. The City will provide a gantry crane and hoist for stop log installation and removal.
- C. City will conduct a final inspection of all installed components to ensure compliance with specification and performance requirements.
 - 1) Contractor shall remove stop logs at the end of the final inspection.

General Conditions:

City of Fort Wayne Division of Utilities will receive proposals via Quest Online Bidding Only.

City of Fort Wayne Division of Utilities reserves the right to accept/reject any or all quotes, which in its judgment will be in the best interest of the public. Quotes will be evaluated on cost. City of Fort Wayne Division of Utilities reserves the right to negotiate after quotes are opened, with any potential Contractor/s if deemed necessary. City of Fort Wayne Division of Utilities reserves the right to interview bidders. A copy of the proposed service agreement is included as an Attachment to this RFQ.

It is the intent of City of Fort Wayne Division of Utilities to select the best quote and enter into a contract with selected Contractor.

Vendor Submission Form

Mobilization / Demobilization			
Description	Total Cost		
Mobilization	\$	Lump Sum	
Demobilization	\$	Lump Sum	
Preliminary Cleanings (If Required)			
Description	Total Cost		
Daily Rate	\$	/day	
Weekend/Overtime Rate (If required)	\$	/day	
Per Diem Rate (non-working weekend)(If required)	\$	/day	
Standby Day Rate	\$	/day	
Stop Log Guide Installation			
Description	Cost	# of Days	Total Cost
Daily Rate (Monday-Friday)	\$ /day	70	\$
Weekend/Overtime Rate (If required)	\$ /day	-	\$
Per Diem Rate (non-working weekend)(If required)	\$ /day	-	\$
Standby Day Rate	\$ /day	-	\$
Materials	\$ Lump Sum	-	\$
Sluice Gate Inspections and Measurements			
Description	Cost	# of Days	Total Cost
Daily Rate (Monday-Friday)	\$ /day	10	\$
Weekend/Overtime Rate (If required)	\$ /day	-	\$
Per Diem Rate (non-working weekend)(If required)	\$ /day	-	\$
Standby Day Rate	\$ /day	-	\$
Materials	\$ Lump Sum	-	\$
Allowances			
Description	Total Cost		
Crane Allowance	\$ 25,000.00		
Preliminary Cleaning Allowance	\$ 35,000.00		

The Work will be complete 120 days after Owner's Notice to Proceed.

Bids must include all the preceding information requested by the Purchasing Department.

Pricing to be entered through Quest Online Bidding Worksheet.

ATTACHMENT 1
LOCATION OF STOP LOG GUIDES TO BE INSTALLED

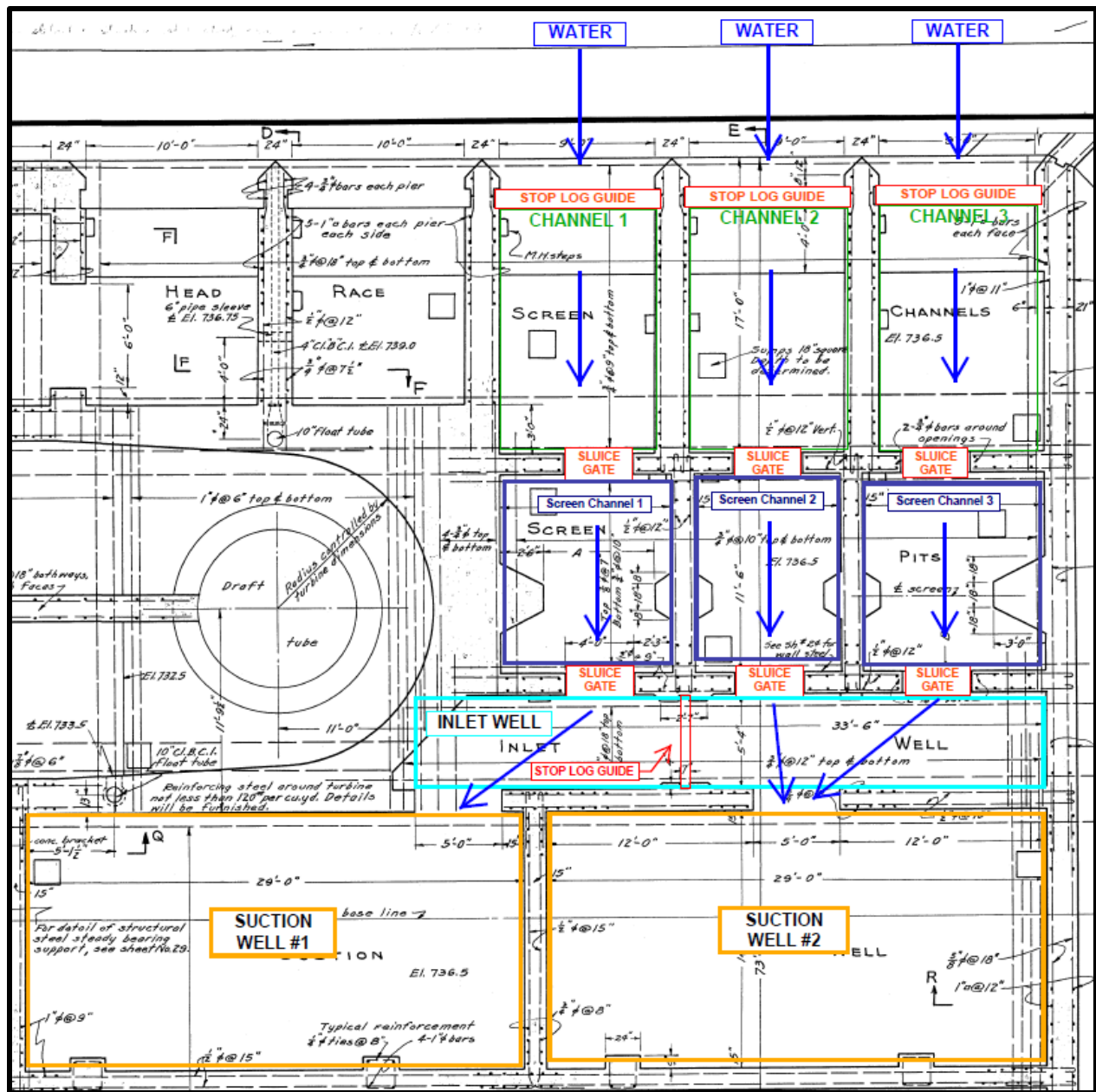


Figure 1: Depiction of the St Joe Dam showing flow of water

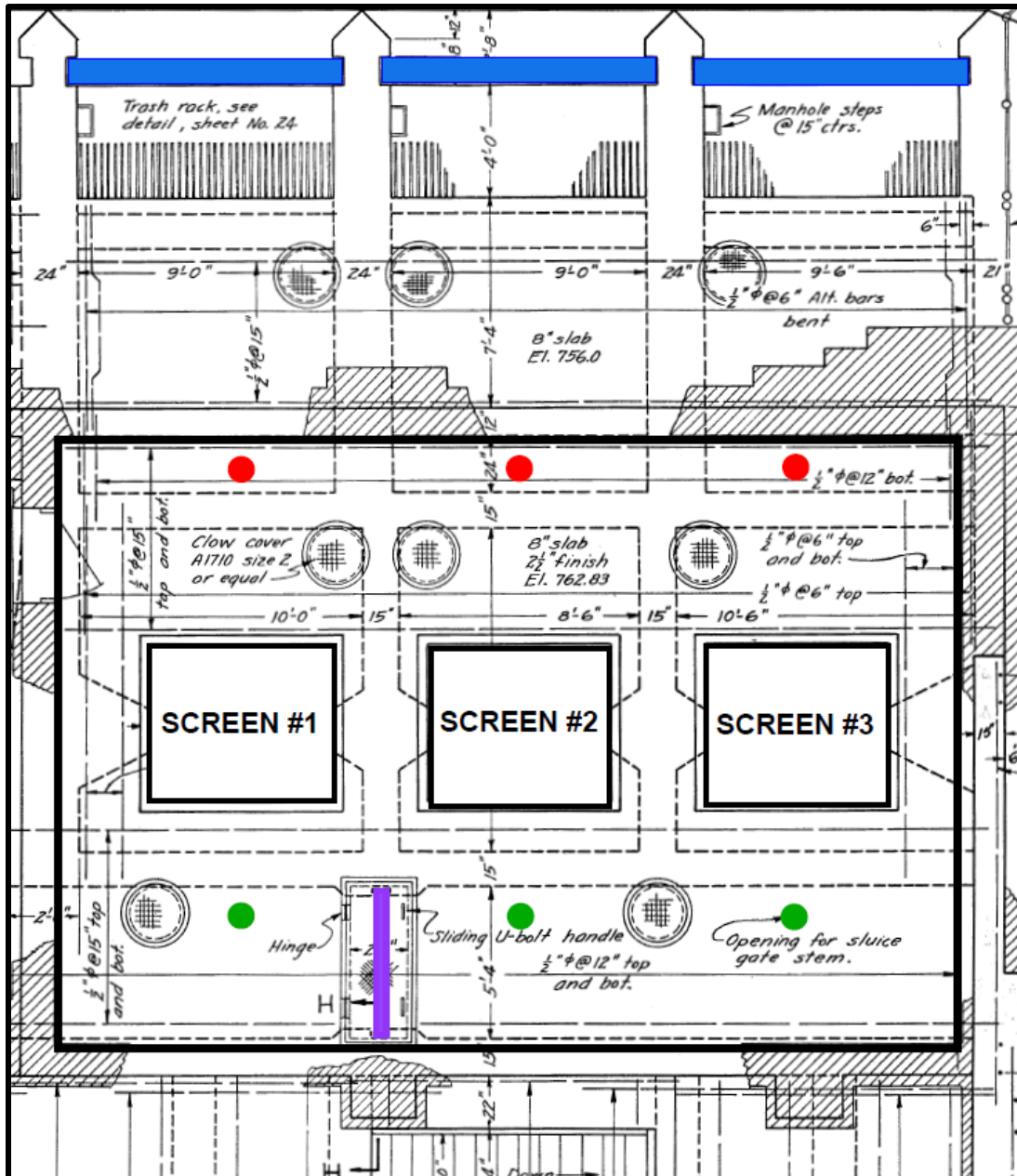


Figure 2: Labeled Depiction of Work Area (Black rectangle area = screen room)

Key for Figure 2:		
Color	Quantity	Components
Blue	3	Exterior Stop Logs
Purple	1	Interior Stop Logs
Red	3	Northwest (NW) River Side Sluce Gates
Green	3	Southeast (SE) Pump Side Sluce Gates

ATTACHMENT 2

WHIPPS O&M MANUAL



OPERATION & MAINTENANCE MANUAL

ALUMINUM STOP LOGS

**St Joe's Dam
Fort Wayne, IN**

Your PO#: 24574068
Whipps Inc. Ref: # 34118

REPRESENTATIVE:
FACO Waterworks
8651 Castle Park Drive
Indianapolis, IN 46256
Telephone: (317) 842-3226

MANUFACTURER:
Whipps Inc.
P.O. Box 1058
370 South Athol Road
Athol, MA 01331
(978) 249-7924
(978) 249-3072 Fax

TAG NUMBERS – Whipps 34118

<u>Drawing #</u>	<u>Gate Type</u>	<u>Size</u>	<u>Location</u>	<u>Tag Numbers</u>
BC-510-2125	510 Stop Logs	107-1/4" x 234"	Screen Channel #1, 2 & 3	N/A
BC-510-2126	510 Stop Logs	56" x 295-1/4"	Interior Channel	N/A

Table of Contents

SECTION A	Installation, Operation & Maintenance Manual Aluminum Stop Logs
SECTION B	Aluminum Stop Logs Material and Engineering Standards
SECTION C	Aluminum Stop Logs Installation Drawings
SECTION D	Trouble Shooting Guide Whipps, Inc. Warranty Preventative Maintenance Whipps Gate Parts Ordering Adhesive Recommendation

Stop Log Assemblies

Installation Instructions

Introduction

This manual describes the recommended methods of installation, initial operation and maintenance for Whipps, Inc. stop log assemblies and related components. This manual should be used in conjunction with the approved installation drawings provided by Whipps, Inc.

Whipps, Inc. stop logs are custom built to meet the requirements of each specific application. The stop logs provided have low leakage characteristics. However, care must be taken in the handling, storage and installation of the equipment to ensure that it will function as intended and restrict leakage within the specified parameters.

The information in this manual is intended only as a recommendation for the proper and satisfactory installation of our equipment. Whipps, Inc. assumes no liability, expressed or implied, for the interpretation of the recommendations or faulty installation of the stop logs. Whipps, Inc.'s responsibility is limited to defects in manufacturing.

Handling and Storage

To prevent personal injury or equipment damage, follow standard safety procedures when handling equipment and be sure rigging equipment is properly set and in safe working condition.

When unloading the equipment from the box trailer or flat bed truck, use care during removal and storage. If the equipment has been shipped mounted to a wooden skid, lift the skidded material from the bottom.

If damage has occurred in transit, file the necessary report with the freight carrier and contact Whipps, Inc. immediately.

Thoroughly review the packing list and compare the items on the list to the equipment received.

Although Whipps Inc. stop logs are durable and heavily constructed, care is necessary during storage, handling and installation. The seals along the sides and bottom of each log should be protected from damage.

Equipment should be stored on planks or timbers on a flat surface to keep them off the ground and to prevent distortion. Equipment should be covered with tarps to protect the equipment from foreign matter while stored. Where there are a number of stop logs or grooves (aka guide frames) and where storage space is limited, it may be necessary to stack them with heavy timber blocking placed between the equipment to prevent damage. When stacking equipment, take care to avoid damaging the seals on the stop logs or distorting the grooves.

Installation

Installation - General

The most important aspects of a stop log installation are listed in this section. If these recommendations are followed, a proper installation is assured.

Carefully review the installation drawing for each assembly prior to installation to confirm proper setting. If the installation drawings are not available, please contact Whipps Inc. at 978-249-7924 or www.whipps.com.

Installation - Embedded Grooves (aka Guide Frames)

1. On grooves with embedded guide frames and/or an embedded invert member, box-outs or recesses are required in the channel walls and/or the channel floor during the concrete pour. The box-outs shall be of sufficient size to accommodate the groove assembly. See installation drawings for dimensional information.
2. The groove assembly must be well supported prior to the addition of grout to prevent distortion. Distortion of the groove may make installation of the stop logs difficult and may cause excessive leakage.
3. The invert member shall be mounted flat on the horizontal plane and the guide frames shall be perpendicular to the invert member. This interface between the bottom of the guide frames and the invert member is important to ensure proper sealing.
4. Care should be taken to keep the inside the groove and the seals on the stop logs free from grout or debris.

Installation – Grooves Mounted with Anchor Bolts

Note: We recommend that a minimum space of 1” be allowed for any gate or accessory that requires grouting.

When anchor bolts are furnished for mounting the grooves, the location and projection of the anchor bolts will be shown on the installation drawing. In most cases, epoxy or wedge type anchor bolts will be utilized. When hook type anchor bolts are utilized, the anchor bolts should be placed in the holes drilled in the forms at locations indicated on the drawings. The hook ends of the anchor bolts should then be wired to the opposite form or to reinforcing rods to hold the bolts firmly in place.

Where grooves are mounted with anchor bolts it is necessary that a uniform grout pad (non-shrink grout) or a resilient gasket be placed between the groove and the concrete wall. This grout or gasket is necessary to serve as a seal between the groove and the wall and the type will be indicated on the installation drawings. The projection of the anchor bolts, shown on the installation drawings, includes provisions for the grout or gasket.

When a gasket is utilized to seal between the groove and the wall, the wall will need to be straight and plumb. If the wall is not straight and plumb, leakage can occur between the groove and the wall. Removal of the groove, modifications to the wall and re-installation of the groove may be required to rectify this situation.

Grooves should not be mounted directly to a wall without grout or a gasket as this will result in leakage between the groove and the wall.

1. All anchor bolts should be checked prior to installation to ensure that the threads are undamaged. Anchor bolts should be installed as recommended by the anchor bolt manufacturer.
2. For face-mounted installations, install the grooves using the jacking nuts on the anchor bolts as shown on the installation drawing. If the jacking nuts are not installed and the outside nuts are overtightened, groove distortion can occur and this can lead to difficulty installing and removing the stop logs and excessive leakage. Groove distortion can provide an inconsistent mounting surface for the seals that are mounted on each stop log. Note that jacking nuts are not shown or applicable for channel-mounted installations. Shims may be used to level channel-mounted grooves if needed.
3. In most cases, two nuts will be provided for each anchor bolt. Refer to the installation drawings for details. The jacking nut, should be installed on the anchor bolt prior to mounting the groove, **leaving approximately 1 inch for the insertion of grout.** The jacking nut needs to be positioned to ensure that the groove will be mounted vertically even if the concrete wall is not straight and plumb.
4. After anchor bolt and jacking nut installation, the groove should be lifted and carefully set in place in such a way as to not damage the threads on the bolts. After the groove is mounted on the anchor bolts, attach the other nuts on the anchor bolts. The use of the double nut arrangement helps to ensure that the groove will be mounted straight and plumb and can be firmly tightened into position without distortion.
5. With the groove located approximately 1 inch from the wall, forms should be mounted around the flange and a non-shrink grout should be placed between the groove and the concrete wall. The grout needs to be completely applied around the perimeter of the groove as shown on the installation drawings. All voids should be filled with grout to ensure that leakage cannot occur between the groove and the wall.
6. Care should be taken to avoid getting grout on the inside of the groove or on the seals. All grout that adheres to the inside of the groove or the stop log seals should be removed.
7. Channel-mounted invert sill plates should be installed as shown using the jacking nuts provided to level the plate. Grout should be filled as needed between the underside of the sill plate and the channel invert in the same manner as the stop log grooves.

Nut Tightening Torque

Proper tightening of the nuts on anchor bolts holding the groove to the wall may prevent serious problems in operation or performance of the equipment. Tabulated below, are recommended torque values for common fastener sizes.

*DIAMETER (in.)	TORQUE (ft.-lb.)
1/2	35
5/8	75
3/4	100
7/8	150
1	200

Installation /Removal – Stop Logs

After the groove assembly has been installed and cleaned of all debris, stop logs can be added. If provided, use the stop log lifter in conjunction with a crane or similar lifting device to raise the lifter and the stop log. Make sure that the stop log is positioned correctly. The seals should be on the “dry side” so that the water pressure pushes the stop log seals against the inside of the stop log groove. Lower the lifter and stop log into the groove and release using the lanyard release on the lifter. This procedure should be repeated depending on the number of stop logs.

Check the installation drawing to ensure that the correct quantity of stop logs is installed. In some cases, it will be necessary to review the installation drawings to confirm the proper sequence for adding the stop logs. (Some stop logs may be provided with orifices, differing heights, etc.)

The procedure should be reversed when removing the stop logs. When removing the stop logs, handle the stop logs with care. Install the stop logs in the storage racks or in a stack. Handle and store in such a way as to avoid damaging the seals.

Installation Inspection Check List

1. Check the groove assembly to ensure it has been installed straight and plumb.
2. Check the inside of each groove assembly and check each stop log for grout, debris or damage.
3. Check the outside nuts on the anchor bolts for proper tightness.
4. On wall mounted groove, check the grout or gasket used to seal between the groove assembly and the wall.



P.O. Box 1058 • 370 South Athol Rd.
Athol, Massachusetts 01331
Phone: (978) 249-7924
Fax: (978) 249-3072

TROUBLE SHOOTING GUIDE - STOP LOGS

As outlined in the beginning of this manual, the installation is the single most important aspect and consideration of a properly functioning Stop Logs.

Symptom	Cause	Remedy
Excessive Leakage (through stop logs)	Concrete, grout or debris on the slide, seats and/or seals.	<i>Remove foreign material.</i>
Excessive Leakage (through stop logs)	Distorted frame (i.e. anchor bolts tightened unevenly or insufficient bracing during embedment.	<i>Remove groove from wall and re-mount if undamaged. Consult factory if damaged.</i>
Excessive Leakage (through stop logs)	Damaged seals.	<i>Open gate and visually inspect seals for damage. Consult factory for replacement seals.</i>

For problems not covered in this guide, please consult the Whipps, Inc. Service Department between 8:00am - 5:00pm EST at (978) 249-7924.

If possible, please have the five-digit Shop Order Number and/or the Whipps drawing number of the equipment when calling.

Whipps, Inc. Warranty

1 Year Warranty

To the Owner of this equipment:

Thank you for purchasing our equipment. Below are the terms under which our equipment is warrantied.

- 1.) The seller guarantees this equipment to be free of defects in material and workmanship for one (1) year from date of delivery to Buyer's destination. Seller agrees to repair or replace all defective parts during the stated warranty period. It is the responsibility of the Buyer to provide Whipps, Inc. notice of such defects immediately. The Seller shall determine whether or not the equipment shows unmistakable evidence of defective material and workmanship. The cost to the Seller shall not exceed the cost of part repair and replacement and in no case shall the Seller be liable for any consequential losses or damage. The Seller's liability will cease and terminate entirely at the end of the warranty year.
- 2.) The above terms are valid if the equipment is used as directed. If the equipment has been modified in anyway without the prior written consent of Whipps, Inc., all terms of this warranty are void.

370 South Athol Road
Athol, MA 01331
(978) 249-7924
whipps.com

Whipps, inc.
Quality Since 1977

2/21/18 TDCC
030-3

Preventative Maintenance

Stem - Where stem guides are used they should be aligned on the channel to provide uniform clearance between the stem and the stem guide halves. Visually inspect the threaded portion of the stem. It must be clean and free of foreign matter, including dirt or sand, and lubricated with suitable industrial grease. Clean with a dedicated stainless steel brush to prevent cross contamination, apply grease. Do not use a carbons steel brush! The stem should be thoroughly cleaned and lubricated, with a heavy-duty grease at start-up and every six months. We suggest every 3 months whenever exposed to severe dust or heavy particles. The stem must remain free of grit and be sufficiently lubricated to prevent accelerated wear to the operating nut (mounted on the slide).

Seals- Visually inspect for damage. Cuts or debris that may gouge the seals causing it not to seal correctly. Consult factory for replacement seals.

Manual Operators - Manual operators are lubricated at the factory and do not require further lubrication before initial operation. The stop collar should be threaded on to the stem only after the operator has been installed and the gate is in the fully closed position. There should be approximately 1/16" of clearance between the bottom of the stop collar and the top of the operating nut. The set screw should then be tightened to hold the stop collar in place. The crank or handwheel should turn easily. If there is any binding in operation, check to be sure that the stem guides and stem are properly aligned. At least every 6 months or as needed, all grease fittings should be lubricated with a small amount of Mobil Grease Special or equal, which will not harden in cold weather or become liquid in warm weather.

Electric Operators - The instruction manual furnished with electric motor-driven floor stands should be read carefully before the unit is installed. The gate must be manually opened about 3" before initial electric operation is attempted. Check motor rotation by activating the "open" circuit making certain the gate travels in the "open" direction. Revise motor leads to obtain proper rotation if necessary. The gate should not be operated electrically through its full travel until both "closed" and "open" geared limit switches have been properly set. Adjust the "open" switch so that the opening cycle does not allow the end of the thread of the operating stem to enter the floor stand nut. Geared limit switches cannot be factory set and must be set by the contractor at the jobsite. The torque switches have been properly set at the factory and should not need adjustment.

Whipps Gate Parts Ordering

It should be noted that each Whipps gate installation is a custom fabrication, designed to suit the specific structures and environmental conditions specific to individual projects. As such, Whipps does not maintain a parts list for gate components that would be typical to the many various sizes and models of project-specific installations.

All Whipps gate components are designed for long service life, with materials selected for durability in a wide variety of adverse environments. There are no specific components that would be considered "wear-items", or parts that might have a pre-determined shorter service life than other components.

In the event that a replacement part is needed, an exact duplicate *may* be readily obtained by contacting the Whipps Parts Department. The following procedure *may* be followed to ensure that the needed part is correctly identified and accurately reproduced:

1. Each Whipps gate installation is provided with an Identification Tag (shown at right) that includes the pertinent identifying gate information. This tag will be located on the top of the yoke channel on self-contained gates, and on the pedestals of non-self-contained installations.

	SALES ORDER.#
	TAG#
	GATE# BC-
	ATHOL, MA WWW.WHIPPS.COM (978) 249-7924

2. Contact Whipps Parts:
Casey Aucoin, Parts Sales
(978) 249-7924, Ext. 335
caseya@whipps.com

3. Provide Whipps 5-digit S.O. number and the gate-specific drawing number, beginning with prefix "BC" as shown in graphic, above.

4. Each Whipps gate installation drawing is included with your project-specific Operation and Maintenance manual. Locate the installation drawing that corresponds to the drawing number shown on the Whipps gate tag. Specific gate components such as frames, slides, operators, stems, etc. are shown on the installation with sections and detail drawings also referenced. The part requiring replacement will be identifiable on either the installation drawing or referenced gate sections or detail drawings.

5. With the pertinent information provided, Whipps Parts personnel will aid in and/or confirm identification of the part required and begin production of an exact duplicate. Lead times *may* vary depending on the part required, with some parts available for same-day shipping and overnight delivery.

ADHESIVE ANCHOR RECOMMENDATIONS

ADHESIVE SUPPLIED BY INSTALLER TO BE:

- **HILTI** HIT RE500 V3 EPOXY ADHESIVE
- **ITW RAMSET / REDHEAD** EPCON CERAMIC 6 EPOXY ADHESIVE
- OR APPROVED EQUAL

Whipps Inc. Supplies the Threaded Rod, Nuts & Washers required for installation.

Unless otherwise noted, the embedment depth required for each size anchor will be

Anchor Diameter	Embedment Depth
1/2"	4-1/2"
5/8"	6"
3/4"	7"
7/8"	8"
1"	9"

Title: Adhes. Anchor Rec.
Date Created: 1/24/20
Owner: Eng. Director
Controlled Doc. # F030-48



WATER CONTROL GATES

P.O. Box 1058 - 370 South Athol Road
Athol, Massachusetts 01331, USA
Tel (978) 249-7924 Fax (978) 249-3072
www.whipps.com

CUSTOMER FEEDBACK

Order #		Date	
Reported by			
What's Wrong or Complaints			
What's Good or Kudos			
Other or Improvement Suggestions			
Review Completed		Date	

ATTACHMENT 3

STOP LOG SHOP DRAWINGS

Whipps, inc.

P.O. Box 1058 • 370 South Athol Rd.
Athol, Massachusetts 01331
Phone: (978) 249-7924
Fax: (978) 249-3072

9/19/24

City of Fort Wayne
Fort Wayne City Utilities Engineering
200 E. Berry Street
Suite 250
Fort Wayne, IN 46802

Attn: Josh Mahon

Subject: St. Joe's Dam Stop Logs
Resubmittal 2
Your P.O. No.: 24574068
Our Ref. # 34118

Mr. Mahon:

Please find enclosed the following shop drawings and submittal information for the above-mentioned project for your review and approval.

A-341-180	Aluminum Stop Log Material & Engineering Standards
A-341-181	Stop Log Design Calculations (MA PE-Stamped)
A-341-181	Stop Log Design Calculations (MA PE-Stamped)
MA PE-Stamped Drawing Set (9 Pages)	
BC-510-2125	Series 510 Alum. Stop Log Install. 107-1/4" x 234"
BC-510-2125-S2	Series 510 S.S Groove Sections
BC-510-2125-S3	Groove Installation Details
BC-510-2125-S4	Series 510 Alum. Stop Log Detail
ST-100-008	Alum. Stop Log Lifter for Series 510 Stop Logs
BC-510-2126	Series 510 Alum. Stop Log Install. 56" x 295-1/4"
BC-510-2126-S2	Series 510 S.S Groove Sections
BC-510-2126-S3	Series 510 Alum. Stop Log Detail
BC-510-2126-S4	Alum. Stop Log Lifter for Series 510 Stop Logs
Adhesive Anchors Recommendations Sheet	
Stop Log Assemblies Installation Instructions (6 Pages)	

Again, please note that the above-listed proposed equipment is submitted as our best interpretation of the latest versions of available contract documents. **It is Whipps, Inc. policy that all equipment is fabricated per approved submittal drawings only. Verification of all elevations and dimensions relating to any existing and/or proposed structures is the responsibility of the reviewing engineer and the contractor.** We ask that this careful verification be provided to ensure that the equipment submitted herein is properly fabricated to suit the desired locations.

Also note that a complete set of stamped drawings, including installations, sections and details are enclosed herein. As the scanned stamped copies from our PE are of poor quality, clear copies of all submittal drawings are also included.

A complete O & M manual will be provided prior to shipment that will include the approved shop drawings.

Please respond accordingly with any further concerns, or if any additional documentation is needed.

Sincerely,
Whipps, Inc.



Steve Barnes

Cc: FACO Waterworks

ENGINEERING STANDARDS

Whipps, Inc.

370 South Athol Rd, Athol MA 01331

DATE

7/16/24

DRAWN BY

KS

S.O. NUMBER

34118

DRAWING NUMBER

A-341-180

REV

A

STOP LOG ASSEMBLY

WELDING TO AWS D1.2 – LOGS & GROOVES

LOGS

- MIN THICKNESS 1/4" ALL PARTS
- MAX BENDING STRESS 7,600 PSI @ MAX HEAD
- MAX BENDING DEFLECTION < 1/360 OF SPAN

GROOVES

- MIN THICKNESS 1/4" ALL PARTS

MATERIAL STANDARDS

LOG BODY

LOG CORNER SEALS

LOG INVERT SEAL

STOP LOG GROOVE

LOG LIFTER

FASTENERS

ANCHORS

ASTM B221, TYPE 6061-T6 ALUMINUM
MOULDED POLYURETHANE

ASTM D2000, 60 DUROMETER NEOPRENE

ASTM A240, TYPE 304 STAINLESS STEEL

ASTM B221, TYPE 6061-T6 ALUMINUM

ASTM A276, TYPE 316 STAINLESS STEEL

ASTM A276, TYPE 316 STAINLESS STEEL

THE SOMETIMES SPECIFIED ASTM B308 IS SPECIFIC TO ALUMINUM 6061-T6 STANDARD EXTRUSIONS ONLY.
ASTM B221 APPLIES TO ALL ALUMINUM 6061-T6 EXTRUSIONS, BOTH CUSTOM & STANDARD.

Page 1
CALCULATION SHEET

Sheet No. A-341-181
Project: St. Joe's Dam
Whipps #: 34118
Gate Ref: Whipps Dwg. BC-510-2125

Prepared By: S. Barnes
7/23/2024
Rev.: A

Calculations

1. Allowable Leakage Rates
2. Stoplog Design

1. Leakage Rates

Stoplog Aperture Width = 107 in
Stoplog Installed Depth = 234.0 in
Stoplog Type (1st) = 510+, 12" Deep
Quantity (1st) = 19
Stoplog Type (2nd) = N/A
Quantity (2nd) = 1

Seal Periphery = 2,611 in
Allowable Seating Leakage rate = 0.05 gal/min/ft of seal periphery
Allowable Installation Leakage = 10.9 gal/min

2. Stoplog Design

Design Head on gate Invert = H = 20.0 ft = 240.0 in
Aperture Width = L = 107 in
Density of Water = ρ = 62.4 lb/cu.ft = 0.0361 lb/cu.in
Material Modulus = E = 1.01E+07 psi Aluminum

1st Stoplog Type

Stoplog section depth = d = 12.25 in
Stoplog section Moment of Inertia = I = 98.54 in⁴ Log type 510+, 12" Deep
Stoplog – furthest fiber distance = y = 3.550 in
Assumed Stoplog section is a simply supported beam under uniform load (Roark's p.104 – 2.e)

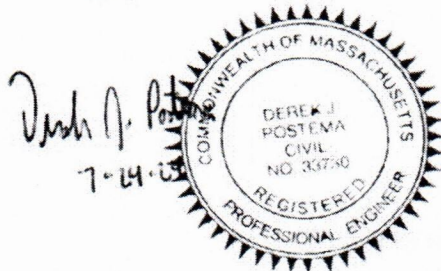
$$W_a = \text{Load per unit Length} = \left(H - \frac{d}{2}\right) \cdot \rho \cdot d = 103.43 \text{ lb/in}$$

$$\text{Deflection} = \delta = \frac{5 \cdot W_a \cdot l^4}{384 \cdot E \cdot I} = 0.179 \text{ in} \quad \text{Acceptable, Less than 0.3 in}$$

$$\text{Deflection Ratio} = 1/\delta = 1: 599$$

$$\text{Stress} = \sigma = \frac{W_a \cdot l^2 \cdot y}{8 \cdot I} = 5,357 \text{ psi}$$

Acceptable
Less than 7600 psi
R.F of 7.1 On Ultimate Stress



Page 1
CALCULATION SHEET

Sheet No. A-341-182
Project: St. Joe's Dam
Whipps #: 34118
Gate Ref: Whipps Dwg. BC-510-2126

Prepared By: S. Barnes
7/23/2024
Rev.: A

Calculations

1. Allowable Leakage Rates
2. Stoplog Design

1. Leakage Rates

Stoplog Aperture Width = 56 in
Stoplog Installed Depth = 305.5 in
Stoplog Type (1st) = 510+, 12" Deep
Quantity (1st) = 24
Stoplog Type (2nd) = N/A
Quantity (2nd) = 1

Seal Periphery = 1,988 in
Allowable Seating Leakage rate = 0.05 gal/min/ft of seal periphery
Allowable Installation Leakage = 8.28 gal/min

2. Stoplog Design

Design Head on gate Invert = H = 20.0 ft = 240.0 in
Aperture Width = L = 56 in
Density of Water = ρ = 62.4 lb/cu.ft = 0.0361 lb/cu.in
Material Modulus = E = 1.01E+07 psi Aluminum

1st Stoplog Type

Stoplog section depth = d = 12.25 in
Stoplog section Moment of Inertia = I = 98.54 in⁴ Log type 510+, 12" Deep
Stoplog – furthest fiber distance = y = 3.550 in
Assumed Stoplog section is a simply supported beam under uniform load (Roark's p.104 – 2.e)

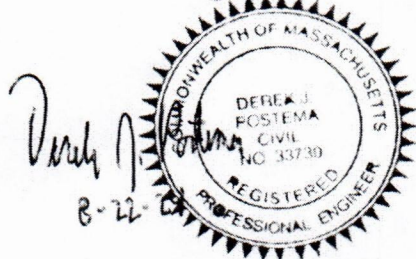
$$W_a = \text{Load per unit Length} = \left(H - \frac{d}{2} \right) \cdot \rho \cdot d = 103.43 \text{ lb/in}$$

$$\text{Deflection} = \delta = \frac{5 \cdot W_a \cdot l^4}{384 \cdot E \cdot I} = 0.013 \text{ in} \quad \text{Acceptable, Less than 0.16 in}$$

$$\text{Deflection Ratio} = \Delta / \delta = 1:4208$$

$$\text{Stress} = \sigma = \frac{W_a \cdot l^2 \cdot y}{8 \cdot I} = 1,461 \text{ psi}$$

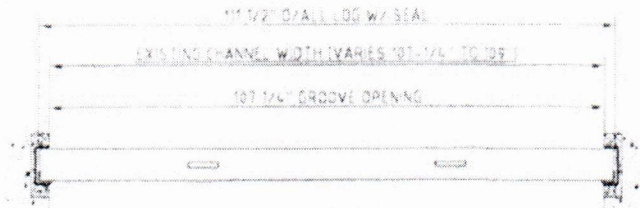
Acceptable
Less than 7600 psi
R.F of 26.0 On Ultimate Stress



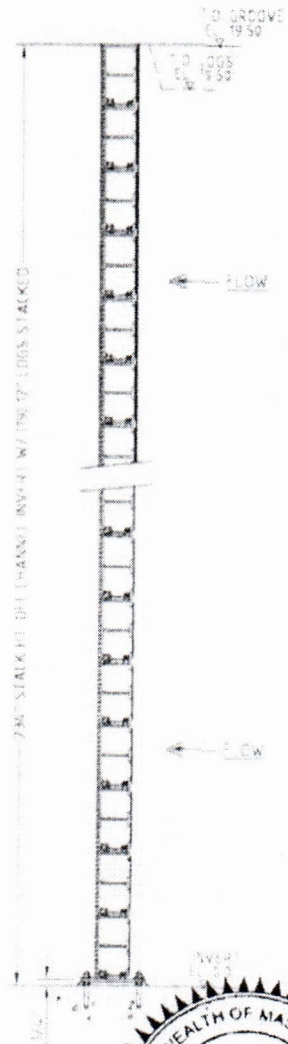
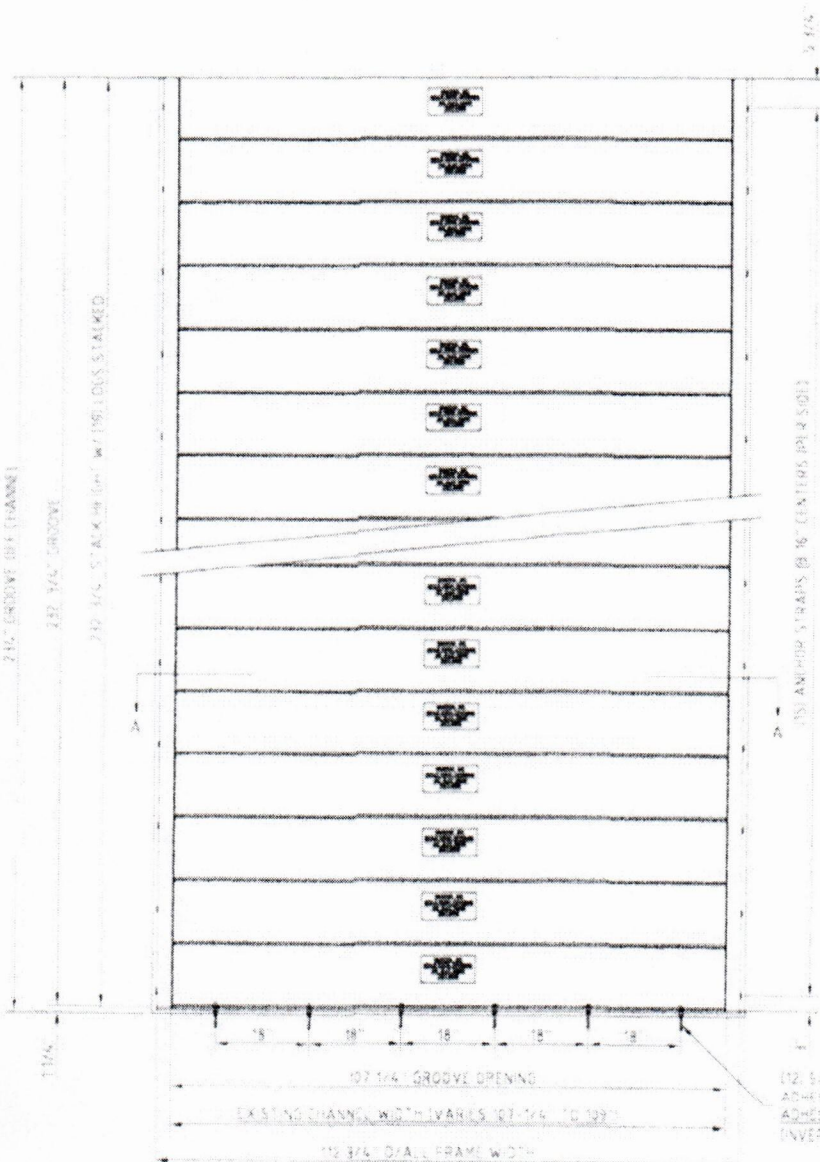
FLOW

BC-510-2125-52 GROOVE SECTION DETAILS
BC-510-2125-53 GROOVE INSTALLATION DETAILS
BC-510-2125-54 12" STOP LOG DETAIL
ST-200-008 LIFTER DETAILS

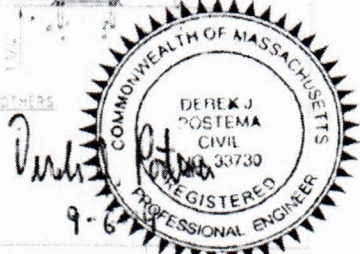
QUANTITIES
(3) GROOVE FRAME
(20) 12" STOP LOGS
(1) LOG LIFTER



VIEW A/A



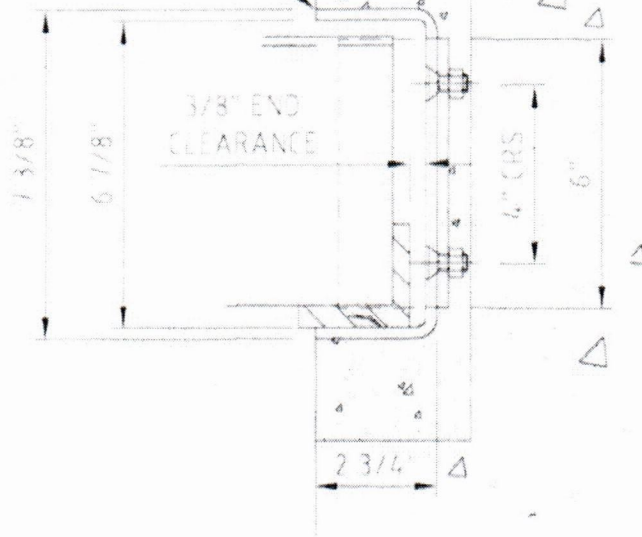
(12) 5/8" DIA 8' LG
ADHESIVE ANCHORS
ADHESIVE SUPPLIED BY OTHERS
(INVERT ONLY)



SERIES 510 STOP LOG INSTALL 107-1/4" X 234"		Scale: FD		DO NOT SCALE THIS DRAWING Work to Dimensions Indicated on Drawing Requesting Concrete Drawing Tolerances Height & Width 1/8" Squareness 1/8" Diagonal	
ST. JOE'S DAM FORT WAYNE, INDIANA		Tag No's N/A		A Original Issue	
SCREEN CHANNEL #1 #2 & #3		Seating, unseating		7/25/24 KS	
Design Head		20.0' N/A		Date	
Leakage Rate		0.05 N/A		Eng	
GPM/ft of seal				Ink	
BC-510-2125-52		34118		Whipps, Inc.	
				370 SOUTH ATHOL RD ATHOL, MA 01331	

7-3/8" X 2-3/4" X 1/4"
FORMED S.S. CHANNEL

EXISTING BOX-OUT
DIMENSIONS REF. TO
BC-510-2125-S3

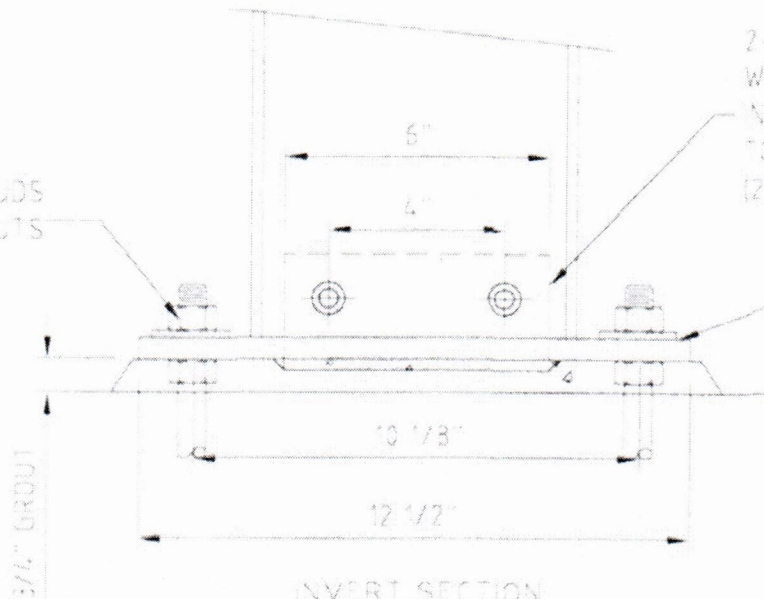


GUIDE SECTION

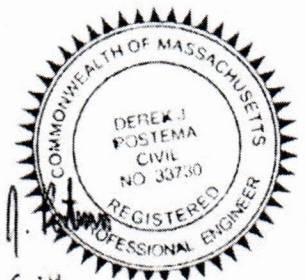
ANCHOR STUDS
W/ DOUBLE NUTS

2-1/2" x 2-1/2" x 1/4" ANGLE
WELDED TO UNDERSIDE OF
INVERT PLATE & BOLTED
TO GUIDE SECTION WITH
(2) $\phi 3/8"$ x 1" LOCK WASHERS

1/2" PLATE



INVERT SECTION



9-6-24

SERIES S10 S.S. STOP
LOG GROOVE DETAILS

DO NOT SCALE
THIS DRAWING
Work to Dimensions
Linear Dimensions are in inches

Scale: FD

*A5 TYPE 304L STAINLESS STEEL

*BC-510-2125-S2 34118

THIRD
ANGLE
PROJECTION



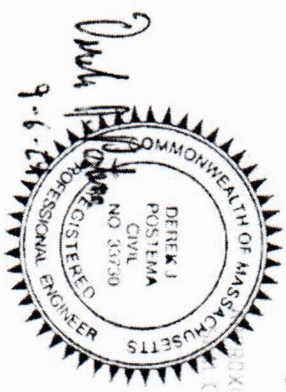
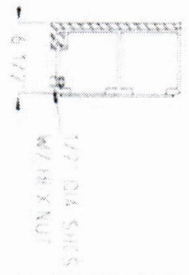
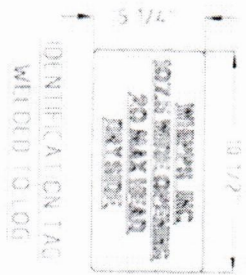
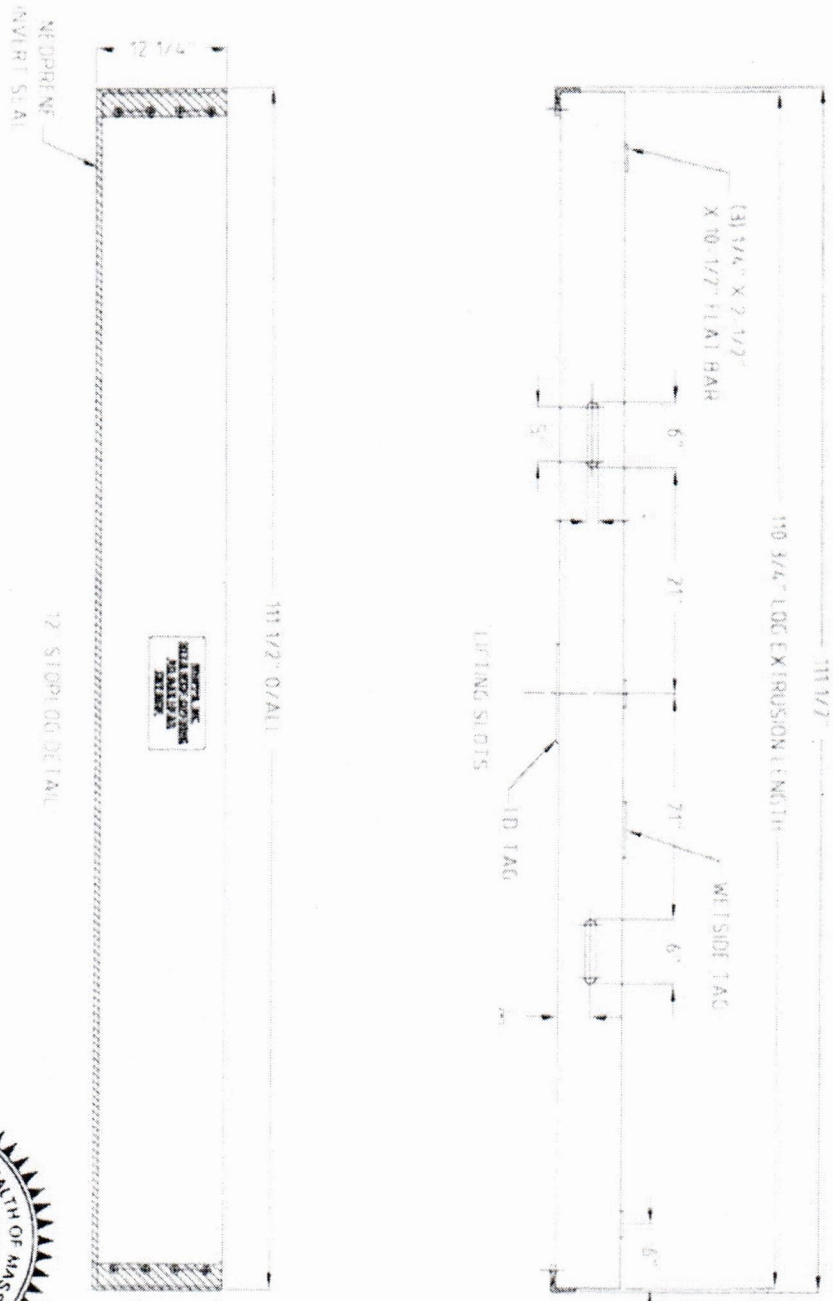
Whipps, Inc.

370 SOUTH ATHOL RD
ATHOL, MA 01331

A	Original Issue	7/12/24	KS		
Rev	Rev Record	Date	Eng	Chk.	

S1-200-008 LIFT RAIL
FOR CORNER SEAL DETAIL AC 500-111

APPROXIMATE WEIGHT PER LOG 150 LB



SERIES 510 STOP LOG
DETAILS

Material ALUMINUM 6061-T6 Item# A1
Part BC-510-2125-S4 Qty 34118

DO NOT SCALE
THIS DRAWING
Work to Dimensions
Linear Dimensions are Inches

Scale: FD

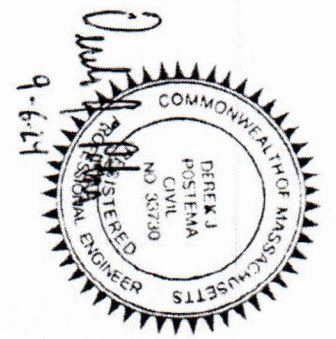
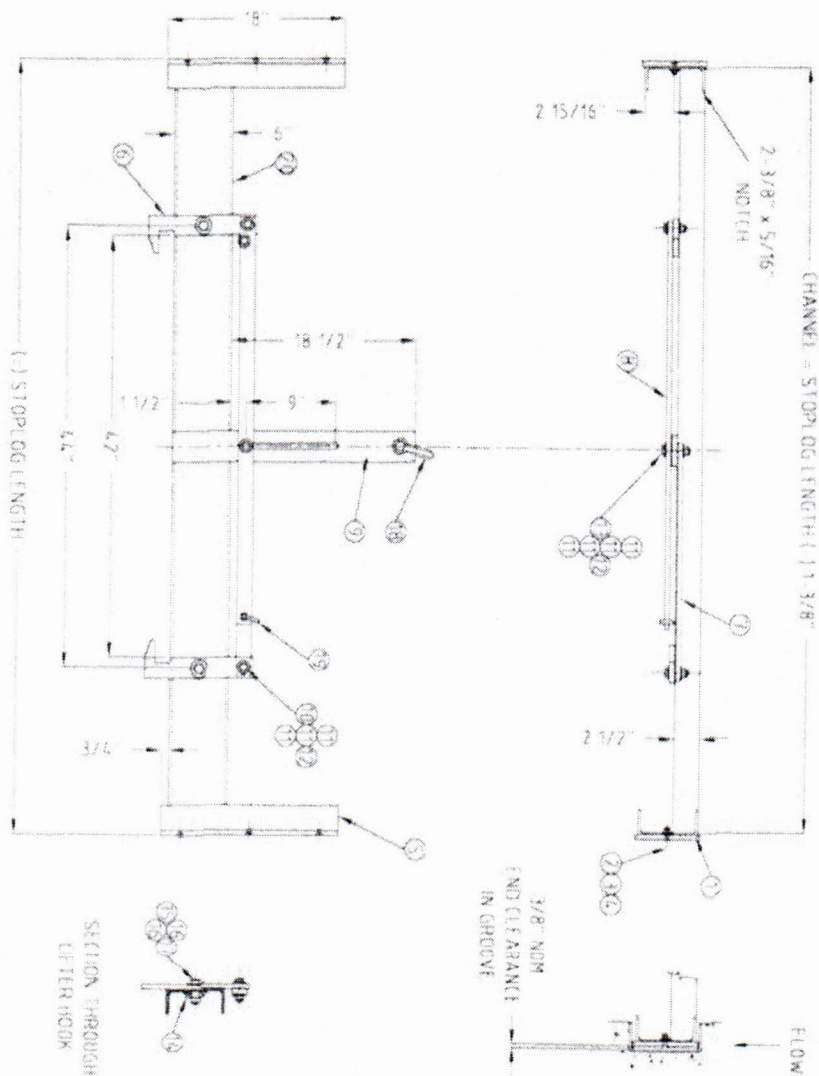
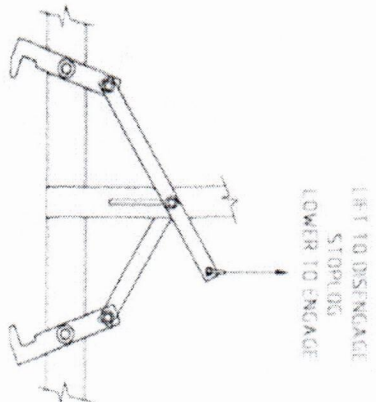


A	Original Issue	7/15/24	KS	
Rev	Rev Record	Date	Eng	Chk

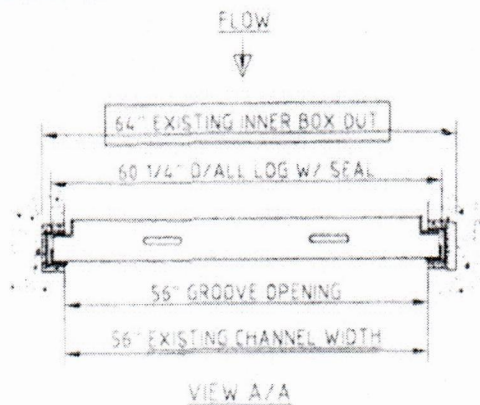
Whipps, Inc.

370 SOUTH ATHOL RD.
ATHOL, MA 01331

ITEM	QTY	DESCRIPTION	MATERIAL
1	2	1/2" x 6-1/2" x 18"	UHMWPE
2	6	3/8" - 16 x 1-1/4" LONG F.H.M.S	SS 316
3	6	3/8" WASHER	SS 316
4	6	3/8" - 16 HEX NUT LOCK	SS 316
5	2	6" x 2.83# CHANNEL, 18" LONG	ALUM
6	2	LEADING HOOK - ST-200-002	SS 316
7	1	1-1/2" x 1/2" x 23-1/2" BAR	SS 316
8	1	1-1/2" x 1/2" x 40-1/2" BAR	SS 316
9	1	3" x 1/2" x 24-1/2" BAR	ALUM
10	2	1/2" 13 x 2" LONG H.H.C.S	SS 316
11	10	1/2" WASHER	SS 316
12	3	1/2" - 13 LOCKING HEX NUT	SS 316
13	1	1/2" - 13 x 2-1/2" LONG H.H.C.S	SS 316
14	2	2" x 2" x 1/2" BAR	ALUM
15	2	5/8" - 11 x 2-1/4" LONG H.H.C.S	SS 316
16	4	5/8" WASHER	SS 316
17	2	5/8" 11 HEX NUT LOCK	SS 316
18	1	5/8" SHACKLE	GALV
19	1	5/16" SHACKLE	GALV
20	1	6" x 2.83# CHANNEL - CHECK FRAME	ALUM
21	1	1/4" DIA S.S WIRE ROPE x 20' LG	SS 316

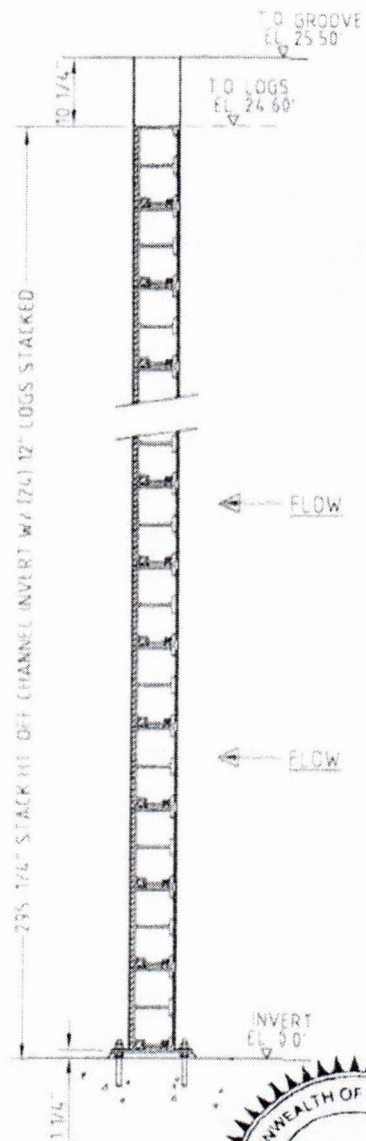
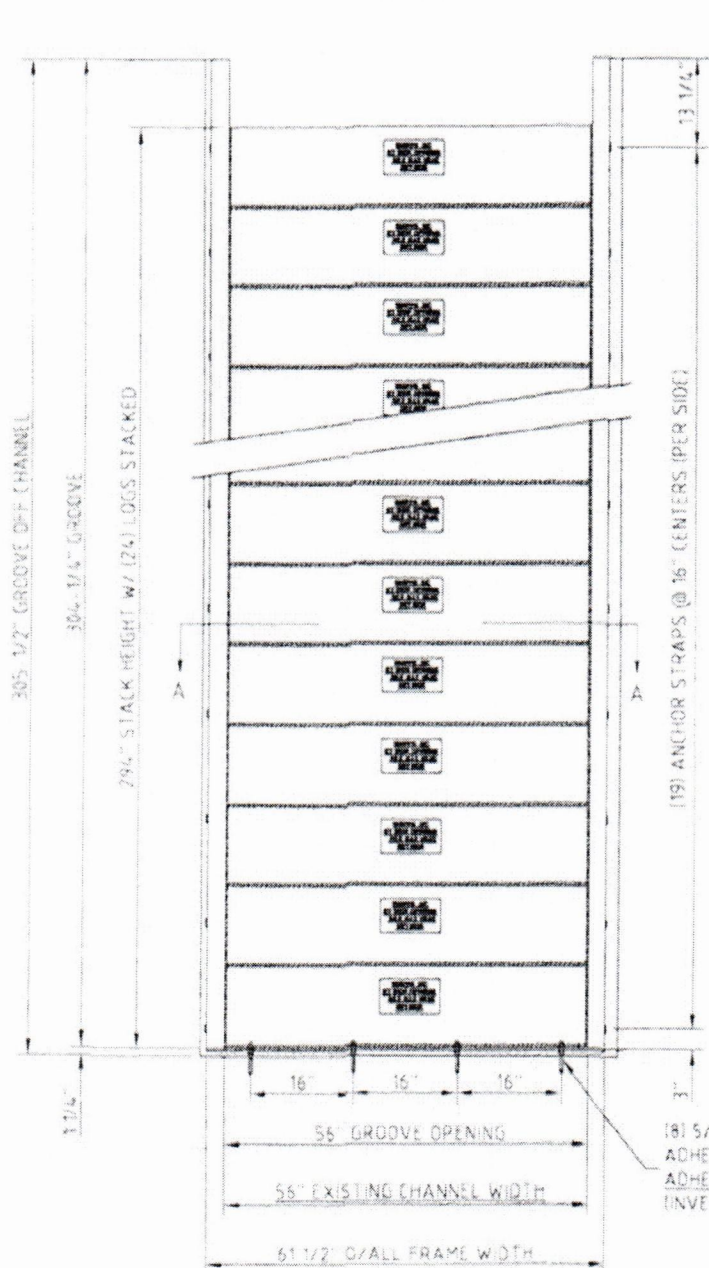


TYPE S10 STOPLOG LIFTER		Quantity 1	Scale: FD	DO NOT SCALE THIS DRAWING		Revised Center Slot		06/15/17	MJ
ALUMINUM, OVER 59" LOG		Tag No's		Work to Dimensions		Corrected Channel Length		09/16/06	MJ
SEE INSTALL DWG		Seating	Unseating	Revised Concrete Opening		Original Issue		06/22/06	CG
SEE INSTALL DWG		Design Head		Height & Width (See) Squareness & EIR Diagrams		Rev. Rev. Record		Date	Eng. Cnfr
ST-200-008	B1	Leakage Rate		TWO ANGLES REQUIRED		WAPPS, Inc.		070 SOUTH ATTHOL RD ATTHOL, MA 01533	

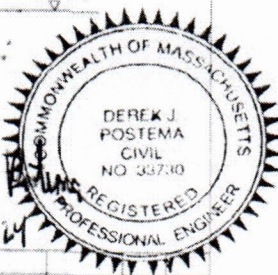


BC-510-2126-S2 GROOVE SECTION DETAILS
 BC-510-2126-S3 GROOVE INSTALLATION DETAILS
 BC-510-2126-S4 LIFTER DETAILS

QUANTITIES
 (1) GROOVE FRAME
 (27) 12" STOP LOGS
 (1) LOG LIFTER

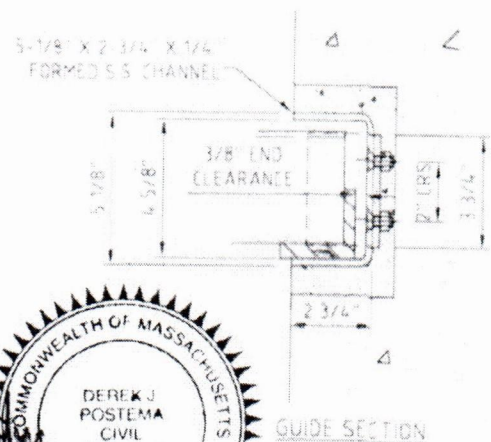
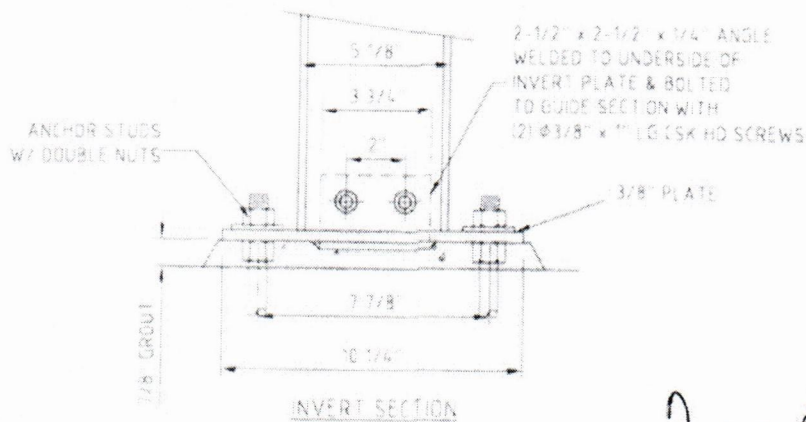
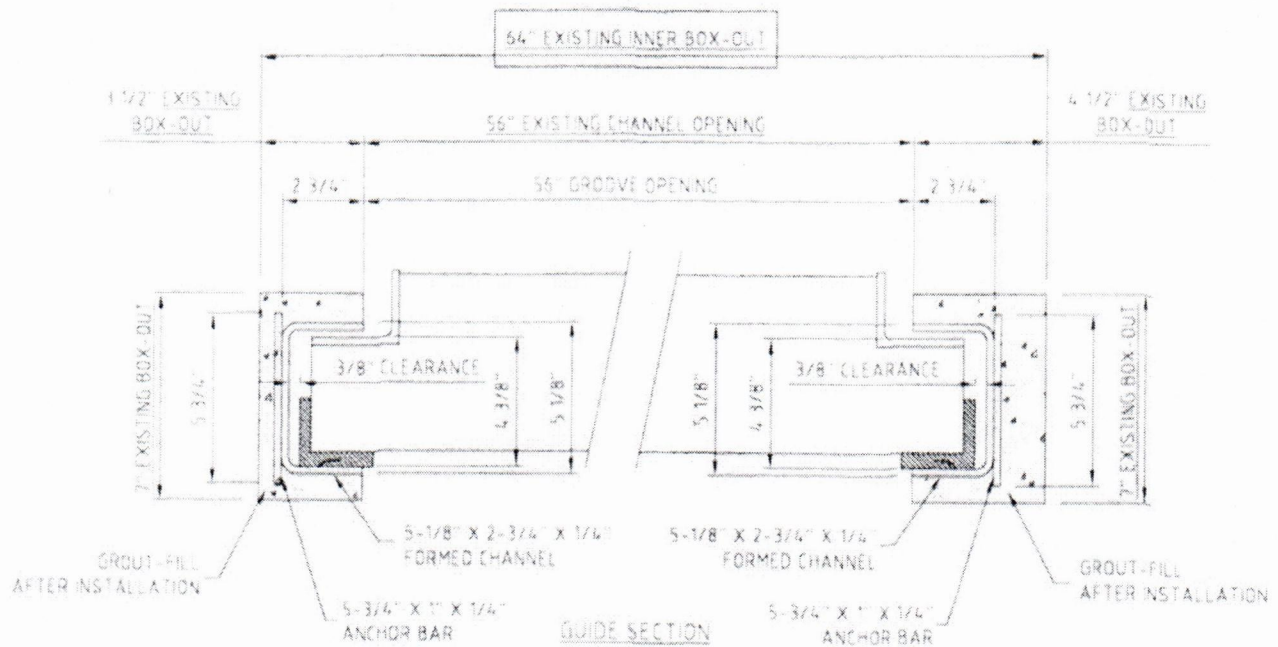


(8) 5/8" DIA 8" LG
 ADHESIVE ANCHORS
 ADHESIVE SUPPLIED BY OTHERS
 (INVERT ONLY)

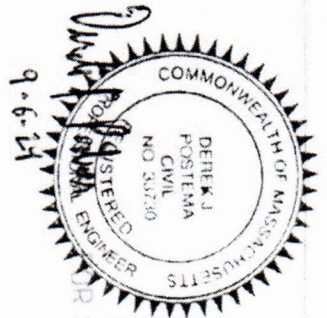


SERIES 510 STOP LOG INSTALL 56" X 295-1/4"		Scale: FD		DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are in inches Registered Concrete Opening Tolerances Height & Width ±1/8" Squareness ±1/8" Diagonal	
Project: ST. JOE'S DAM FORT WAYNE, INDIANA		Tag No's: N/A		B Rev Opening Was 57 A Original Issue Rev Rev Record	
Location: INTERIOR CHANNEL		Design Head: 25.5' Leakage Rate: 0.05 GPM/ft of seal		Seating: Unseating N/A N/A	
Log No: BC-510-2126		10 No 34.118		THIRD ANGLE PROJECTION 	
				Whippes, Inc. 370 SOUTH ATHOL RD. ATHOL, MA 01331	

9-6-24

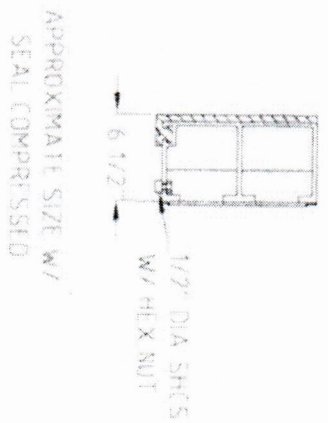
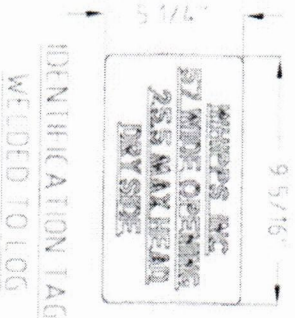
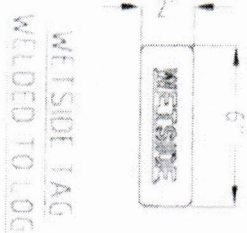
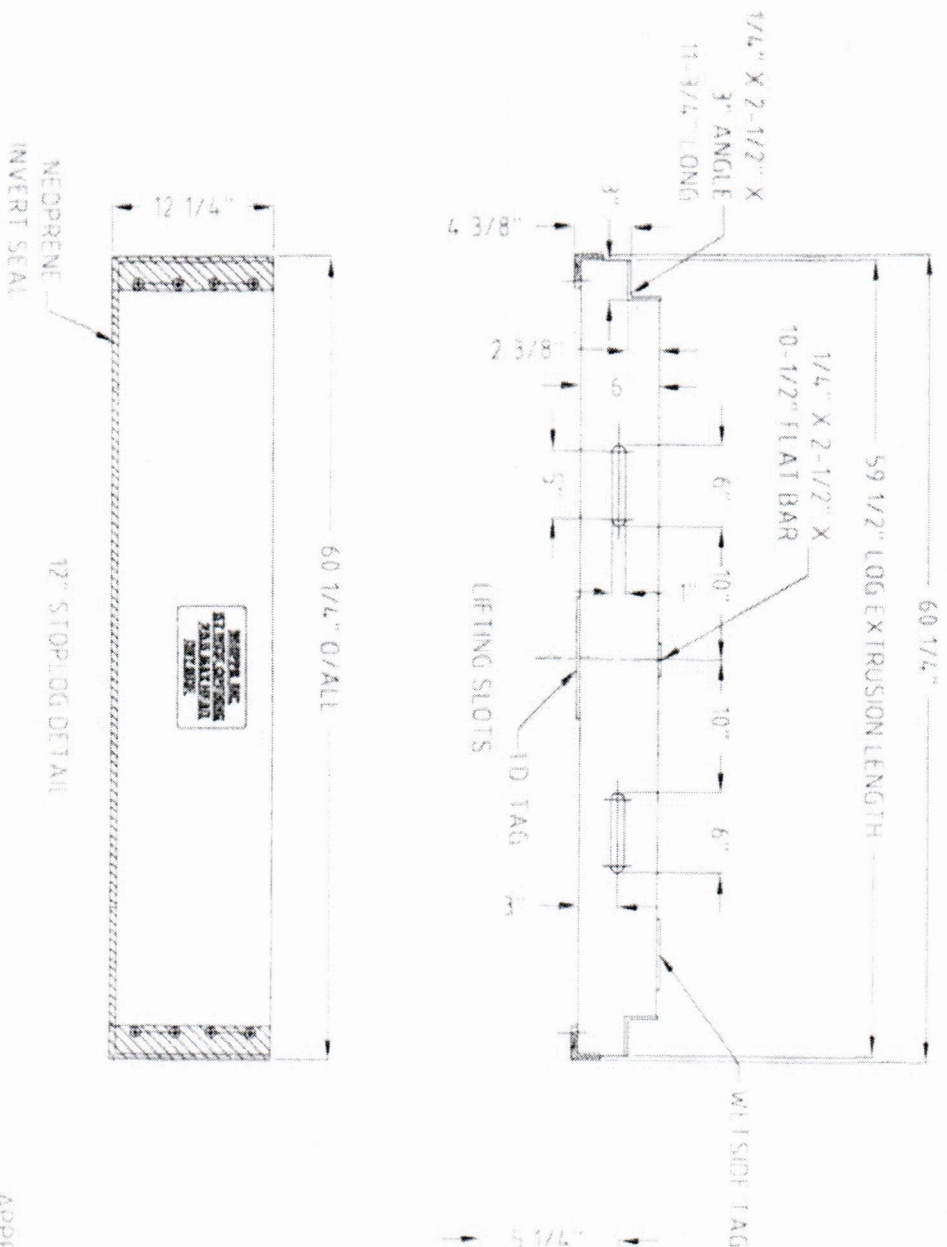


Title		DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are inches					
SERIES 510 S.S. STOP LOG GROOVE DETAILS		Scale FD		B	Rev Box Cut	8/21/24	KS
TYPE 304L STAINLESS STEEL #B5		THIRD ANGLE PROJECTION		A	Original Issue	7/12/24	KS
Drw No BC-510-2126-S2	S.D. No 34118	Whipps, Inc.		Rev	Rev Record	Date	Eng Chk
		370 SOUTH ATHOL RD ATHOL, MA 01331					

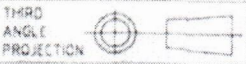


SI-200-008 LIFTER DETAILS
FOR CORNER SEAL DETAIL AC-500-111

APPROXIMATE WEIGHT PER LOG: 85LB



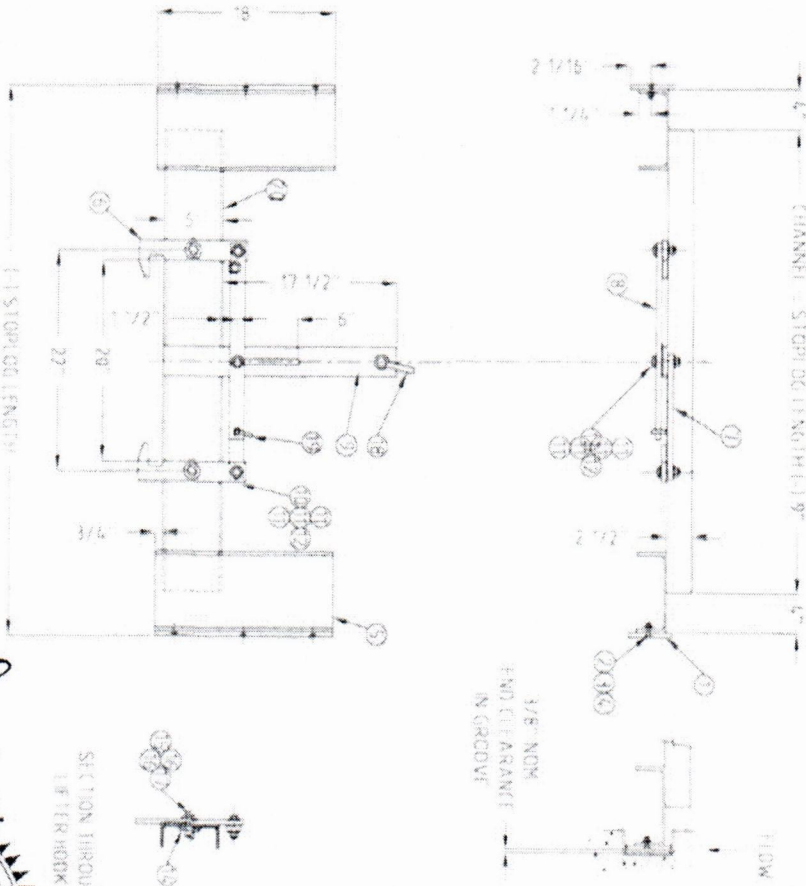
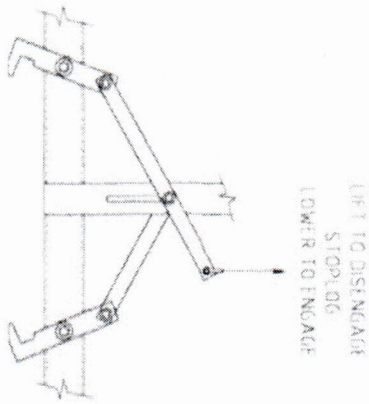
SERIES 510 STOP LOG DETAILS		DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are in inches			
				Scale: FD	
Material: ALUMINUM 6061-T6		Item#: C1		Rev: B	Rev: Width
Dwg No: BC-510-2126-S3		S.O. No: 34118		A	Original Issue
				Rev	Rev Record
				Date	Eng Chk
				7/15/24	KS
				7/15/24	KS



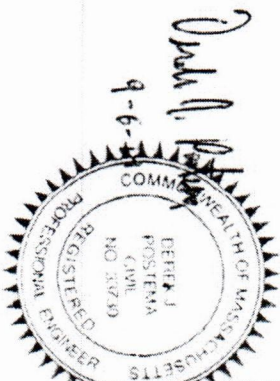
Whipps, Inc.

370 SOUTH ATHOL RD
ATHOL, MA 01331

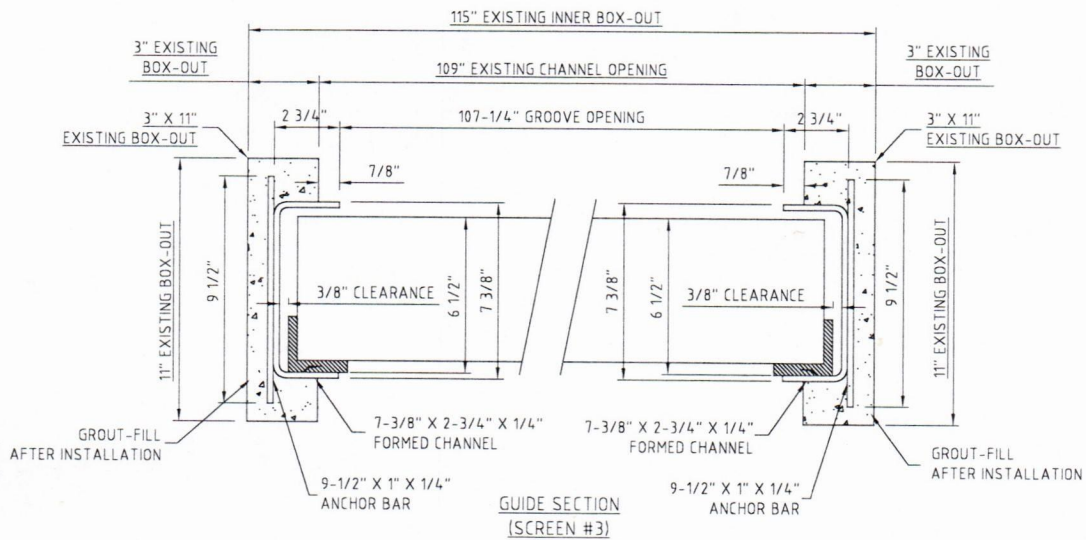
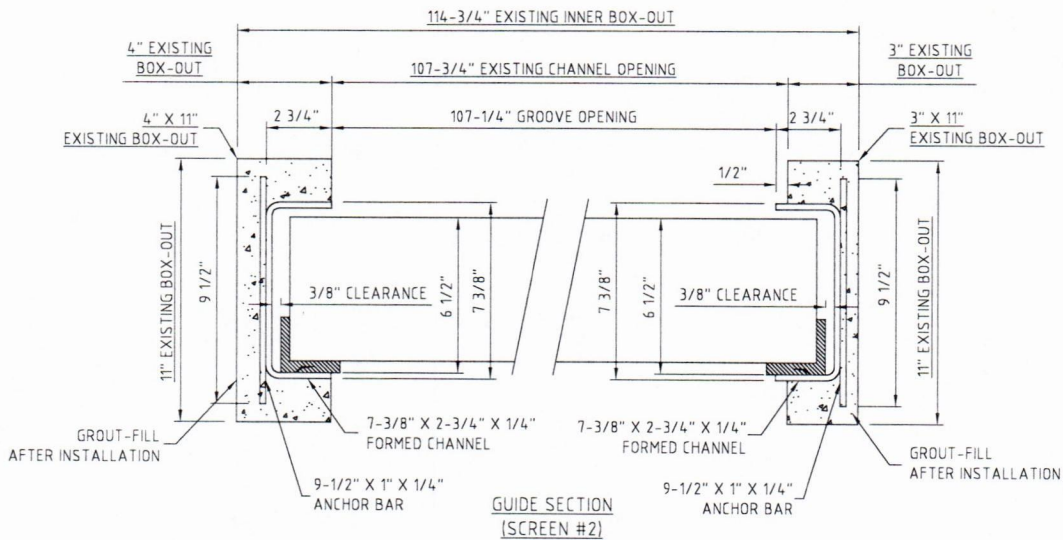
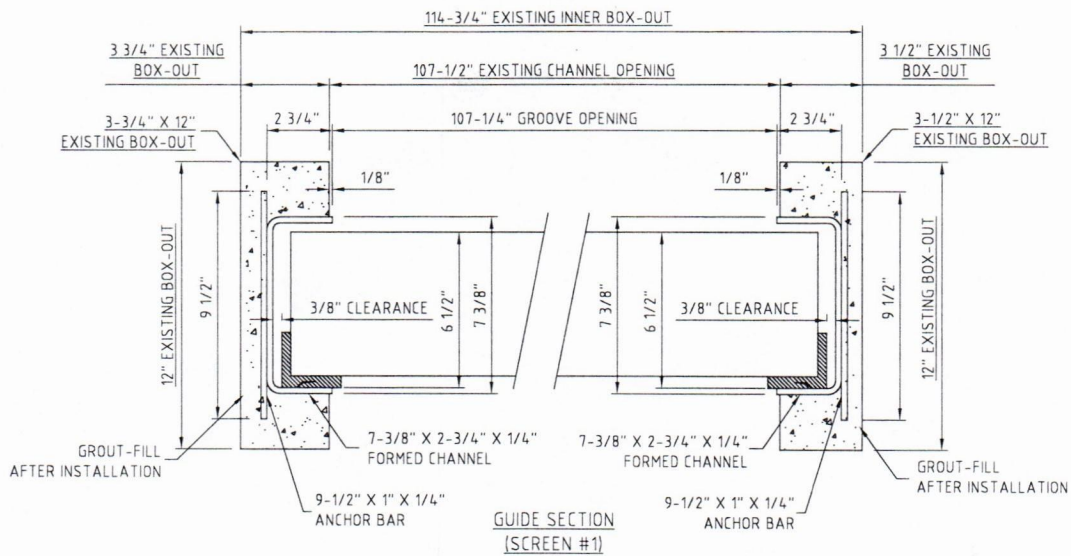
ITEM	QTY	DESCRIPTION	MATERIAL
1	2	1/2" x 4 3/8" x 18"	UPMPE
2	6	3/8" 16 x 1 1/2" LONG F.H.M.S	SS 316
3	6	3/8" WASHER	SS 316
4	6	3/8" 16 HEX NUT LOCK	SS 316
5	2	8" x 4.78" CHANNEL 18" LONG	ALUM
6	2	LIFTING HOOK SJ 200-002	SS 316
7	1	1 1/2" x 17 1/2" x 12 1/2" BAR	SS 316
8	1	1 1/2" x 17 1/2" x 20 1/2" BAR	SS 316
9	1	3" x 1/2" x 21 1/2" BAR	ALUM
10	2	1/2" 13 x 2 LONG H.H.S	SS 316
11	10	1/2" WASHER	SS 316
12	1	1/2" 13 LOCKING HEX NUT	SS 316
13	1	1/2" 13 x 2 1/2" LONG H.H.S	SS 316
14	2	2" x 2" x 1/2" BAR	ALUM
15	2	5/8" 11 x 2 1/4" LONG H.H.S	SS 316
16	4	5/8" WASHER	SS 316
17	2	5/8" 11 HEX NUT	SS 316
18	1	5/8" SHACKLE	GALV
19	1	5/76" SHACKLE	GALV
20	1	6" x 2.83" CHANNEL - CHECK FRAME	ALUM
21	1	1/4" DIA S.S WIRE ROPE x 20' LG	SS 316



SECTION THROUGH
LIFTER WORK



ALUMINUM	Quantity: 1	Scale: FD	DO NOT SCALE THIS DRAWING				
SEE INSTALL DWG	Tag No's		Work to Dimensions				
SEE INSTALL DWG	Item# D1	Seating	Unseating	Rev	Original Issue	7/15/24	KS
BC-510-2126-54	Design Head			Rev	Rev Record		Eng Chk
34.118	Leakage Rate						
GPW/ft of seal							



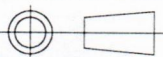
Title

GROOVE INSTALLATION DETAILS

DO NOT SCALE
THIS DRAWING
Work to Dimensions
Linear Dimensions are Inches

Scale: FD

THIRD
ANGLE
PROJECTION



A Original Issue

7/12/24

KS

Rev. Rev. Record

Date

Eng.

Chk.

Drg. No. BC-510-2125-S3

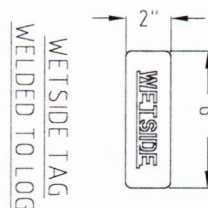
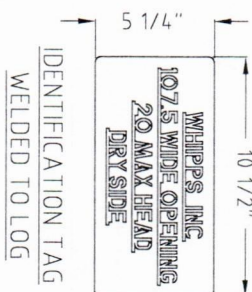
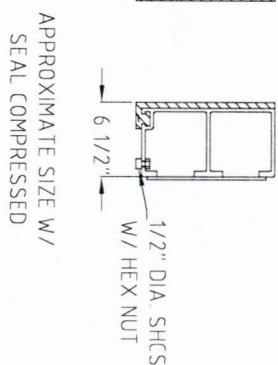
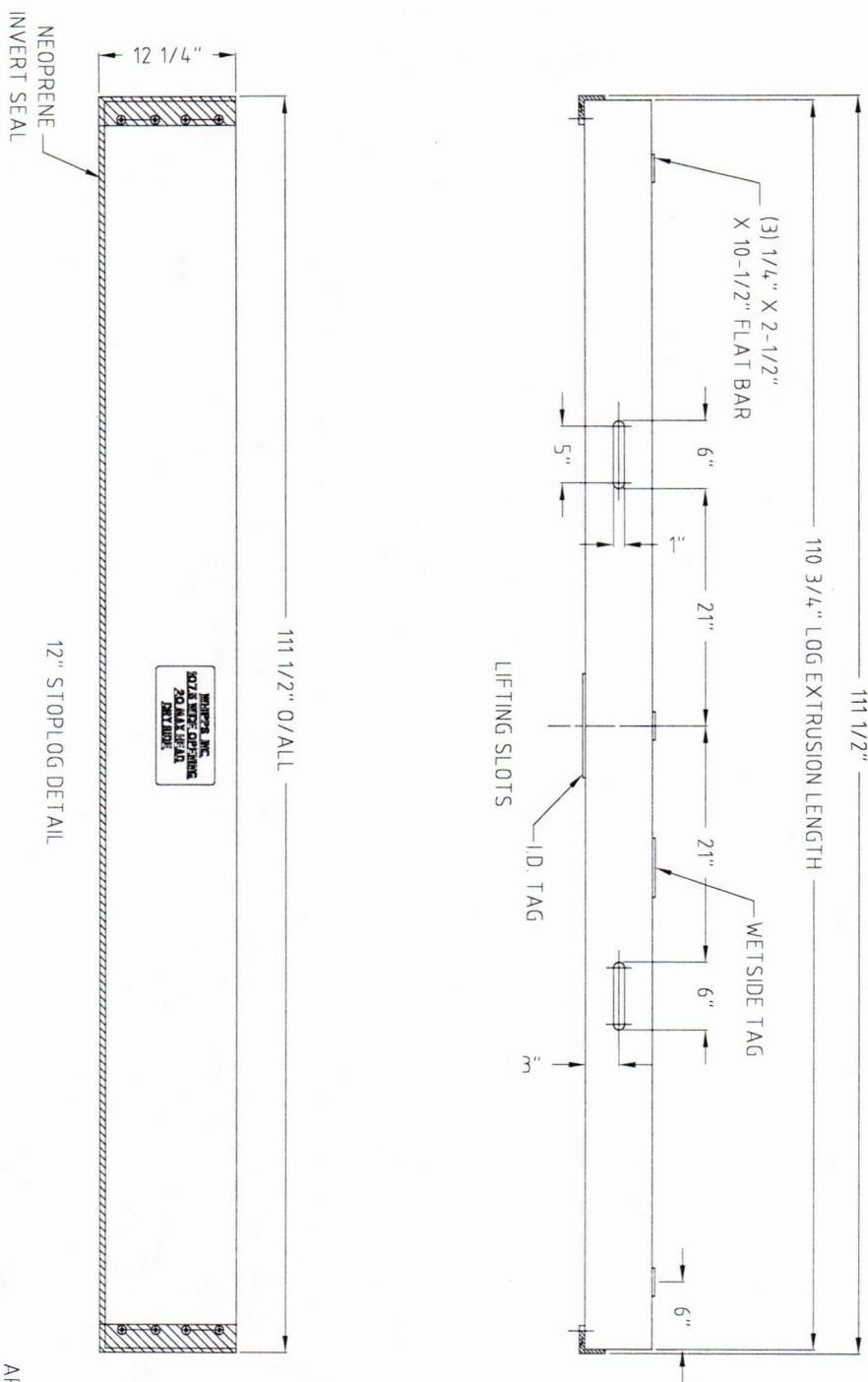
S.O. No. 34118

Whipps, inc.

370 SOUTH ATHOL RD.
ATHOL, MA 01331

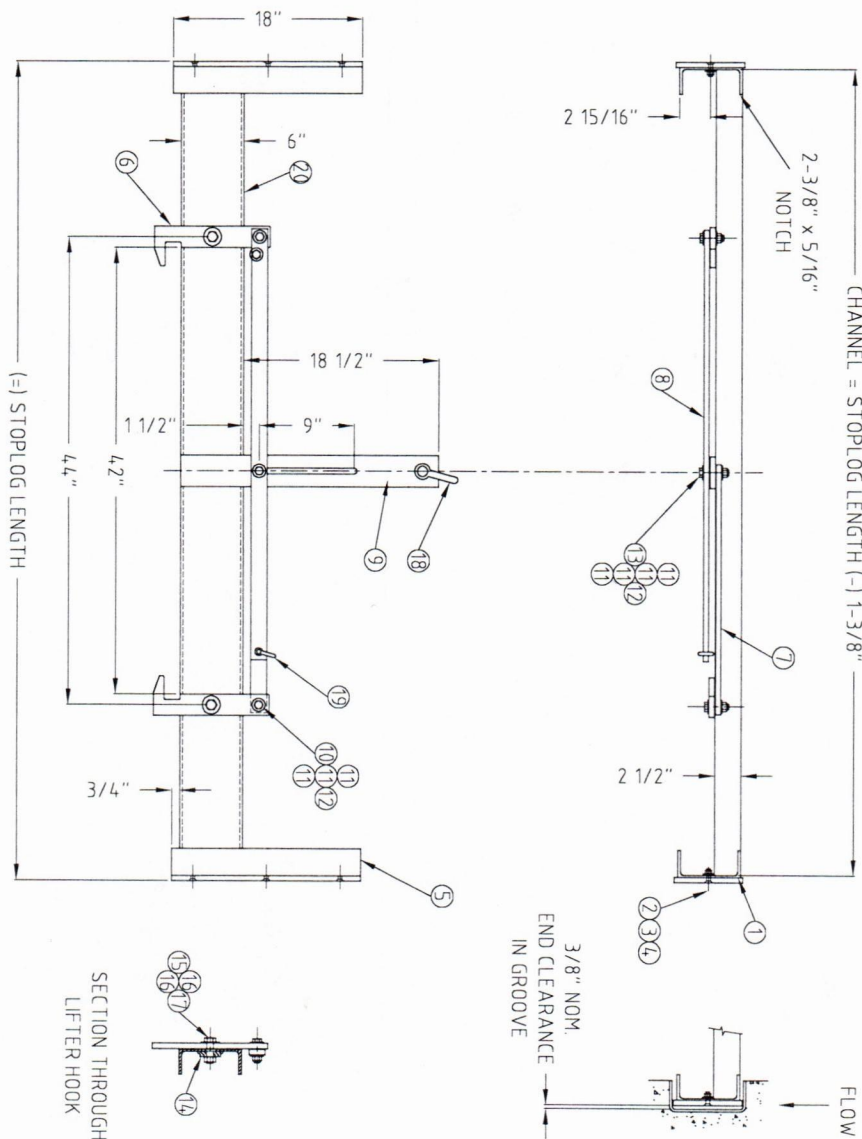
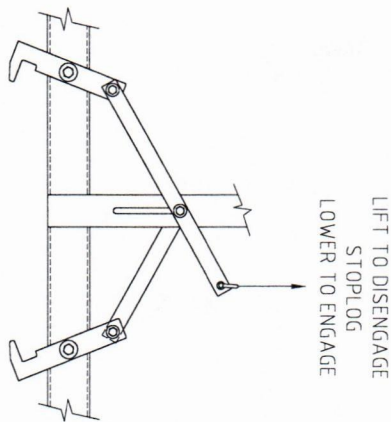
ST-200-008: LIFTER DETAILS
FOR CORNER SEAL DETAIL: AC-500-111

APPROXIMATE WEIGHT PER LOG: 150LB.



Title SERIES 510 STOP LOG DETAILS		DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are Inches						
				A	Original Issue	7/15/24	KS	
Material ALUMINUM 6061-T6	Item#: A1	Scale: FD		Rev.	Rev. Record	Date	Eng.	Chk.
Dwg. No. BC-510-2125-S4	S.O. No. 34118	THIRD ANGLE PROJECTION		Whipps, inc.		370 SOUTH ATHOL RD. ATHOL, MA 01331		

ITEM	QTY	DESCRIPTION	MATERIAL
1	2	1/2" x 6-1/2" x 18"	UHMWPE
2	6	3/8" - 16 x 1-1/4" LONG F.H.M.S.	SS 316
3	6	3/8" WASHER	SS 316
4	6	3/8" - 16 HEX NUT LOCK	SS 316
5	2	6" x 2.83# CHANNEL, 18" LONG	ALUM
6	2	LIFTING HOOK - ST-200-002	SS 316
7	1	1-1/2" x 1/2" x 23-1/2" BAR	SS 316
8	1	1-1/2" x 1/2" x 40-1/2" BAR	SS 316
9	1	3" x 1/2" x 24-1/2" BAR	ALUM
10	2	1/2" - 13 x 2" LONG HHCS	SS 316
11	10	1/2" WASHER	SS 316
12	3	1/2" - 13 LOCKING HEX NUT	SS 316
13	1	1/2" - 13 x 2-1/2" LONG HHCS	SS 316
14	2	2" x 2" x 1/2" BAR	ALUM
15	2	5/8" - 11 x 2-1/4" LONG HHCS	SS 316
16	4	5/8" WASHER	SS 316
17	2	5/8" - 11 HEX NUT LOCK	SS 316
18	1	5/8" SHACKLE	GALV.
19	1	5/16" SHACKLE	GALV.
20	1	6" x 2.83# CHANNEL - CHECK FRAME APERTURE FOR LENGTH	ALUM
21	1	1/4" DIA. S.S. WIRE ROPE x 20' LG.	SS 316



Title TYPE 510 STOPLOG LIFTER
ALUMINUM, OVER 59" LOG

Project SEE INSTALL DWG.

Location SEE INSTALL DWG.

Dwg. No. ST-200-008

Item# B1

Quantity: 1

Scale: FD

Tag No's:

Seating

Unseating

Design Head

Leakage Rate

GPM/ft of seal

DO NOT SCALE
THIS DRAWING
Work to Dimensions
Linear Dimensions are in inches

Requested Concrete Opening
Tolerances

Height & Width ±1/4"
Squareness ±3/8" Diagonal

THIRD
ANGLE
PROJECTION

C Revised Center Slot

04/13/17 MJ

B Corrected Channel Length

09/6/06 MJ

A Original Issue

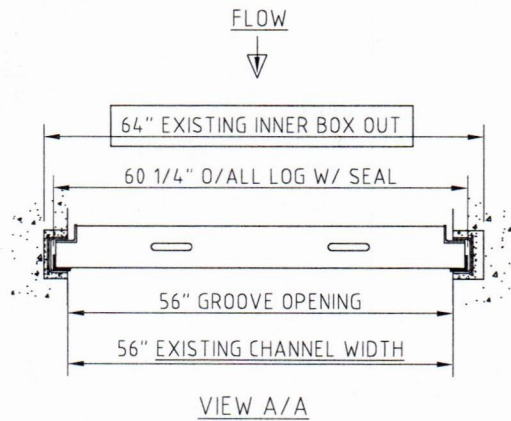
06/22/06 CG

Rev. Rev. Record

Date Eng. Chk.

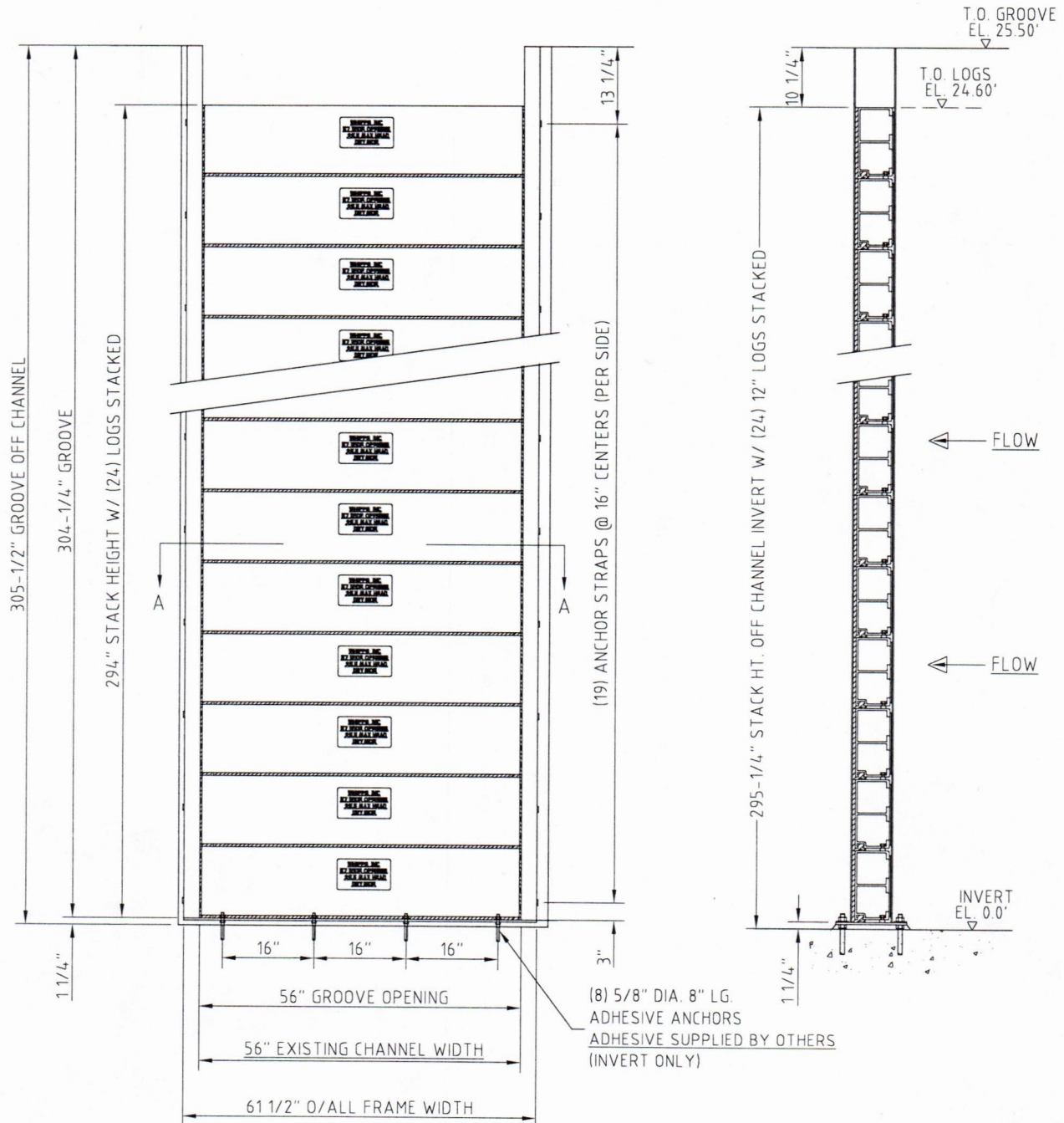
Whipps, Inc.

370 SOUTH ATHOL RD.
ATHOL, MA 01331

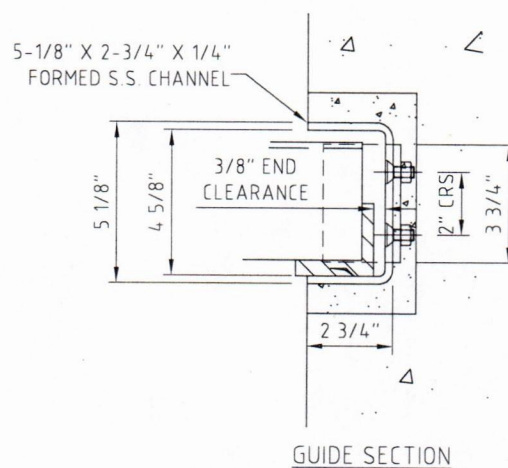
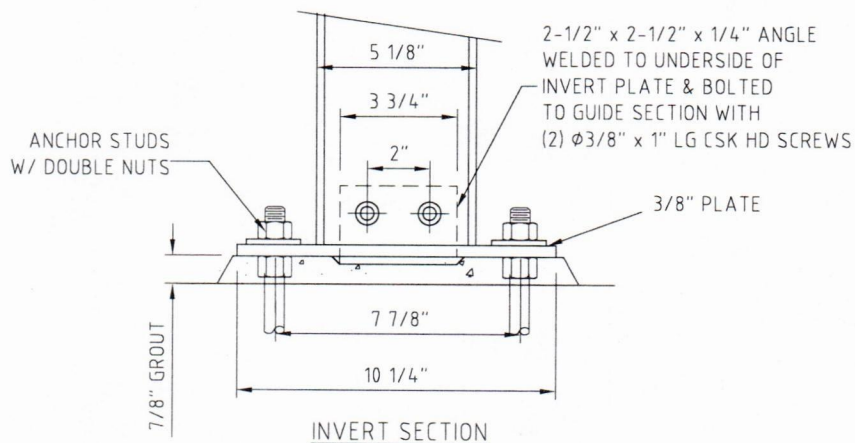
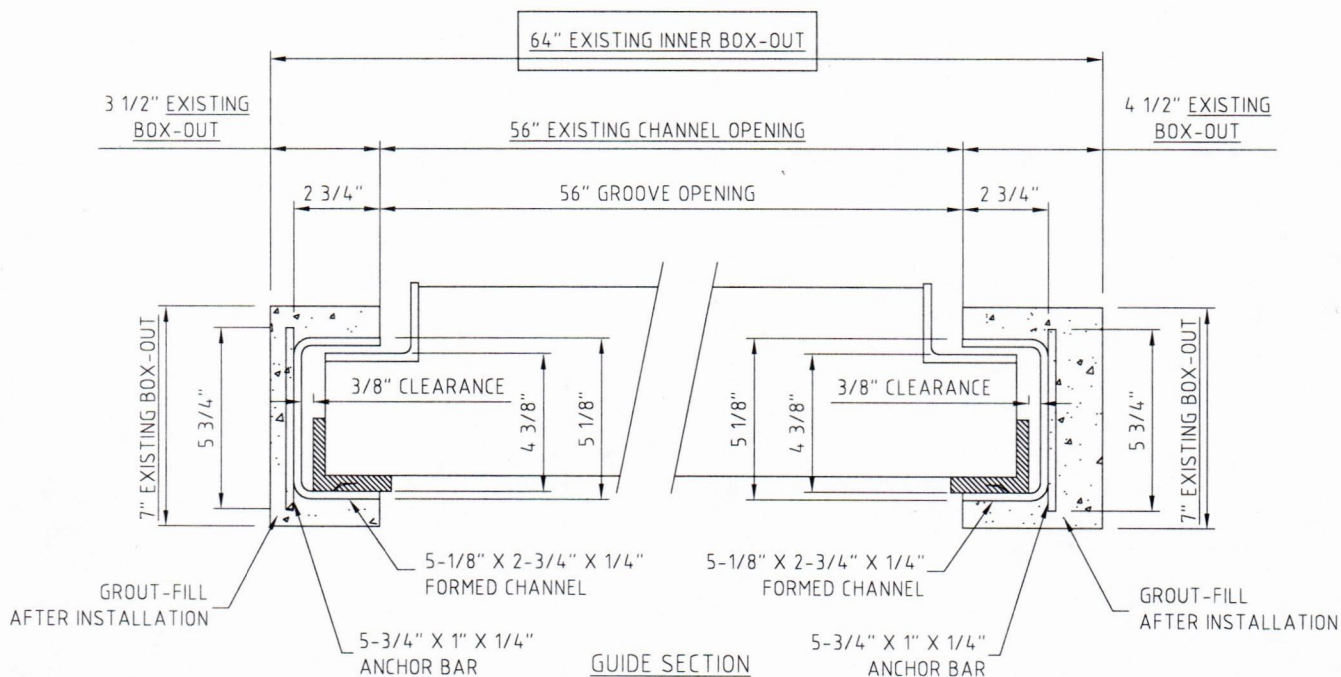


BC-510-2126-S2: GROOVE SECTION DETAILS
 BC-510-2126-S3: GROOVE INSTALLATION DETAILS
 BC-510-2126-S4: LIFTER DETAILS

QUANTITIES:
 (1) GROOVE FRAME
 (27) 12" STOP LOGS
 (1) LOG LIFTER



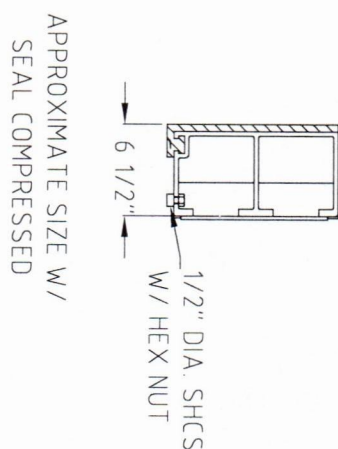
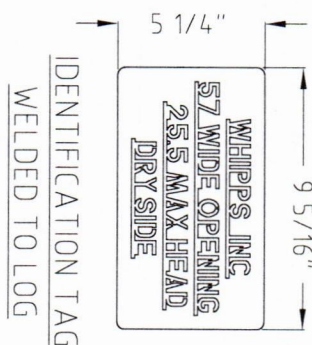
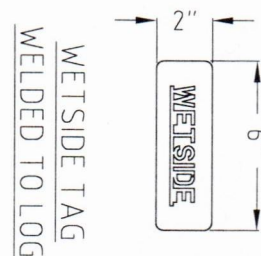
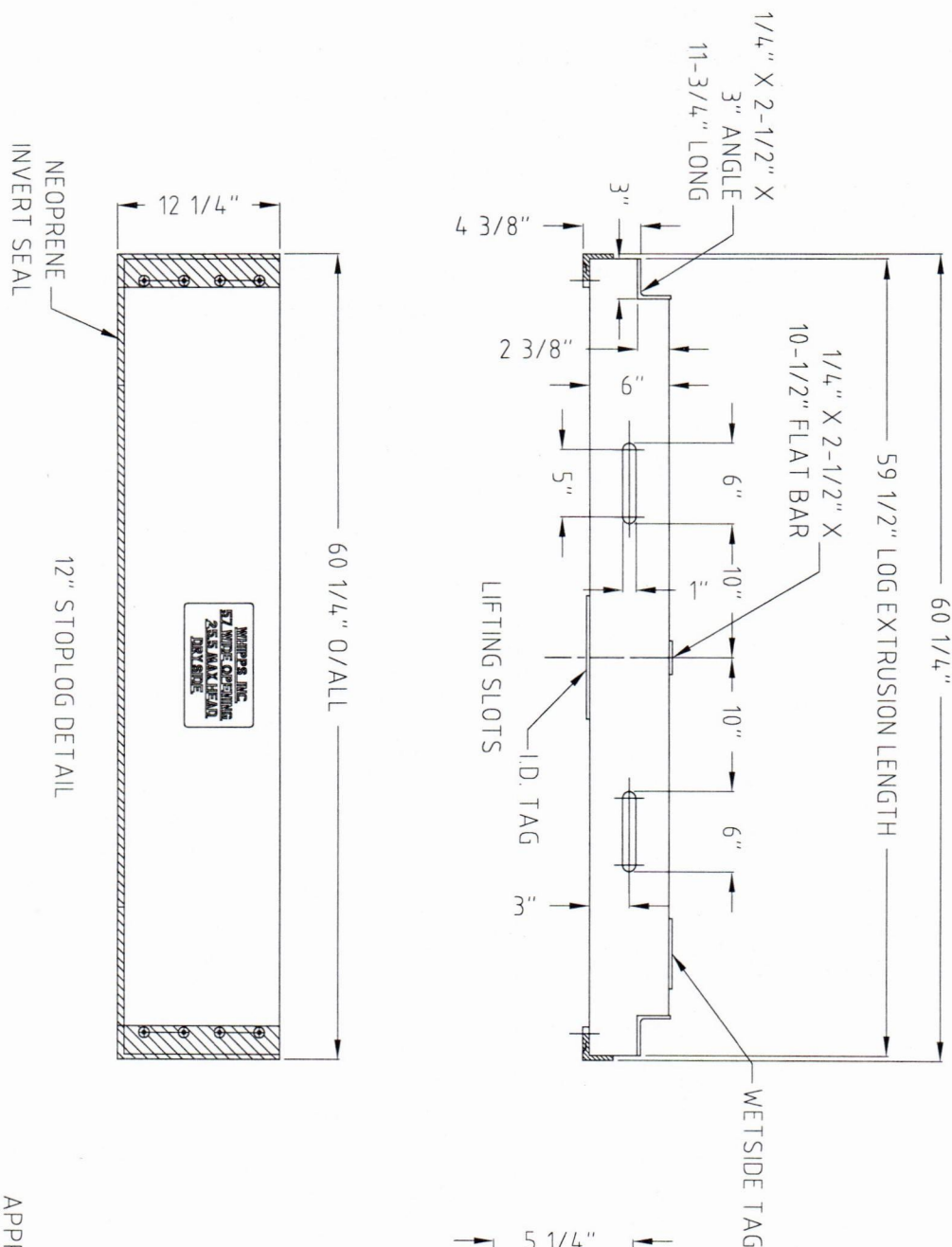
Title SERIES 510 STOP LOG INSTALL. 56" X 295-1/4"		Scale: FD		DO NOT SCALE THIS DRAWING Work to Dimensions					
Project ST. JOE'S DAM FORT WAYNE, INDIANA		Tag No's: N/A		Linear Dimensions are Inches		B	Rev. Opening Was 57	8/21/24	KS
Location INTERIOR CHANNEL		Design Head	25.5'	Unseating	N/A	A	Original Issue	7/15/24	KS
Dwg. No. BC-510-2126	S.O. No. 34118	Leakage Rate GPM/ft of seal	0.05	N/A		Rev.	Rev. Record	Date	Eng. Chk.
THIRD ANGLE PROJECTION					Whipps, Inc. 370 SOUTH ATHOL RD. ATHOL, MA 01331				



Title SERIES 510 S.S. STOP LOG GROOVE DETAILS		DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are Inches					
				B	Rev. Box Out	8/21/24	KS
Material TYPE 304L STAINLESS STEEL		Item # B5		A	Original Issue	7/12/24	KS
				Rev.	Rev. Record	Date	Eng. Chk.
Dwg. No. BC-510-2126-S2		S.O. No. 34118		THIRD ANGLE PROJECTION		Whipps, inc.	
				370 SOUTH ATHOL RD. ATHOL, MA 01331			

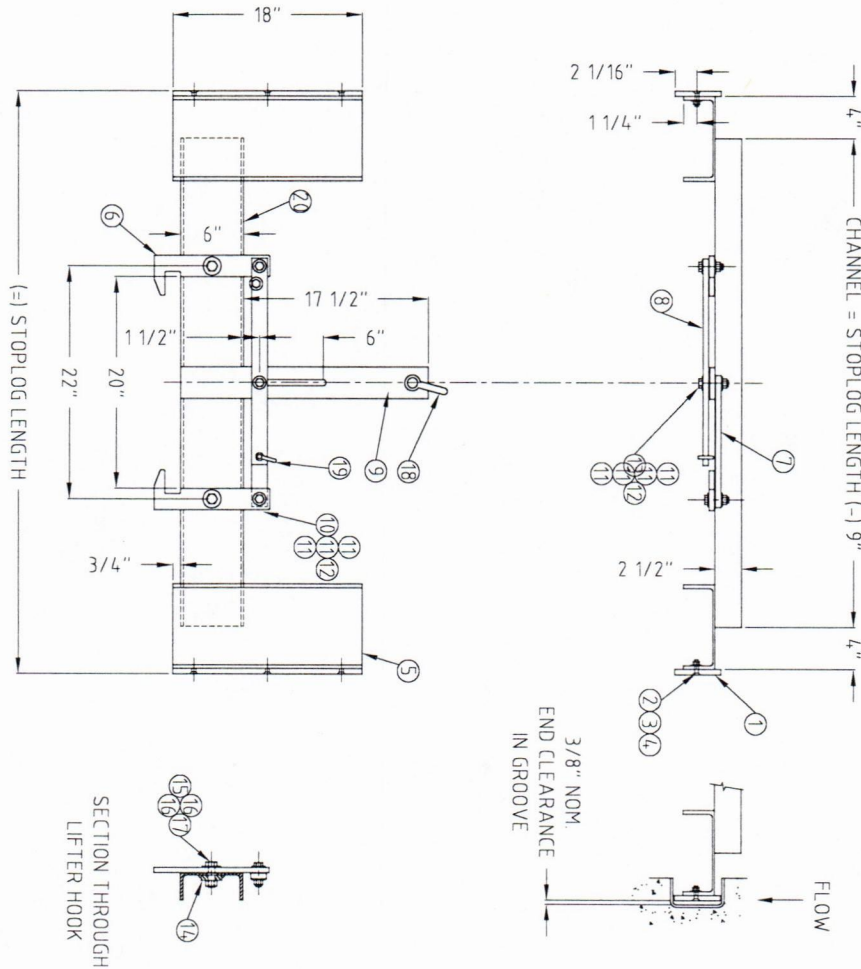
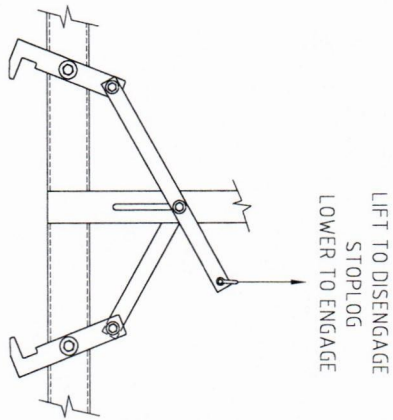
ST-200-008: LIFTER DETAILS
FOR CORNER SEAL DETAIL: AC-500-111

APPROXIMATE WEIGHT PER LOG: 85LB.



Title SERIES 510 STOP LOG DETAILS		DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are Inches					
				B	Rev. Width	7/15/24	KS
Material ALUMINUM 6061-T6		Item#: C1		A	Original Issue	7/15/24	KS
				Rev.	Rev. Record	Date	Eng. Chk.
Drg. No. BC-510-2126-S3		S.O. No. 34118		THIRD ANGLE PROJECTION		Whipps, inc.	
						370 SOUTH ATHOL RD. ATHOL, MA 01331	

ITEM	QTY	DESCRIPTION	MATERIAL
1	2	1/2" x 4-3/8" x 18"	UHMWPE
2	6	3/8" - 16 x 1-1/4" LONG F.H.M.S.	SS. 316
3	6	3/8" WASHER	SS. 316
4	6	3/8" - 16 HEX NUT LOCK	SS. 316
5	2	8" x 4, 18# CHANNEL, 18" LONG	ALUM.
6	2	LIFTING HOOK - ST-200-002	SS. 316
7	1	1-1/2" x 1/2" x 12-1/2" BAR	SS. 316
8	1	1-1/2" x 1/2" x 20-1/2" BAR	SS. 316
9	1	3" x 1/2" x 23-1/2" BAR	ALUM.
10	2	1/2" - 13 x 2" LONG HHCS	SS. 316
11	10	1/2" WASHER	SS. 316
12	3	1/2" - 13 LOCKING HEX NUT	SS. 316
13	1	1/2" - 13 x 2-1/2" LONG HHCS	SS. 316
14	2	2" x 2" x 1/2" BAR	ALUM.
15	2	5/8" - 11 x 2-1/4" LONG HHCS	SS. 316
16	4	5/8" WASHER	SS. 316
17	2	5/8" - 11 HEX NUT	SS. 316
18	1	5/8" SHACKLE	GALV.
19	1	5/16" SHACKLE	GALV.
20	1	6" x 2.83# CHANNEL - CHECK FRAME APERTURE FOR LENGTH	ALUM.
21	1	1/4" DIA. S.S. WIRE ROPE x 20' LG.	SS. 316



Title TYPE 510 STOPLOG LIFTER
ALUMINUM

Project SEE INSTALL DWG.

Location SEE INSTALL DWG.

Dwg. No. BC-510-2126-S4 S.O. No. 34118

Quantity: 1 Scale: FD

Tag No's:

Item#: D1 Seating Unseating

Design Head

Leakage Rate
GPM/ft of seal

DO NOT SCALE
THIS DRAWING
Work to Dimensions
Linear Dimensions are in inches

Requested Concrete Opening
Tolerances
Height & Width ±1/4"
Squareness ±3/8" Diagonal

THIRD
ANGLE
PROJECTION

A Original Issue

Rev. Rev. Record

7/15/24 KS

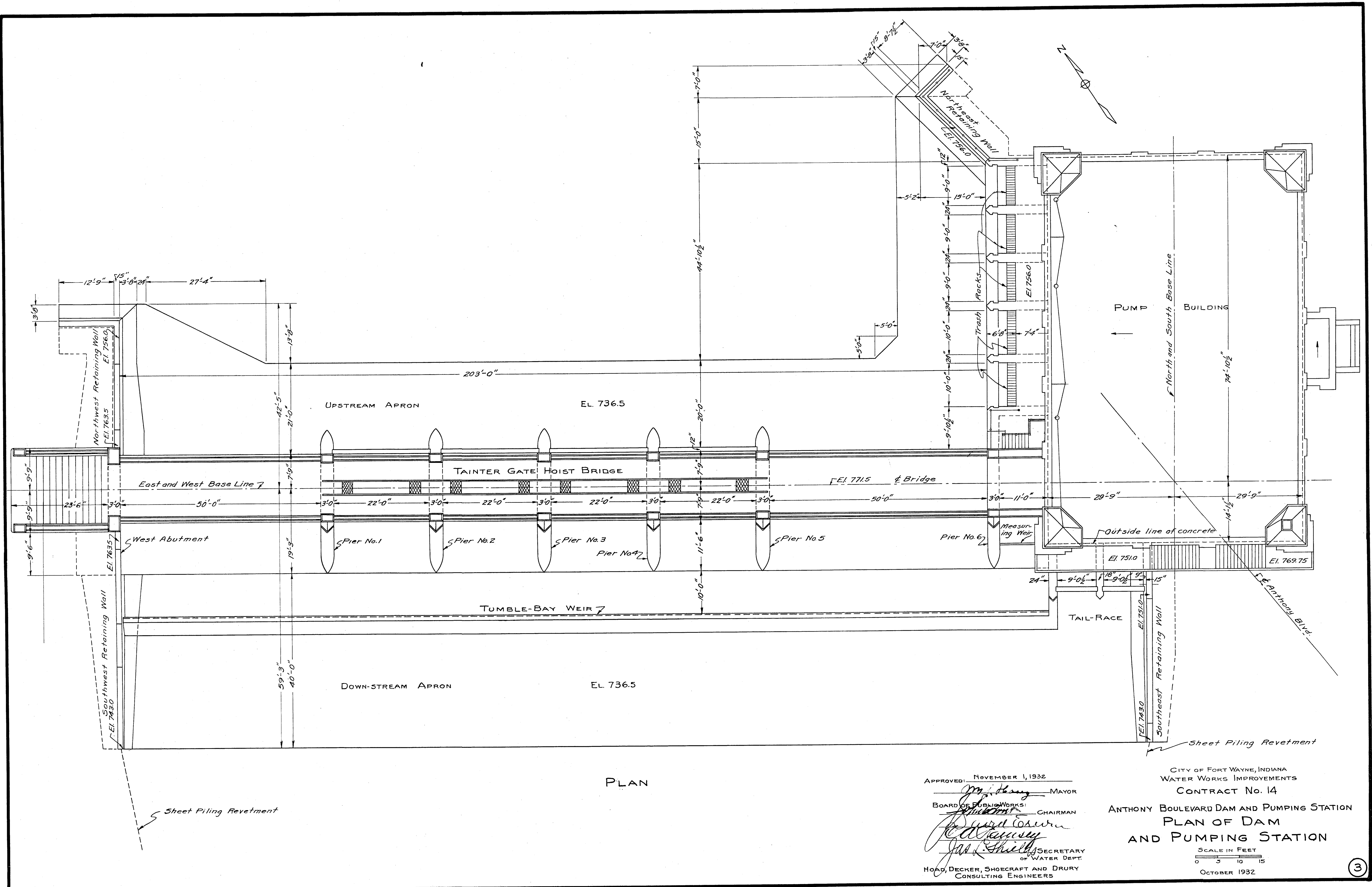
Date Eng. Chk.

Whipps, Inc.

370 SOUTH ATHOL RD.
ATHOL, MA 01331

ATTACHMENT 4

ST JOE DAM DRAWINGS

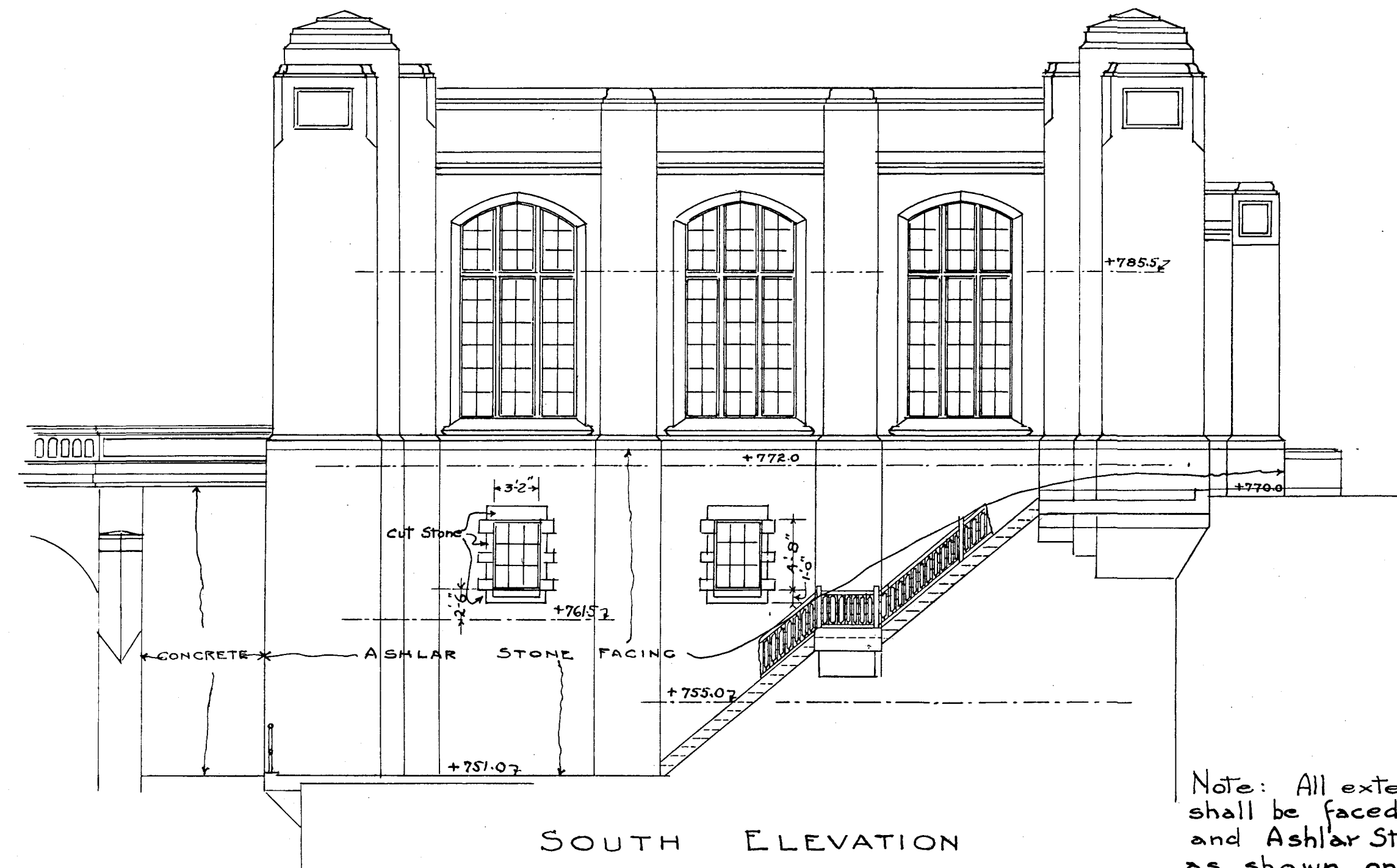


PLAN

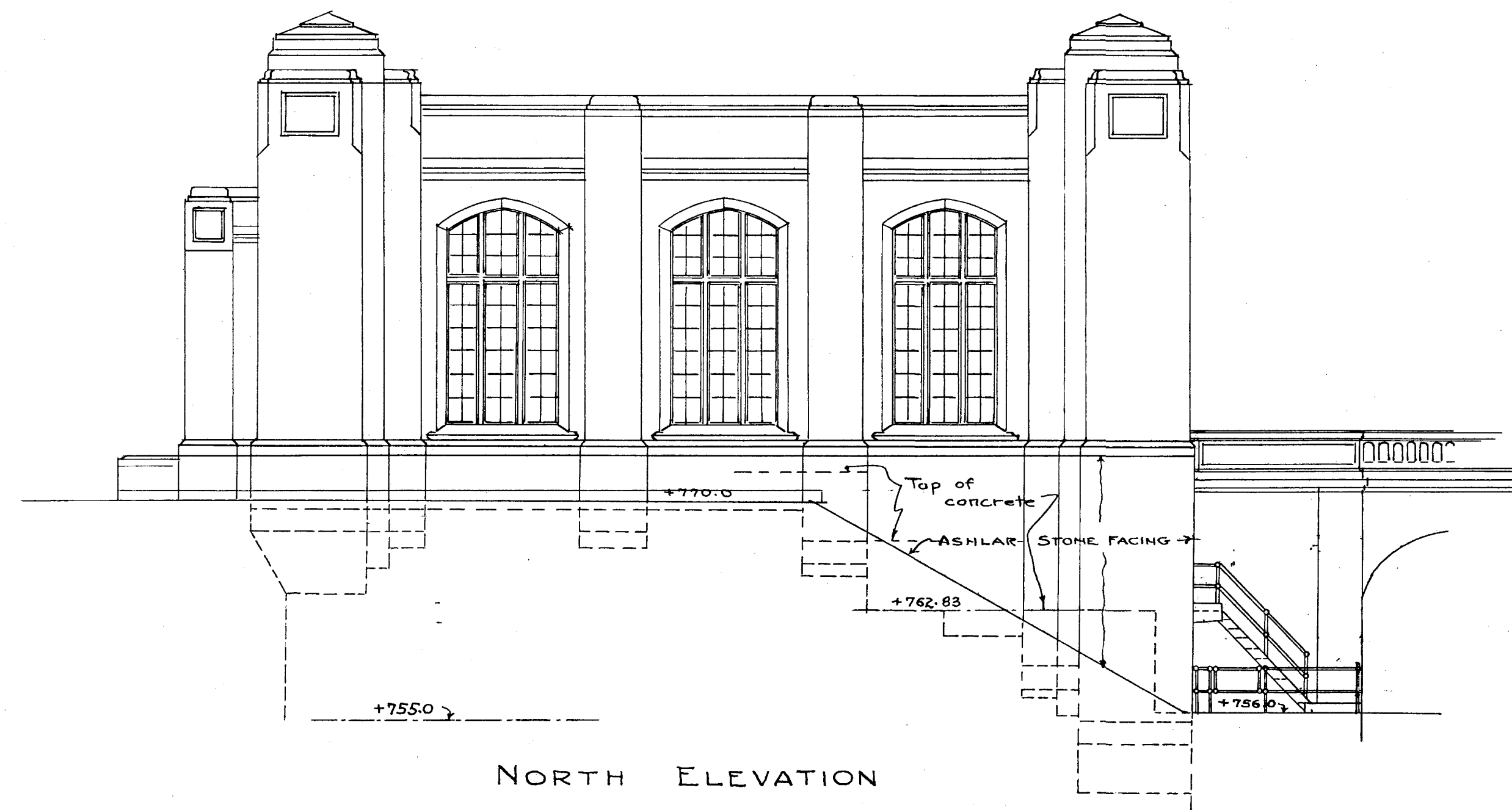
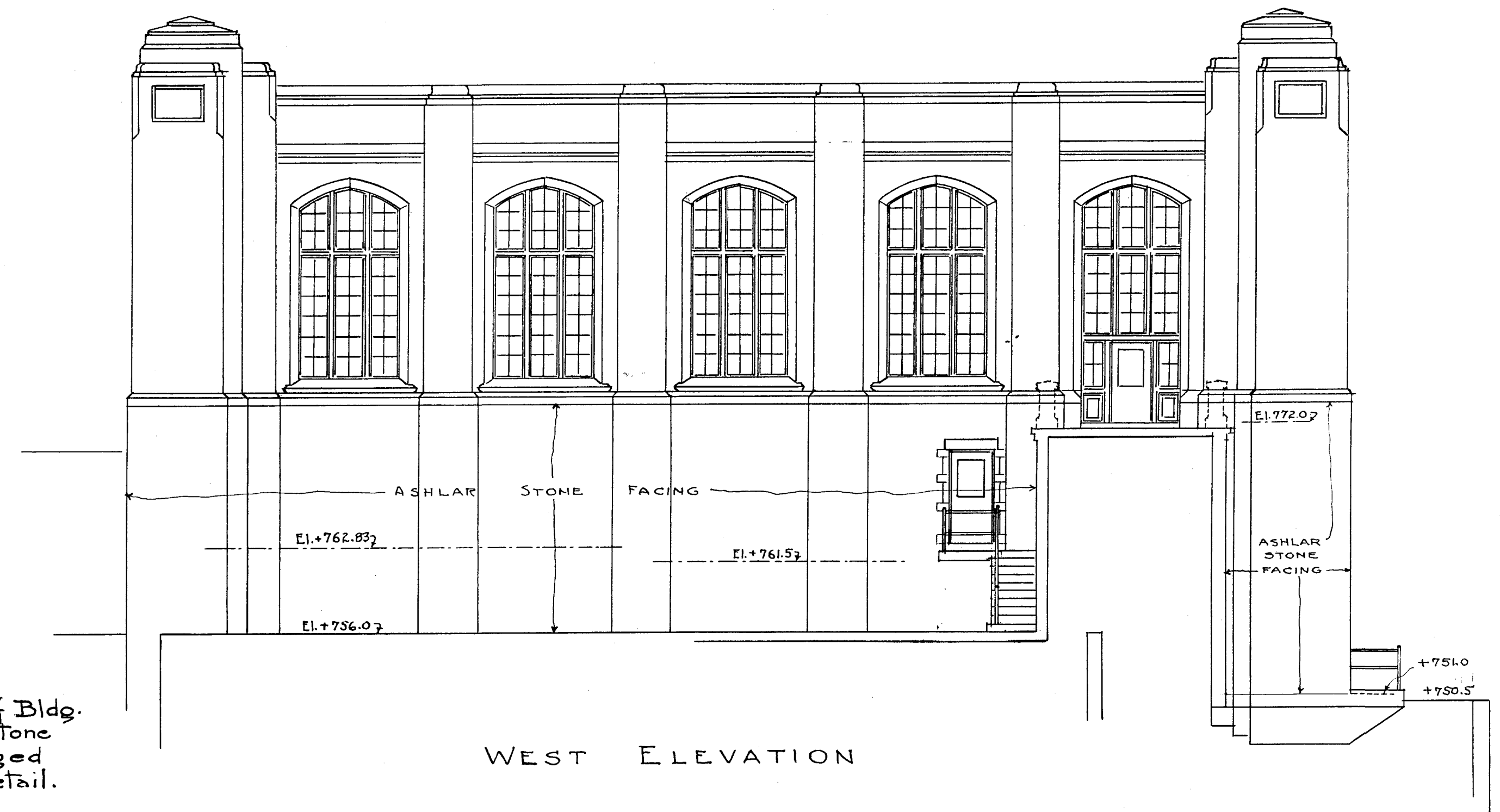
APPROVED: November 1, 1932
Wm. Henry MAYOR
BOARD OF PUBLIC WORKS:
John W. Osburn CHAIRMAN
Wm. Henry SECRETARY
OF WATER DEPT.
HOAD, DECKER, SHOECRAFT AND DRURY
CONSULTING ENGINEERS

CITY OF FORT WAYNE, INDIANA
WATER WORKS IMPROVEMENTS
CONTRACT No. 14
ANTHONY BOULEVARD DAM AND PUMPING STATION
PLAN OF DAM
AND PUMPING STATION

SCALE IN FEET
0 5 10 15
OCTOBER 1932



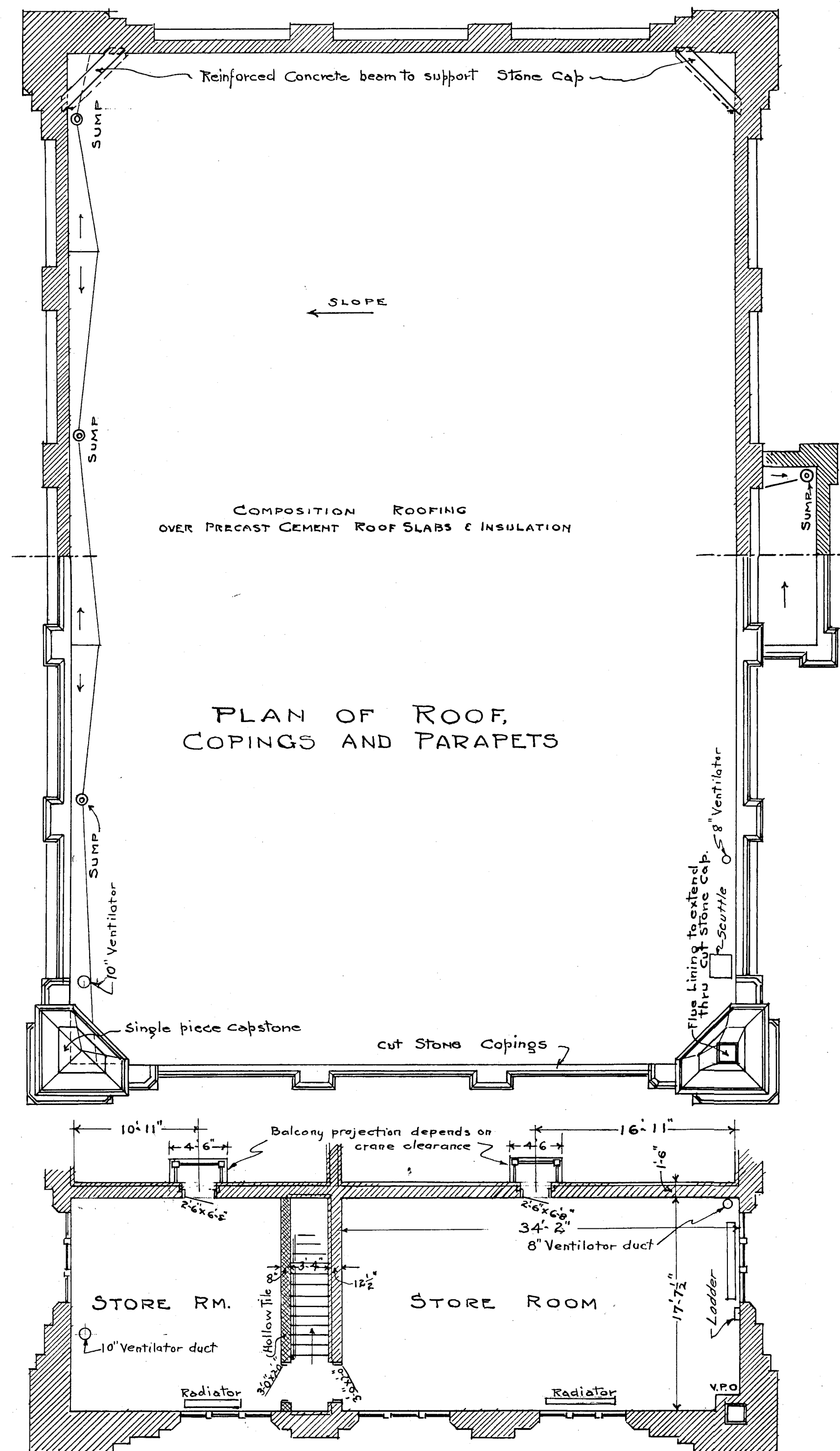
Note: All exterior walls of Bldg. shall be faced with Cut Stone and Ashlar Stone arranged as shown on Typical Detail.



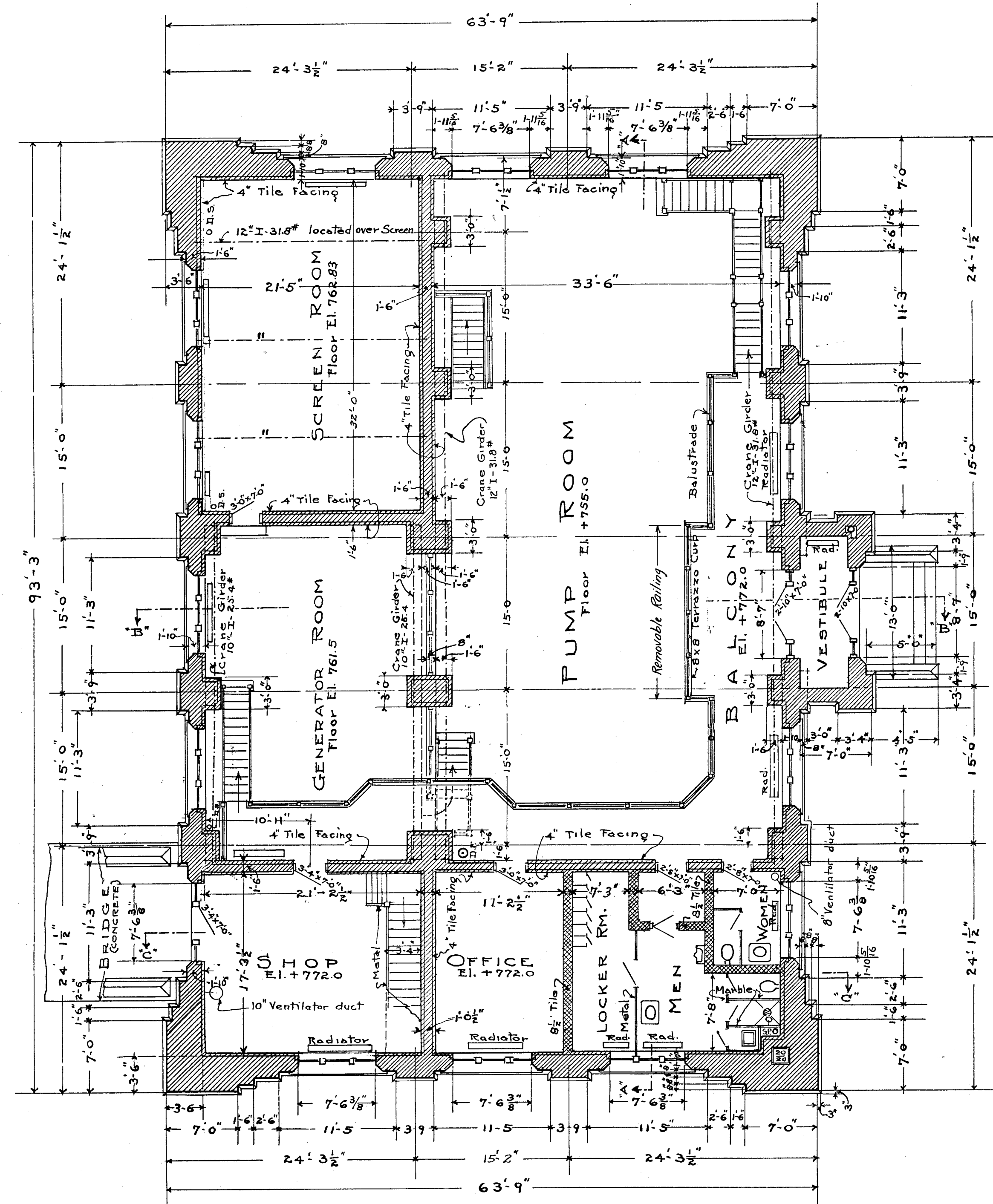
APPROVED: NOVEMBER 1, 1932
Wm. J. Deary MAYOR
 BOARD OF PUBLIC WORKS:
Wm. J. Deary CHAIRMAN
Wm. J. Deary SECRETARY
 HOOB, DECKER, SHOECRAFT AND DRURY
 CONSULTING ENGINEERS
 VICTOR A. MATTHESON ARCHITECT

CITY OF FORT WAYNE, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT No. 14
 ANTHONY BOULEVARD DAM AND PUMPING STATION
BUILDING ELEVATIONS

SCALE IN FEET
 0 2 4 6 8 10
 OCTOBER 1932



PLAN AT ELEV. + 785.5



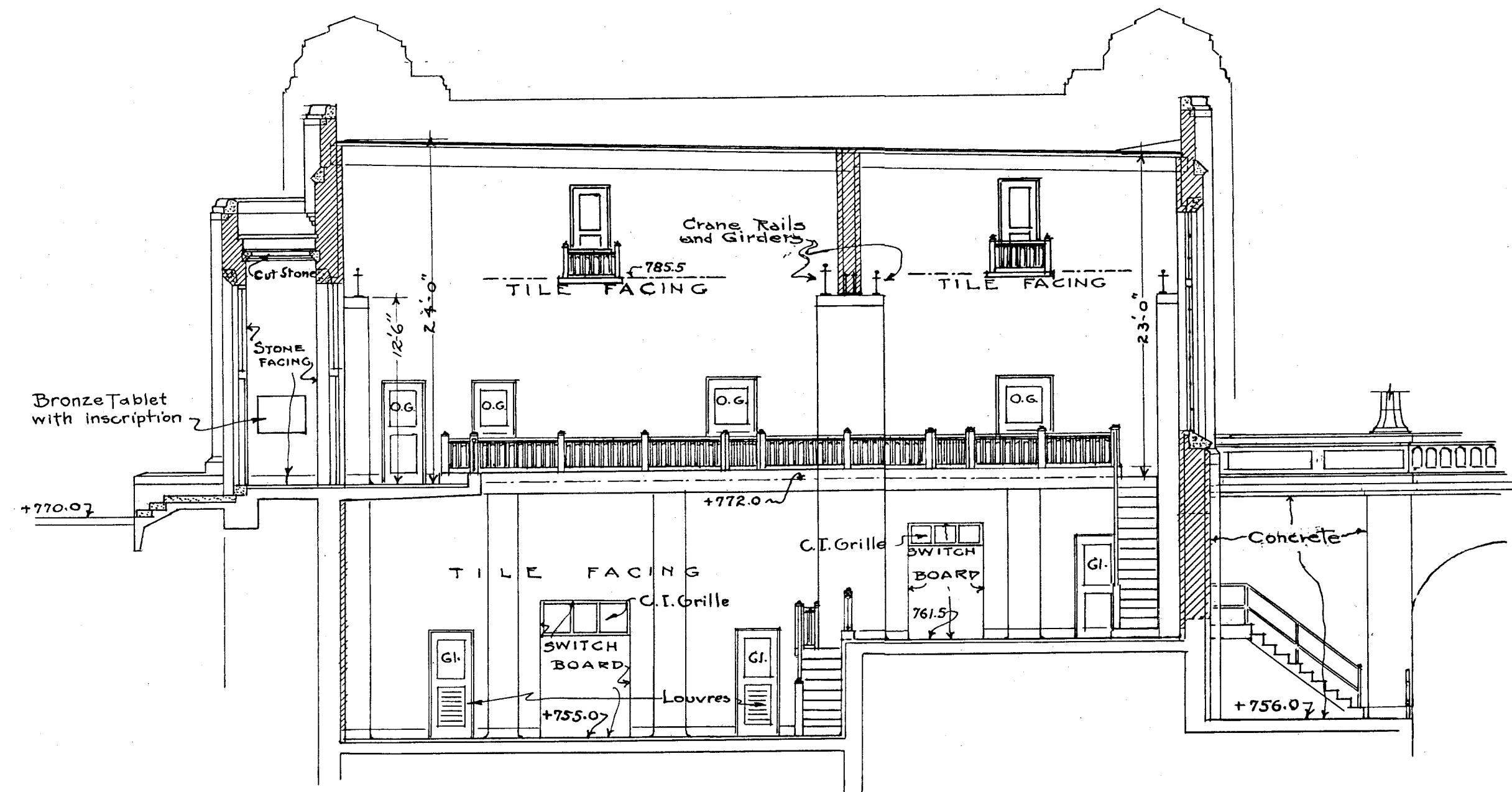
PLAN AT ELEVATION + 772.0

APPROVED: NOVEMBER 1, 1932
 Mayor
 Board of Public Works
 Chairman
 Secretary
 HOAR, DECKER, SHOECRAFT AND DRURY
 CONSULTING ENGINEERS
 VICTOR A. MATTESON ARCHITECT

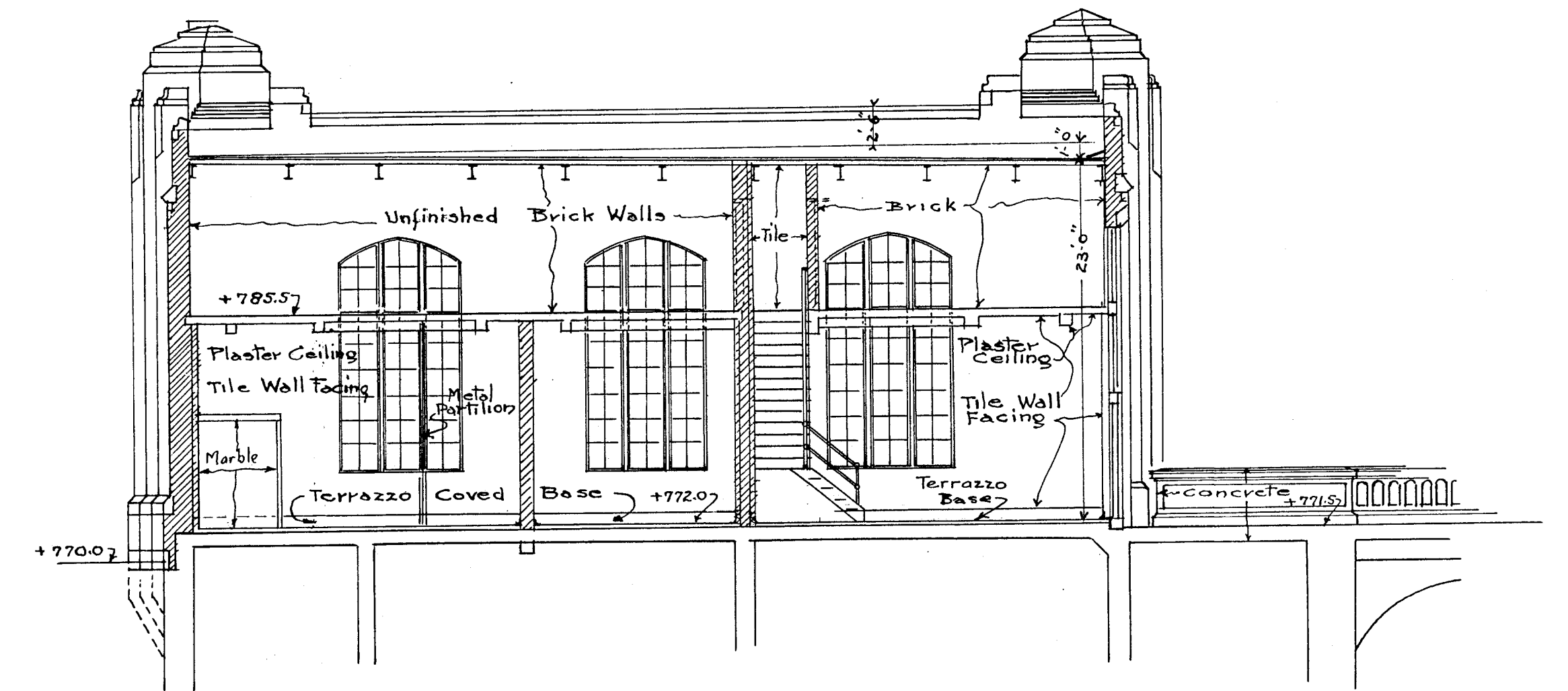
CITY OF FORT WAYNE, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT No. 14

ANTHONY BOULEVARD DAM AND PUMPING STATION
 SUPERSTRUCTURE PLANS

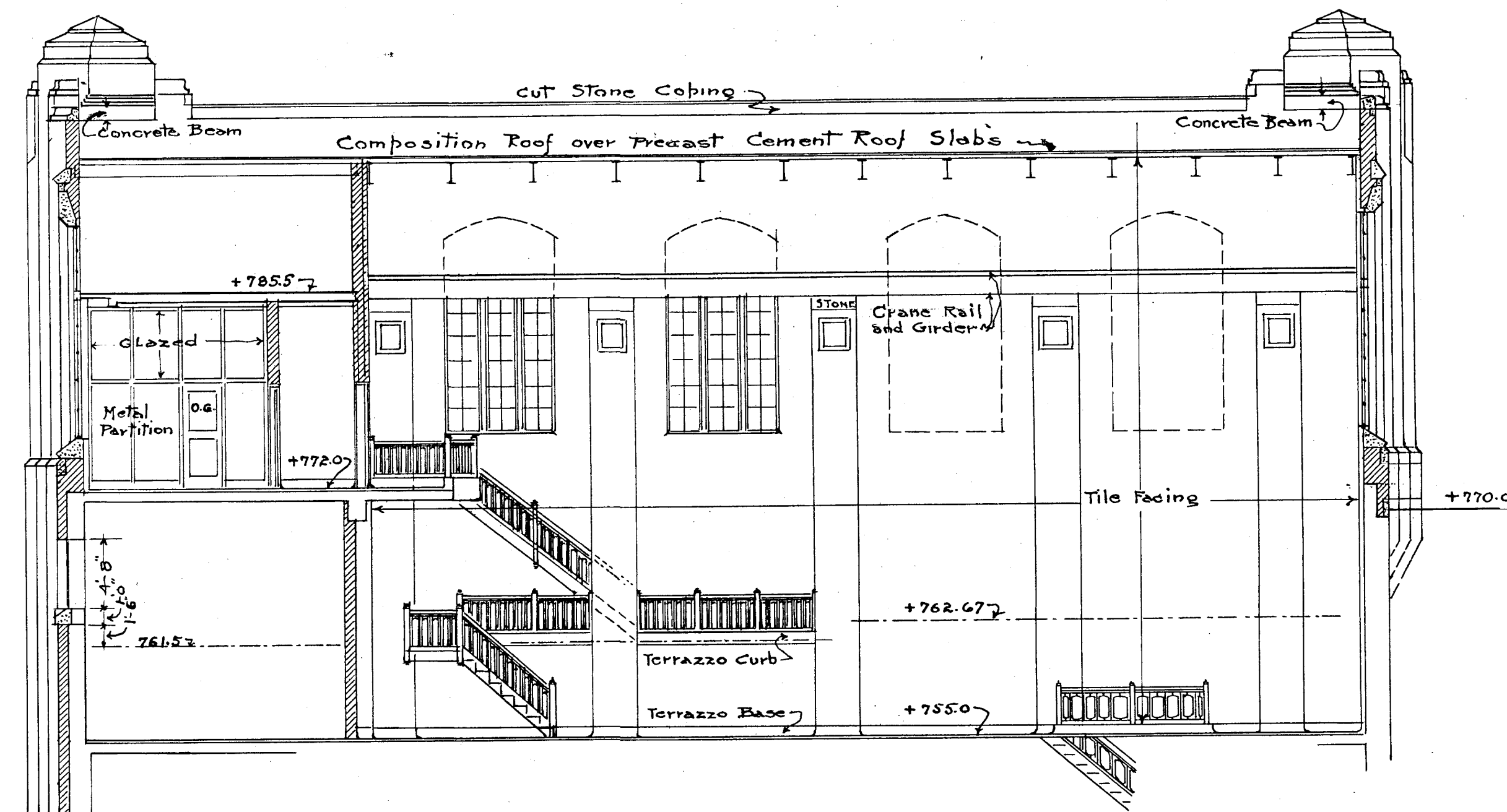
SCALE IN FEET
 0 5 10 15
 OCTOBER 1932



CROSS SECTION AT "B-B"
LOOKING SOUTH



CROSS SECTION AT "C-C"
LOOKING SOUTH



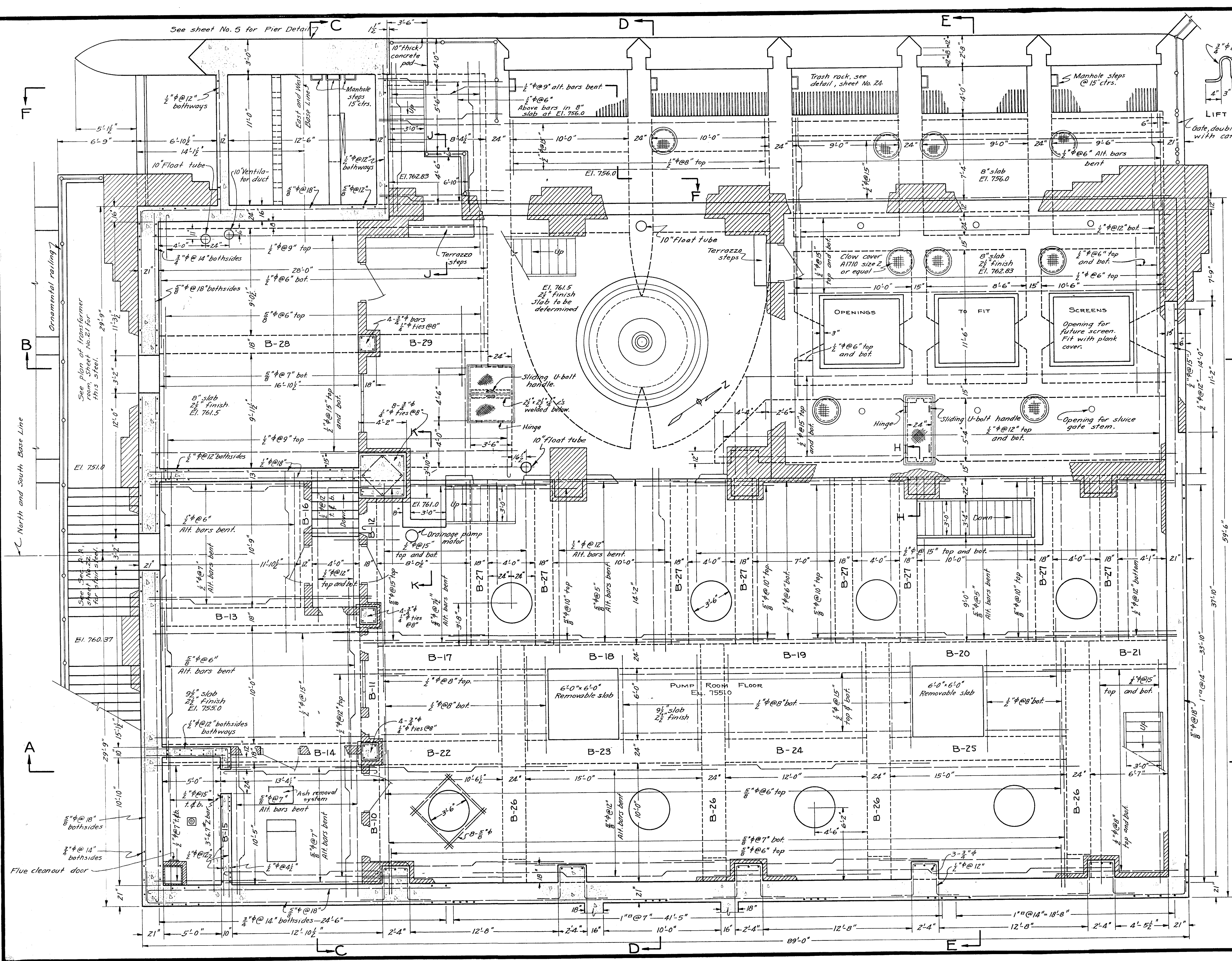
LONGITUDINAL SECTION "A-A"
LOOKING WEST

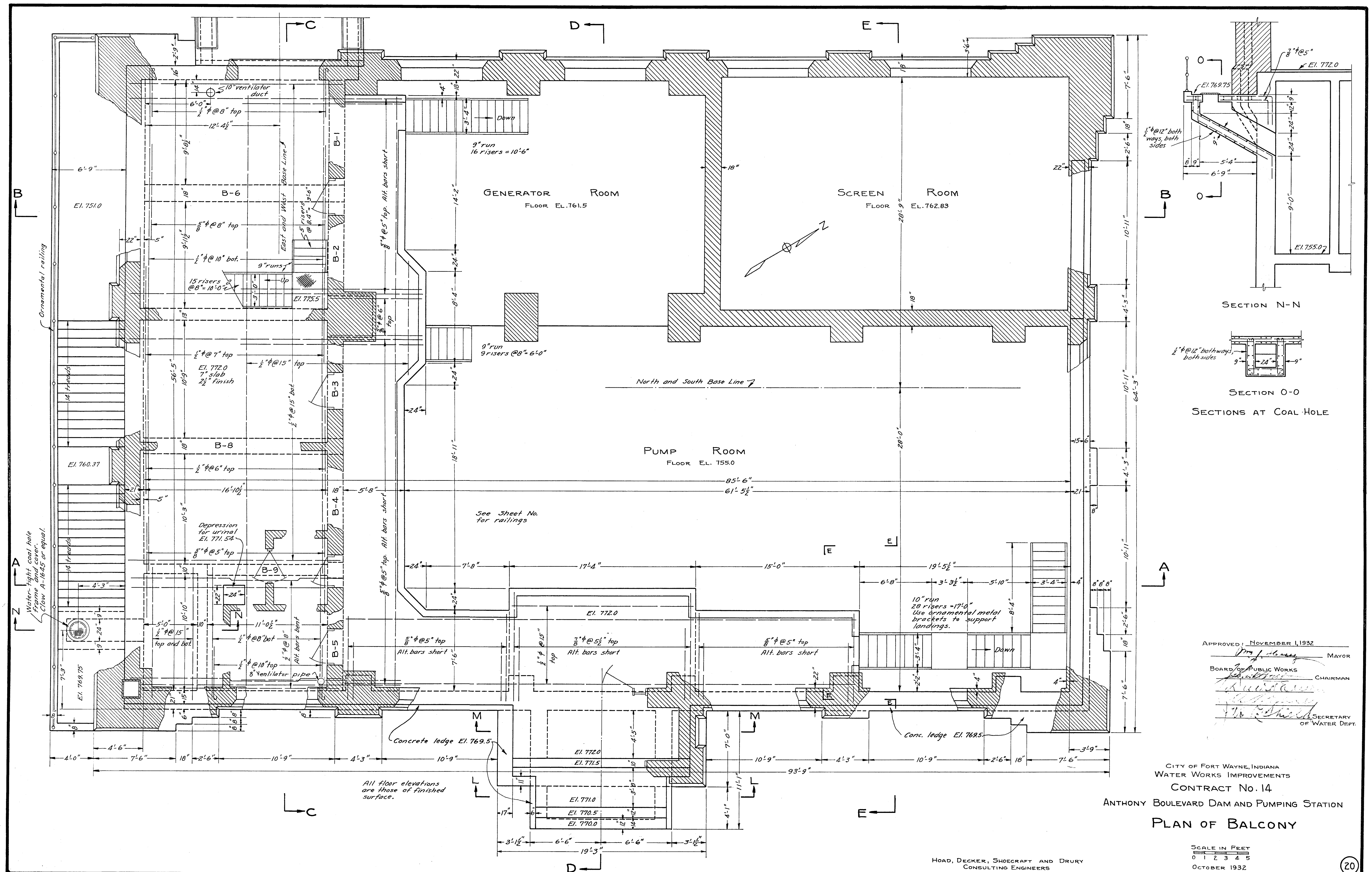
APPROVED: NOVEMBER 1, 1932
Wm. J. [Signature] MAYOR
 BOARD OF PUBLIC WORKS
[Signature] CHAIRMAN
[Signature] SECRETARY
 HOAD, DECKER, SHORCRAFT AND DRURY
 CONSULTING ENGINEERS
 VICTOR A. MATTESON ARCHITECT

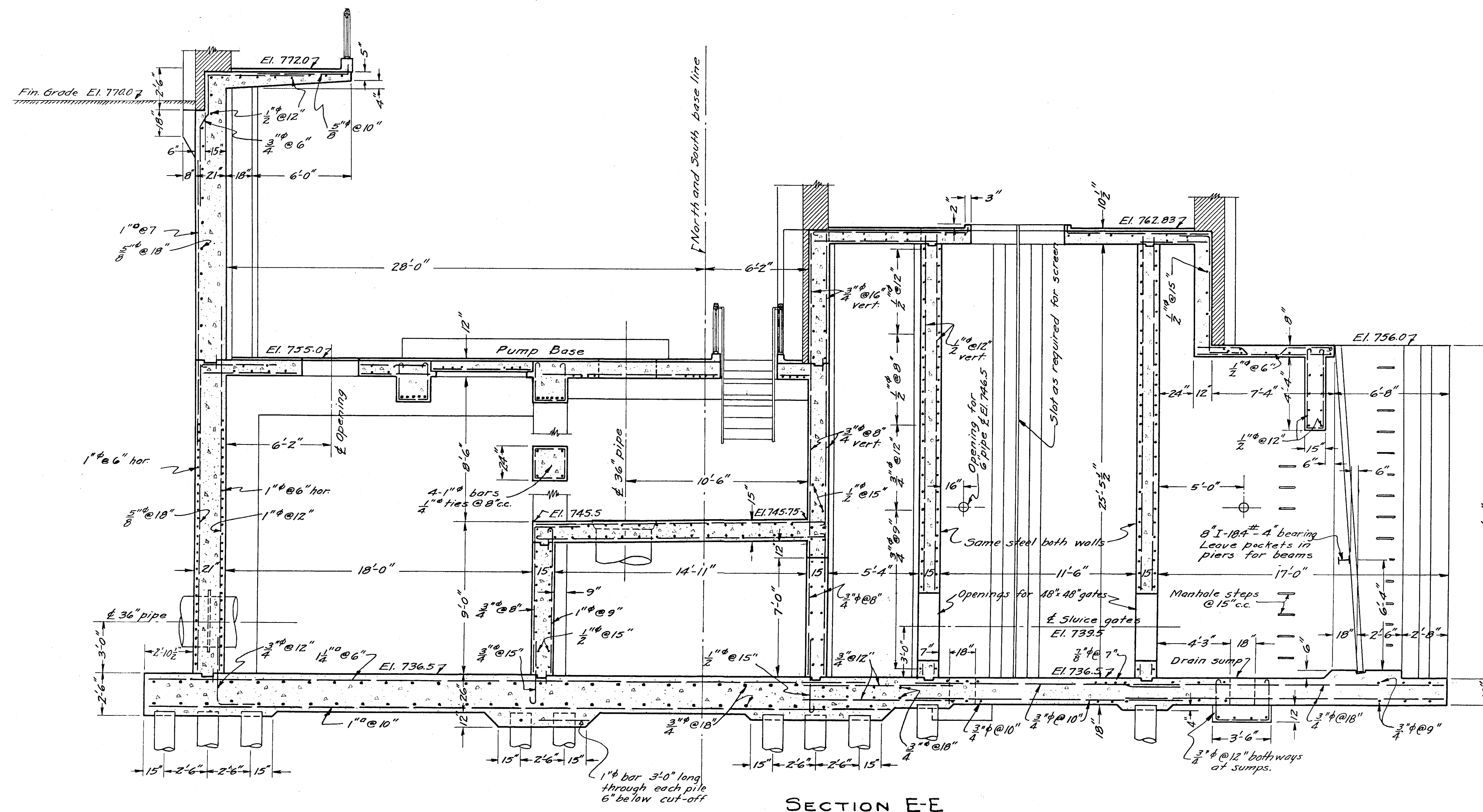
CITY OF FORT WAYNE, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT NO. 14
 ANTHONY BOULEVARD DAM AND PUMPING STATION
 SECTIONAL ELEVATIONS
 OF BUILDING

SCALE IN FEET
 0 5 10 15
 OCTOBER 1932

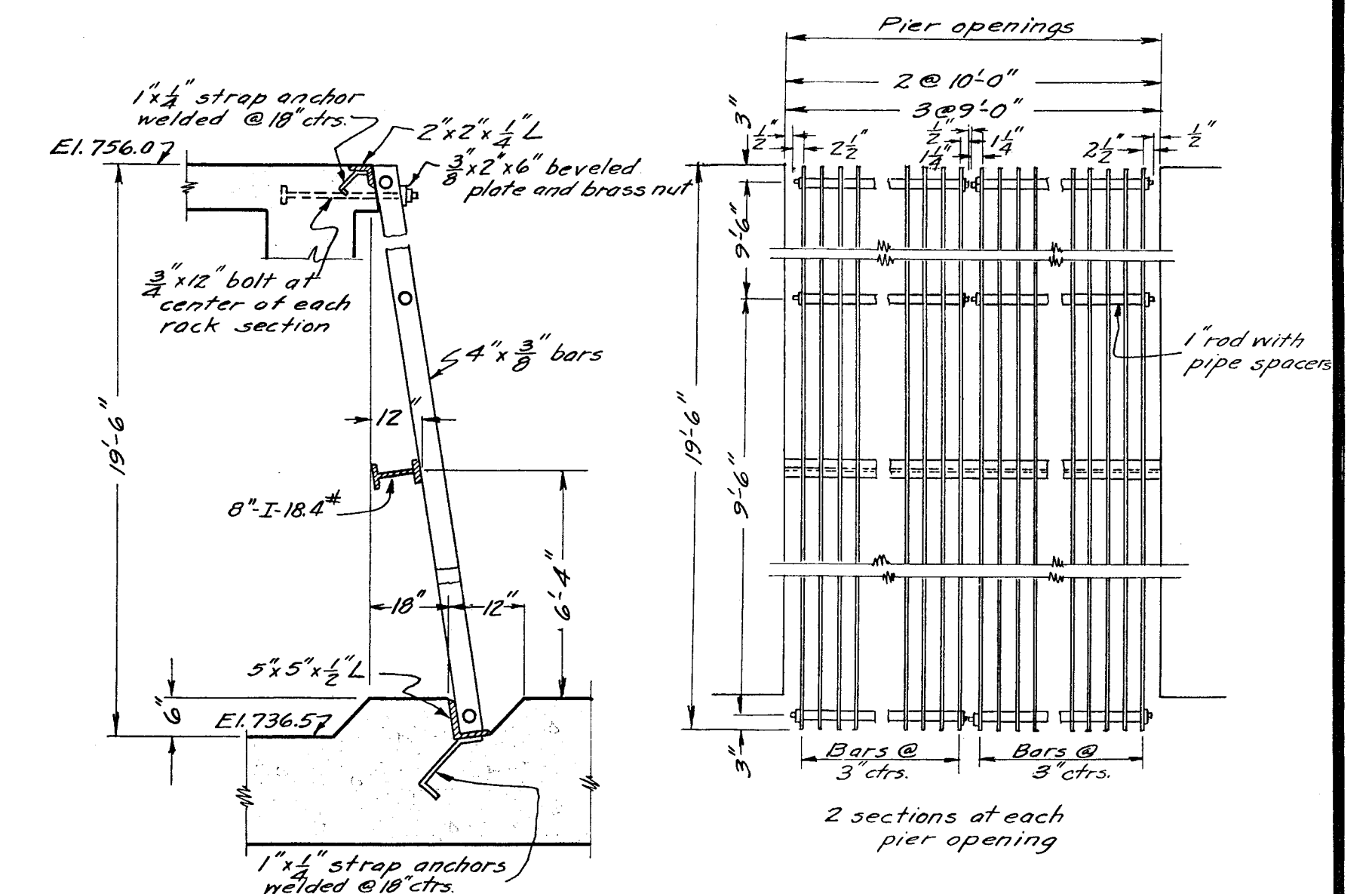
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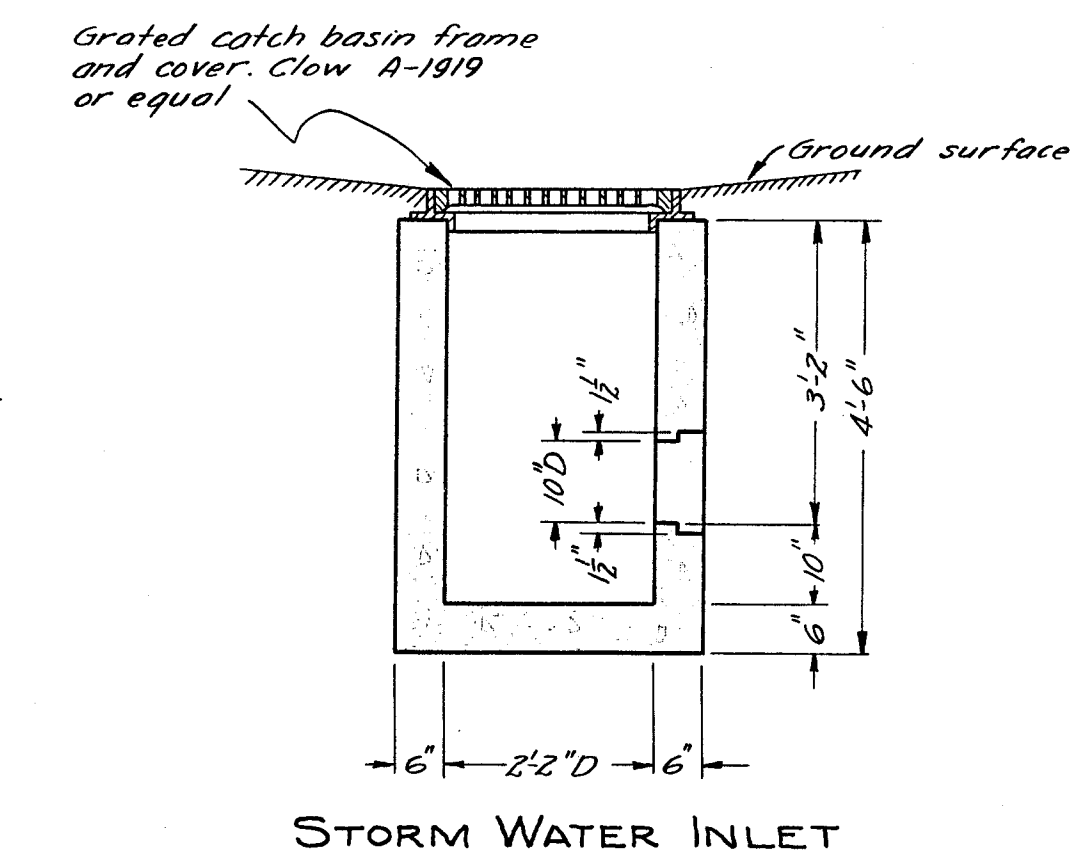




SECTION E-E



DETAIL OF TRASH RACKS

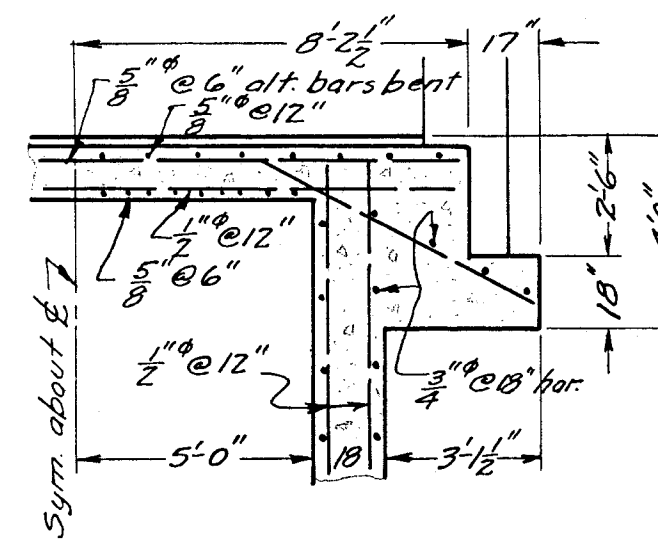


STORM WATER INLET

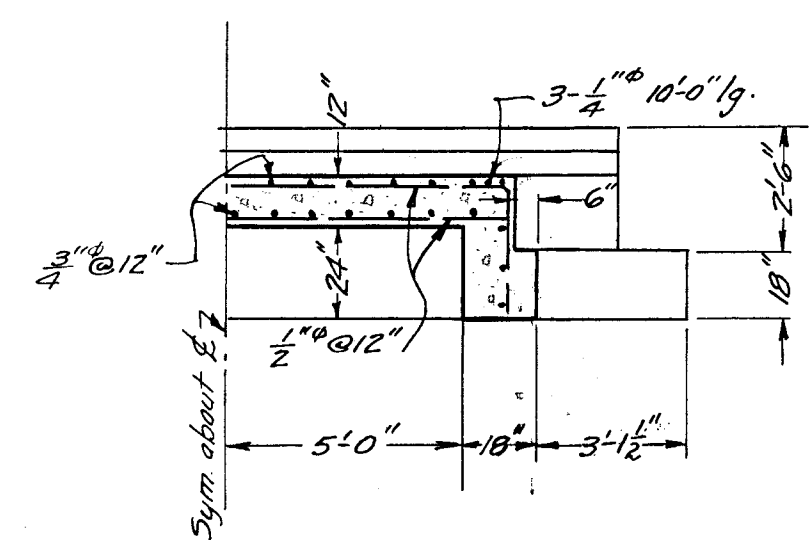
APPROVED: NOVEMBER 1, 1932
 Mayor
 Board of Public Works
 Chairman
 Secretary of Water Dept.
 Road, Decker, Shoecraft and Drury
 Consulting Engineers

CITY OF FORT WAYNE, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT No. 14
 ANTHONY BOULEVARD DAM AND PUMPING STATION
**CROSS SECTION
 THROUGH SCREEN ROOM**

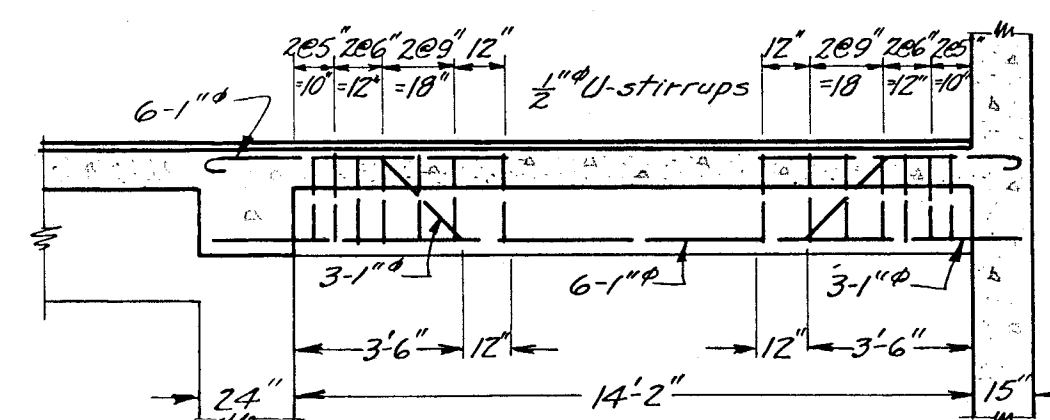
SCALE IN FEET
 0 1 2 3 4 5
 OCTOBER 1932



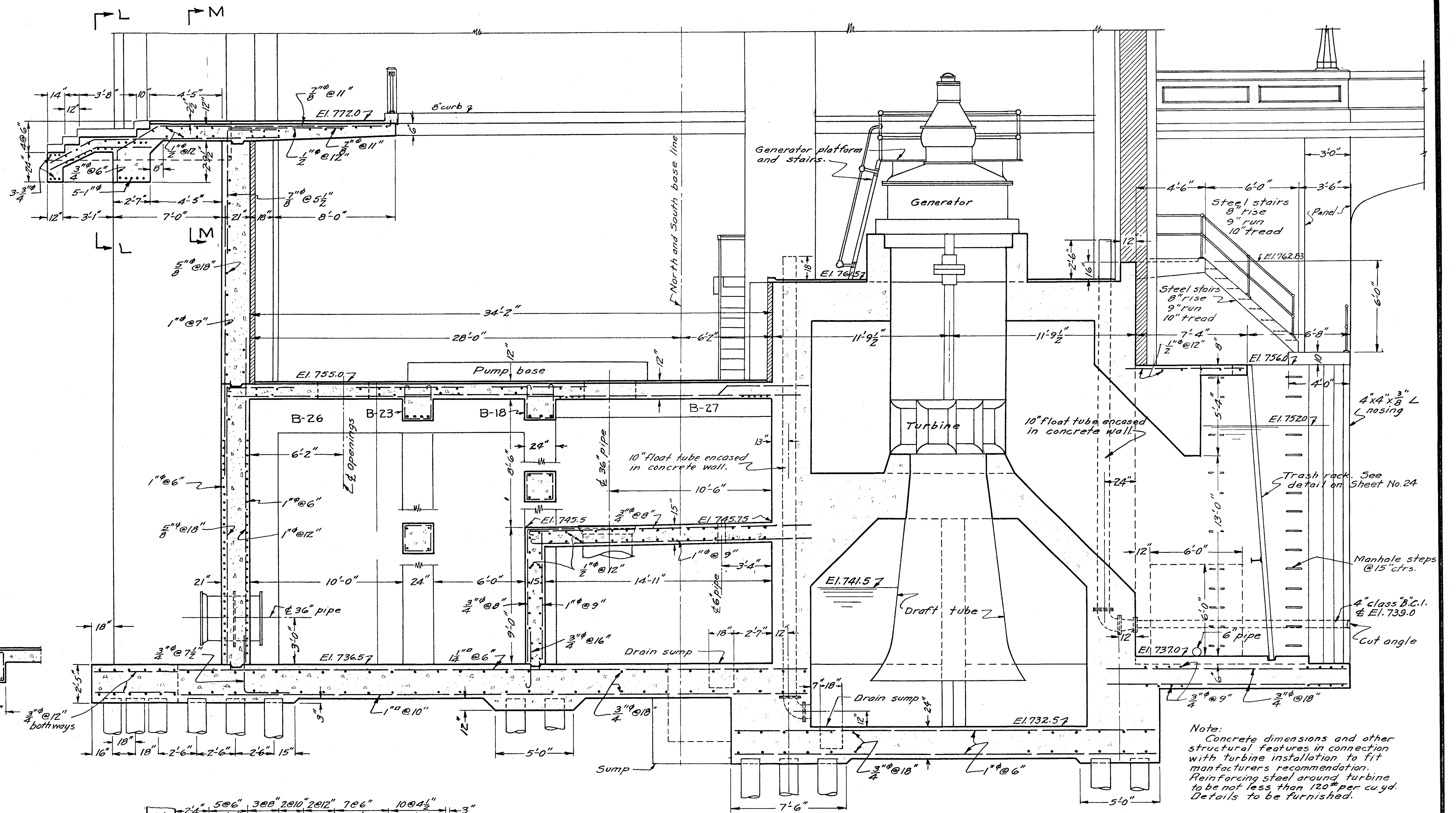
SECTION M-M



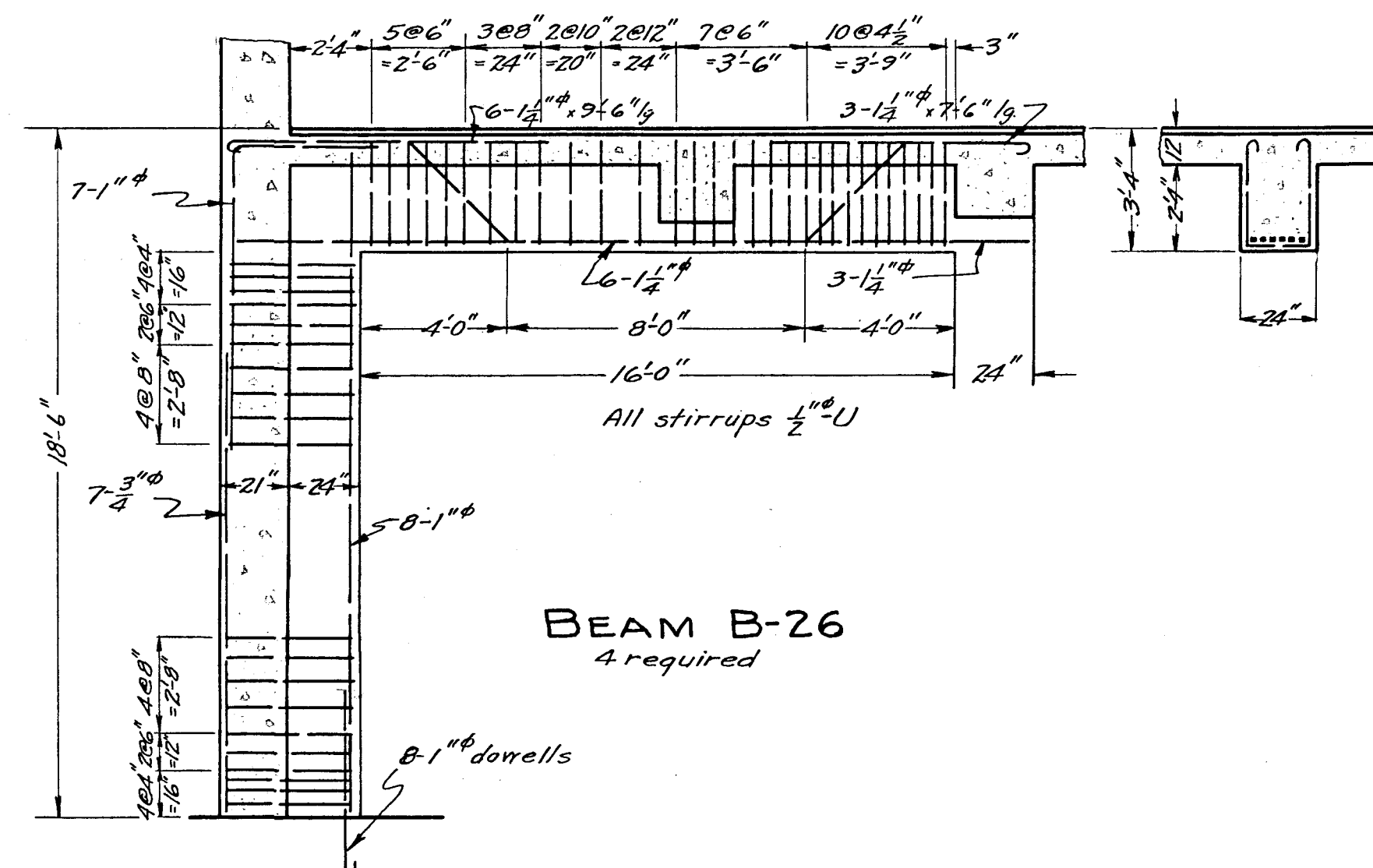
SECTION L-L



BEAM B-27
8 required



Note:
Concrete dimensions and other structural features in connection with turbine installation to fit manufacturer's recommendation. Reinforcing steel around turbine to be not less than 120# per cu. yd. Details to be furnished.



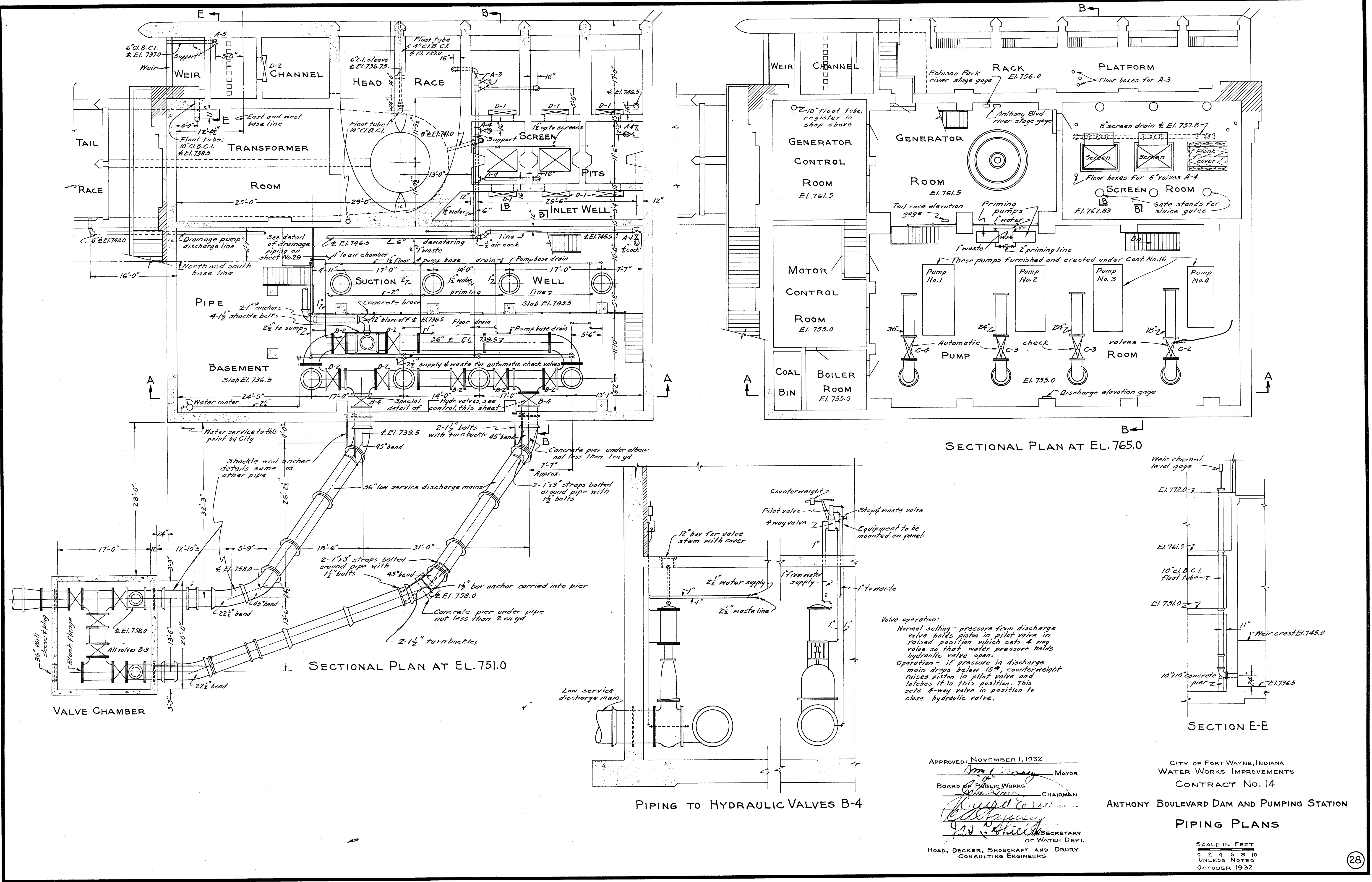
BEAM B-26
4 required

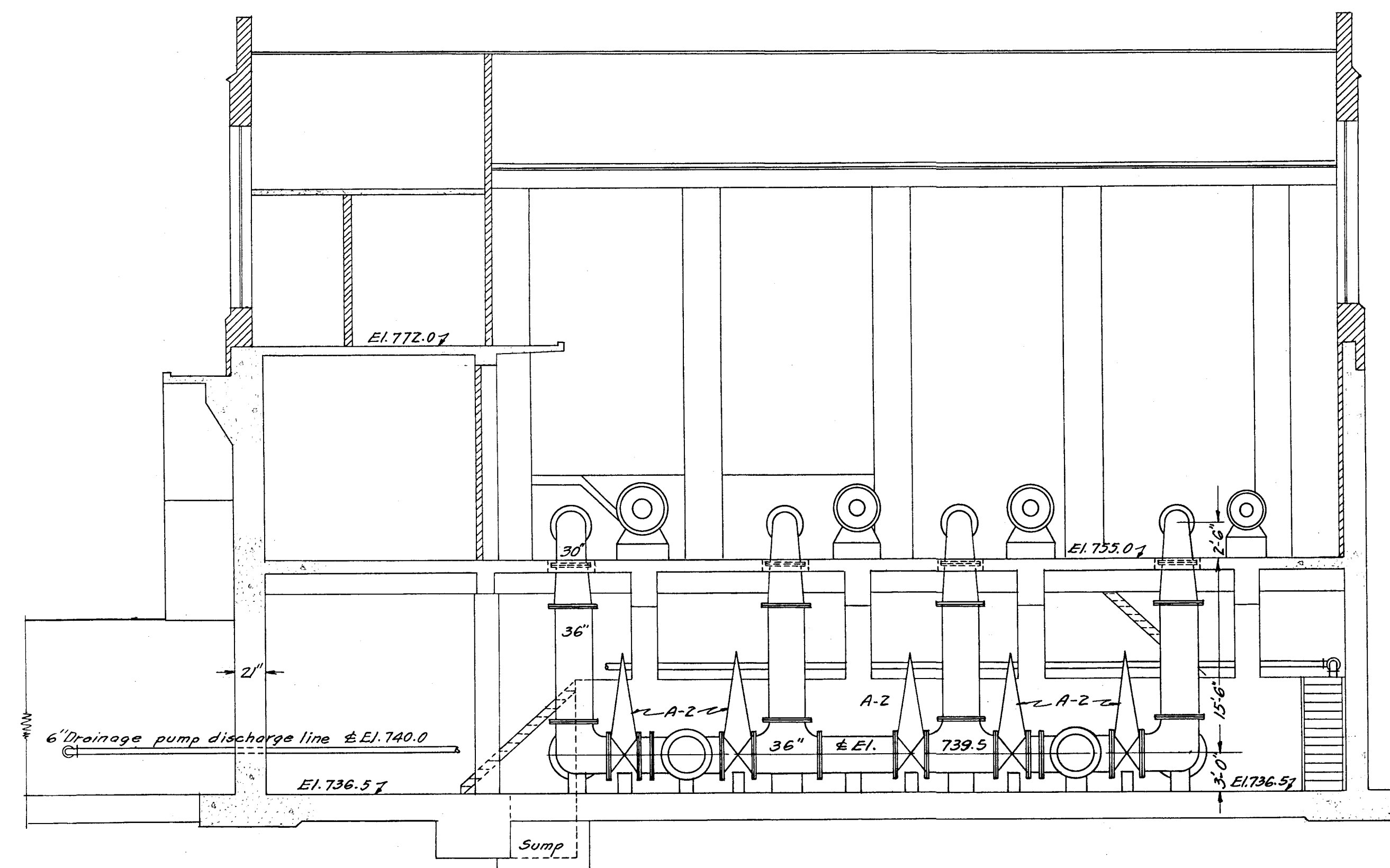
SECTION D-D

APPROVED: NOVEMBER 1, 1932
 Mayor
 Board of Public Works
 Chairman
 Secretary
 Board, Decker, Shoecraft and Drury
 Consulting Engineers

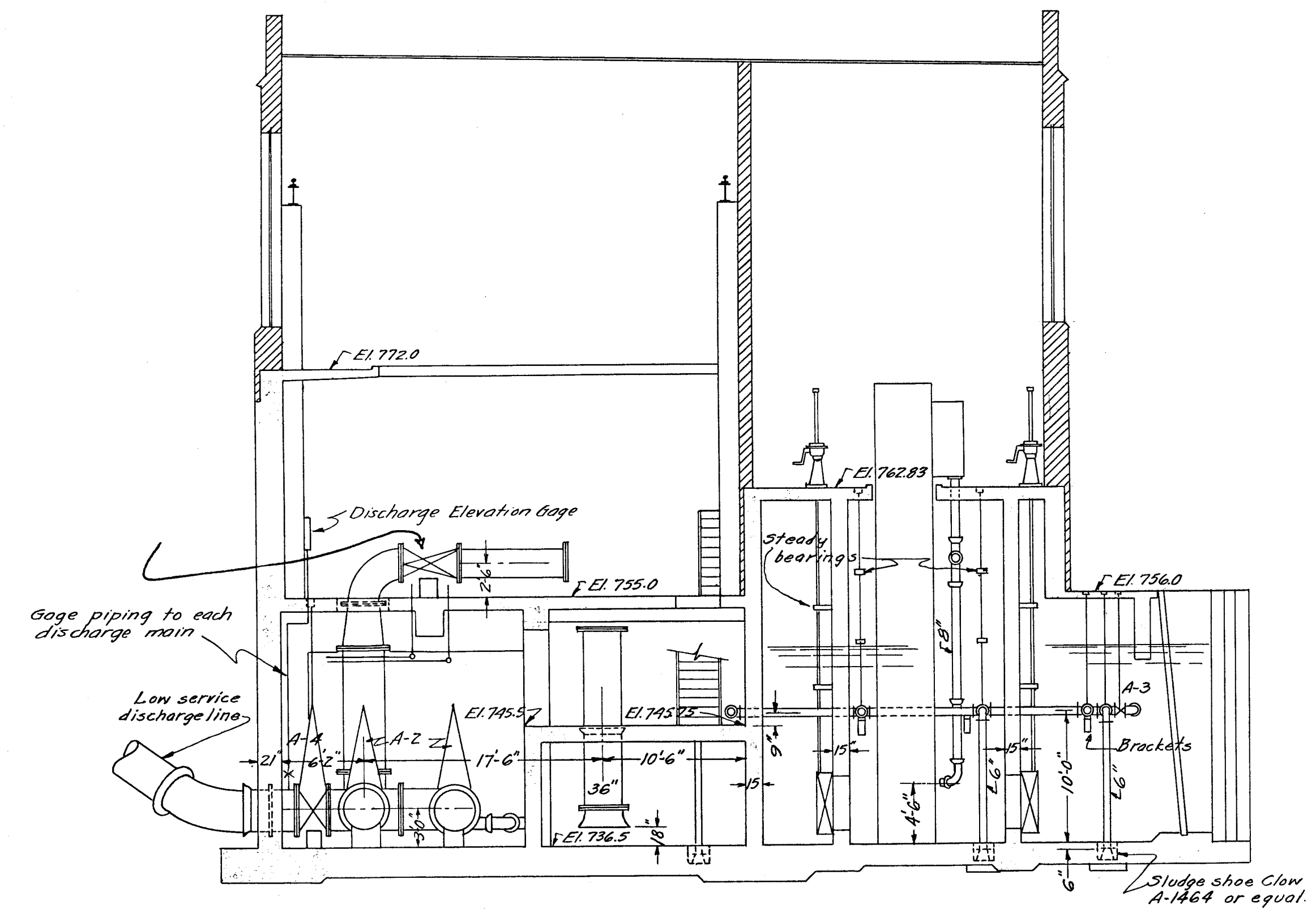
CITY OF FORT WAYNE, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT No. 14
 ANTHONY BOULEVARD DAM AND PUMPING STATION
 CROSS SECTION
 THROUGH GENERATOR

SCALE IN FEET
 0 1 2 3 4 5
 OCTOBER 1932

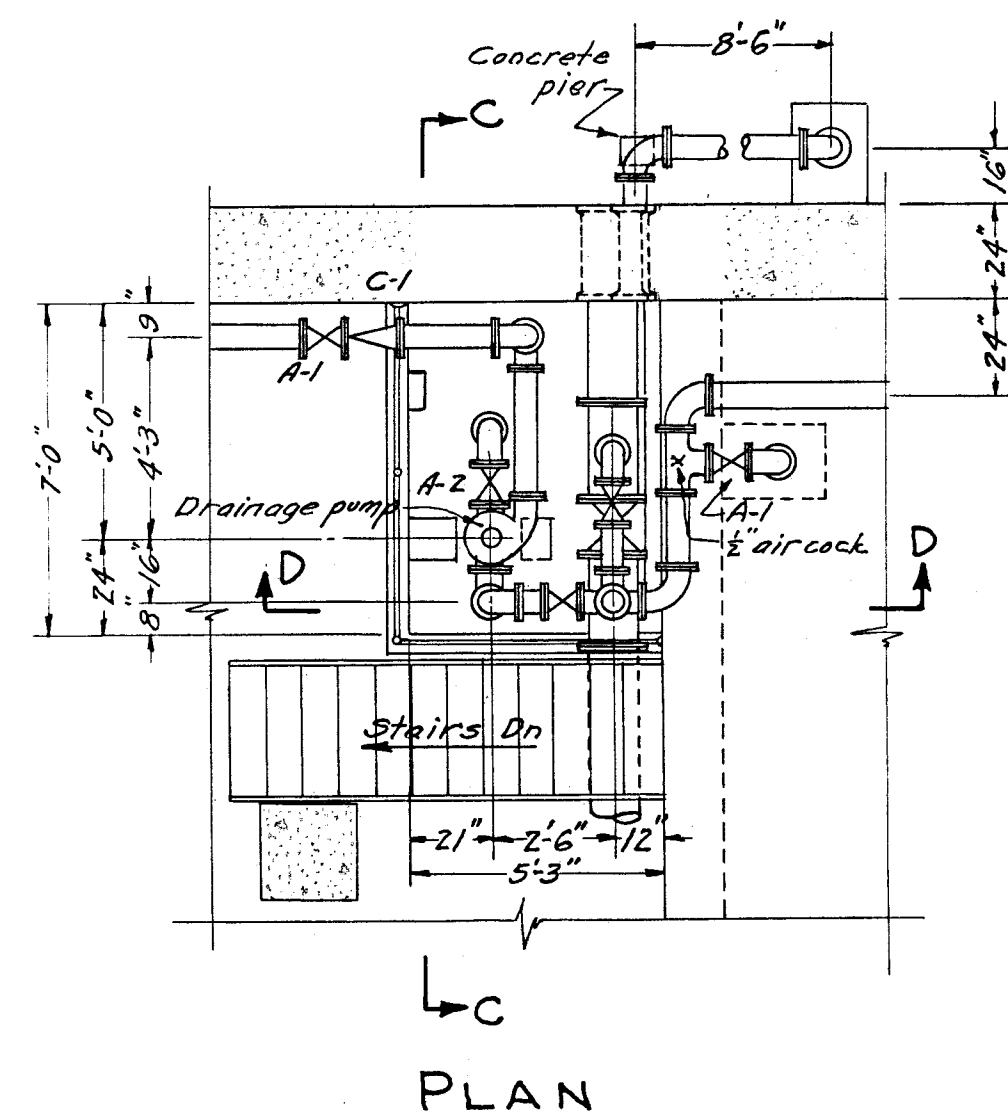




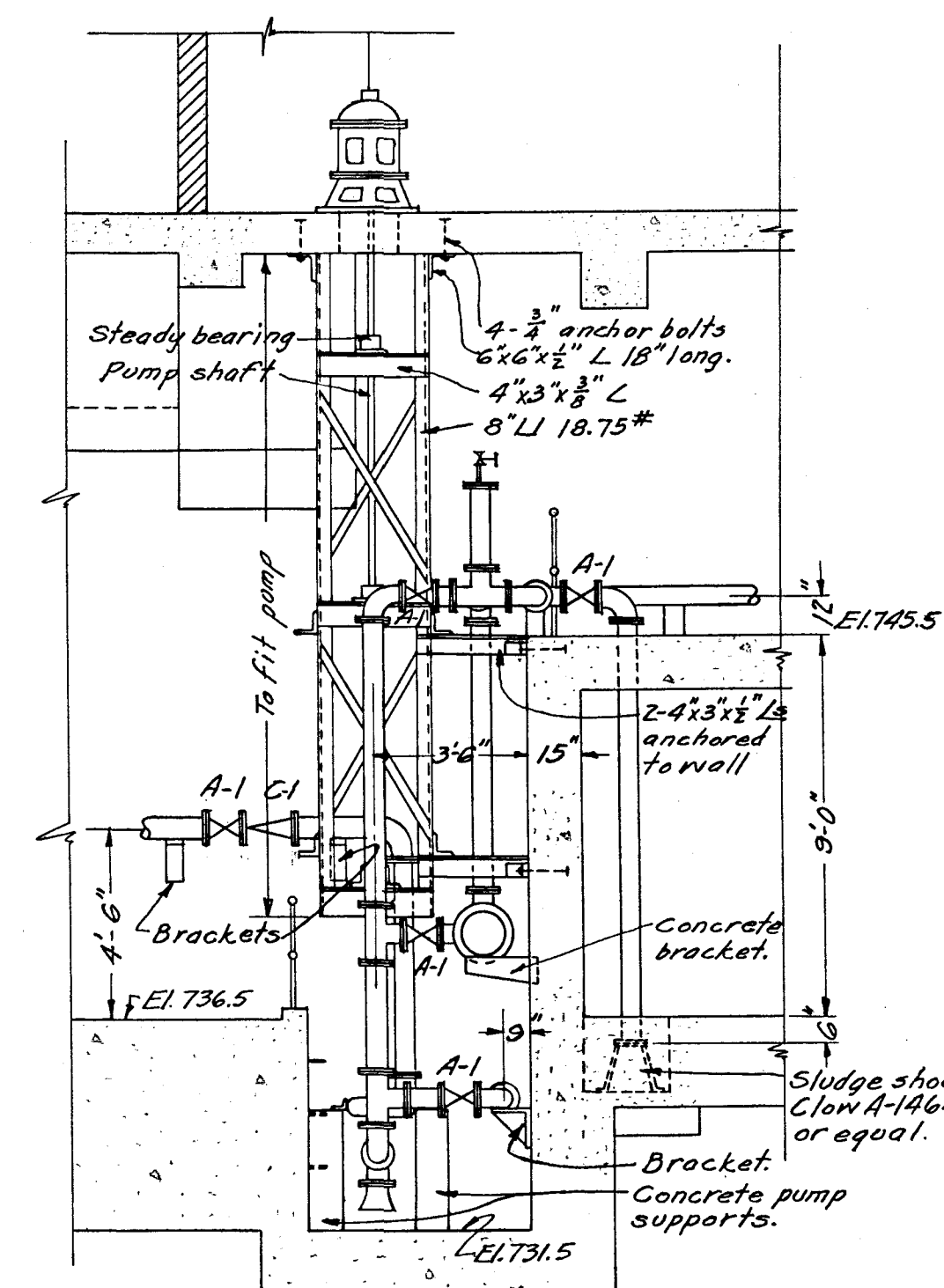
SECTION A-A



SECTION B-B


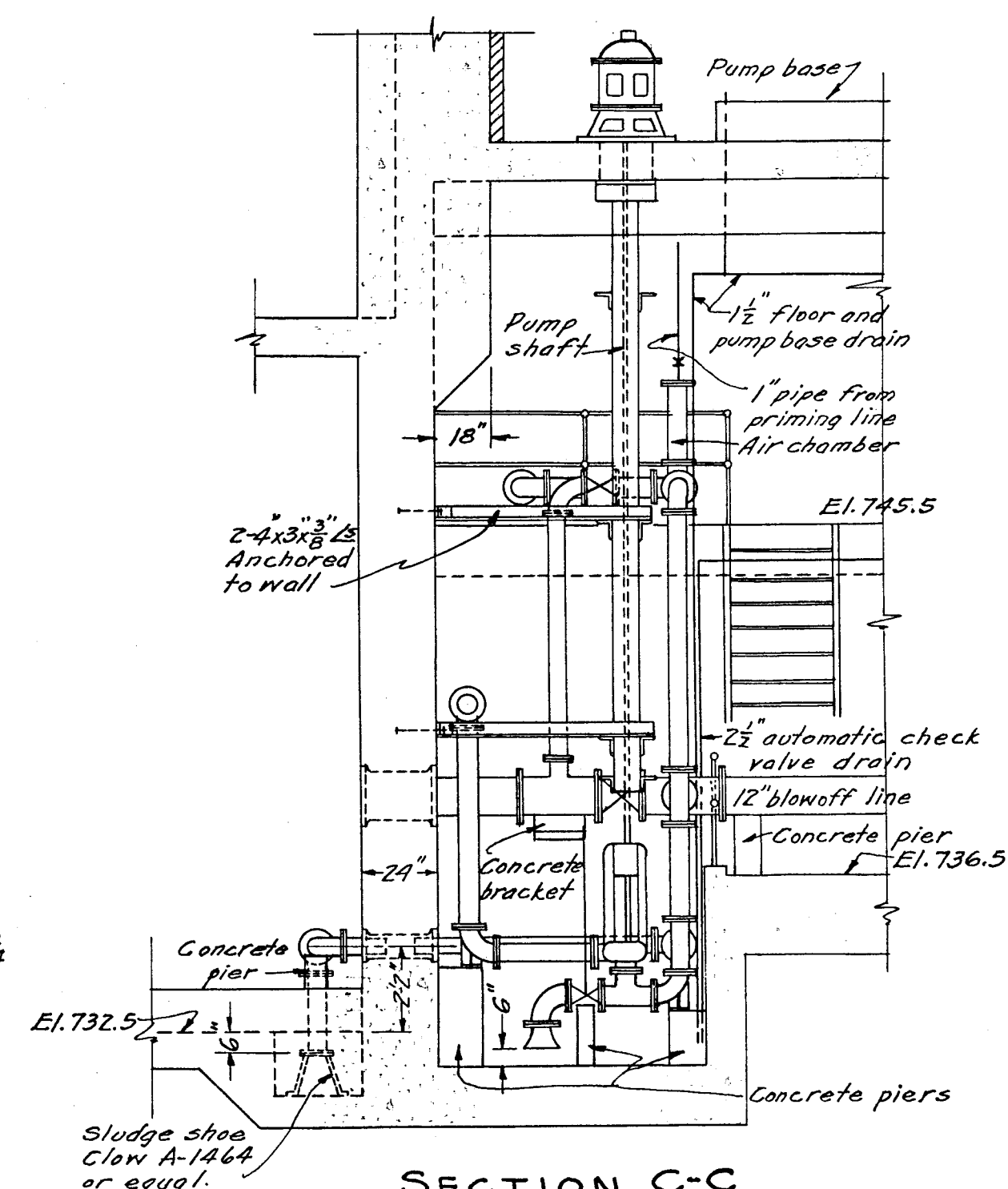


PLAN



SECTION D-D
PIPING DETAILS AT SUMP

SCALE IN FEET

A horizontal scale bar with tick marks at 0, 4, and 8 feet. The text "SCALE IN FEET" is centered above the bar.

SECTION C-C

APPROVED: NOVEMBER 1, 1932.

Wm. J. Harvey MAYOR

BOARD OF PUBLIC WORKS

Samuel D. ... CHAIRMAN

Edward ...

Chas. ...

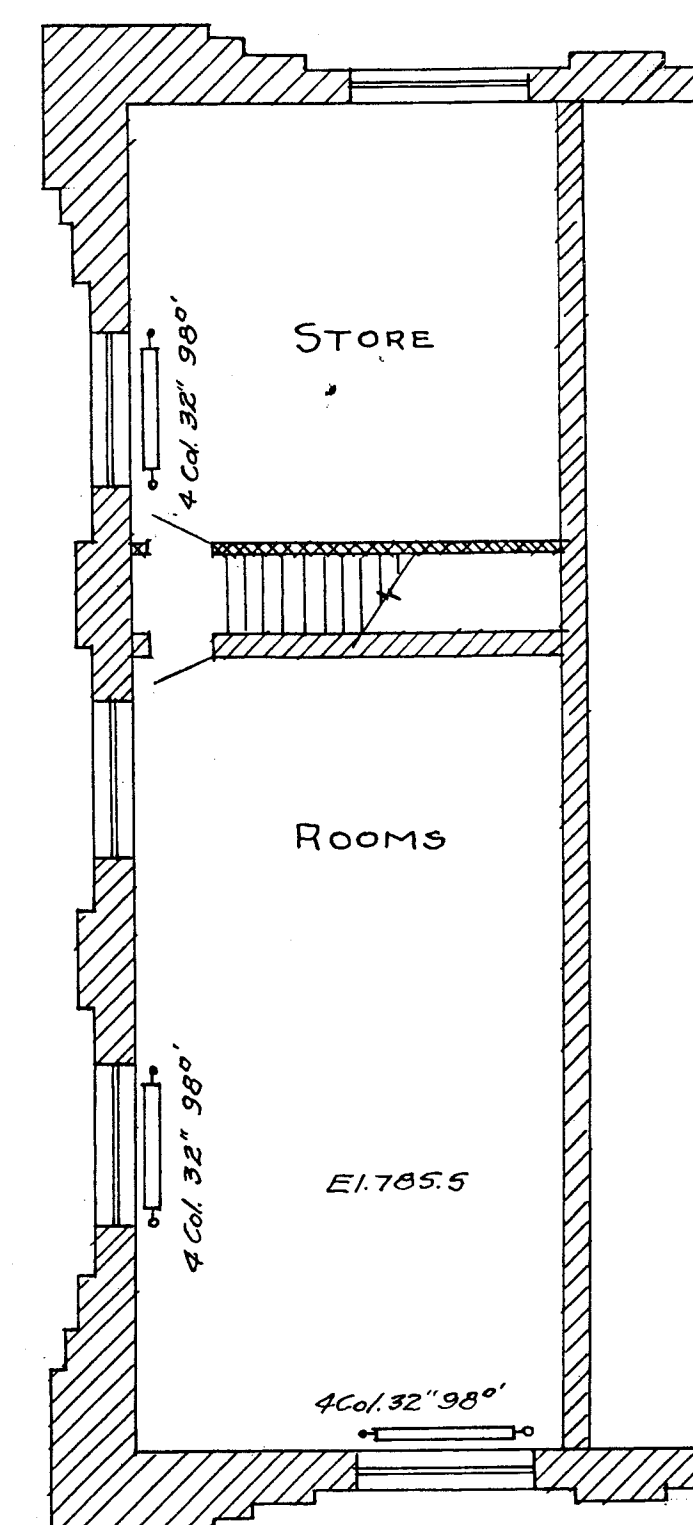
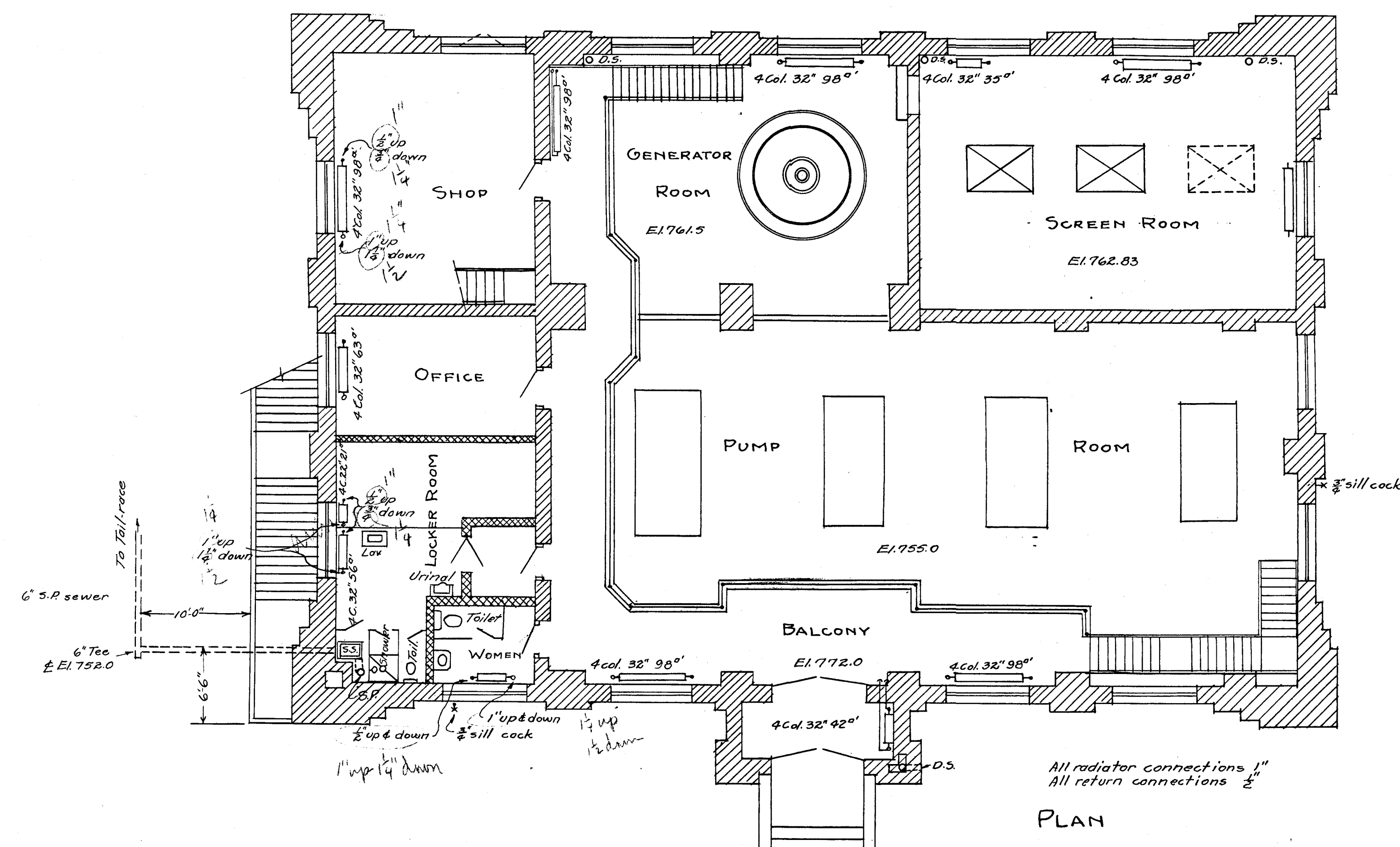
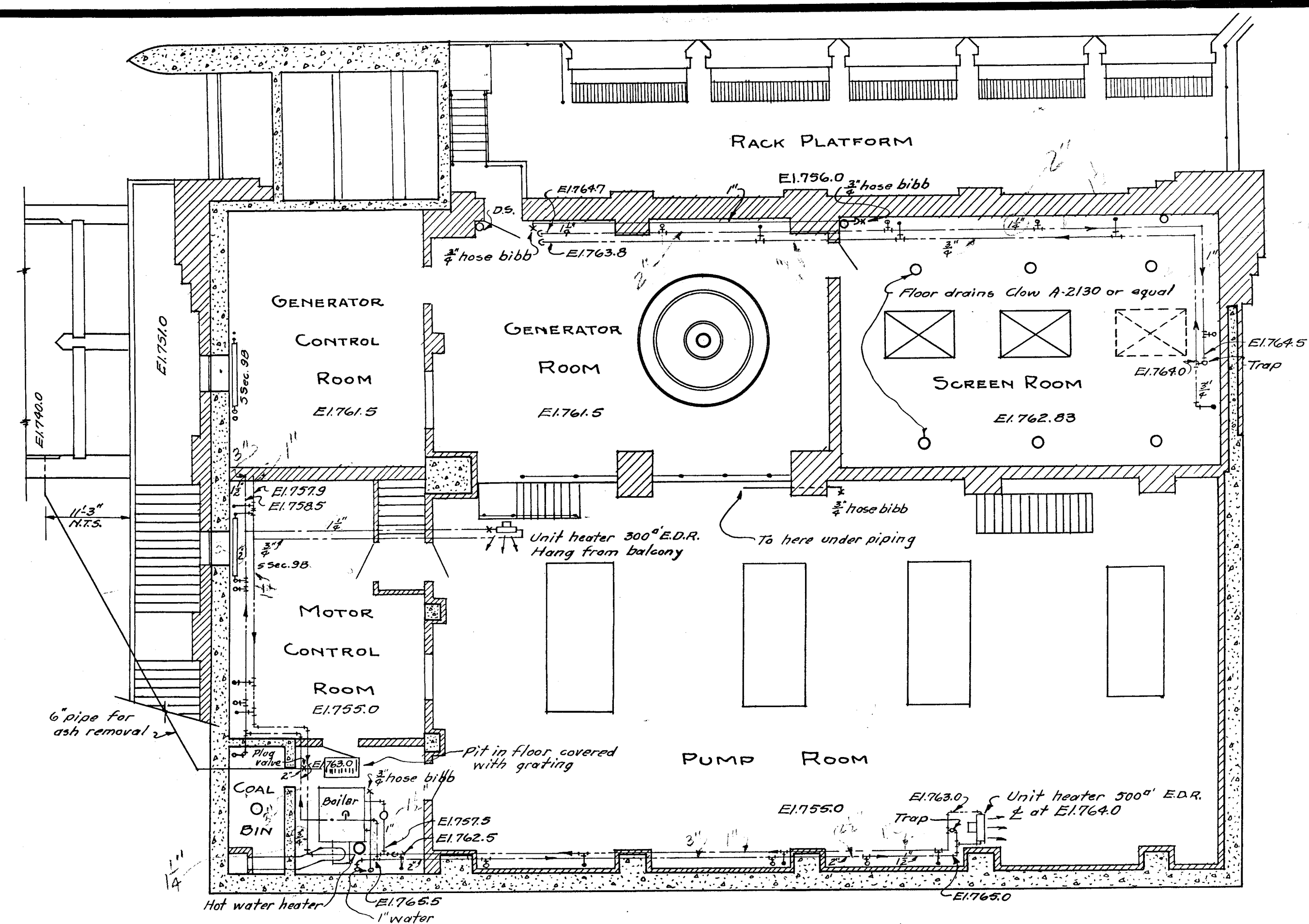
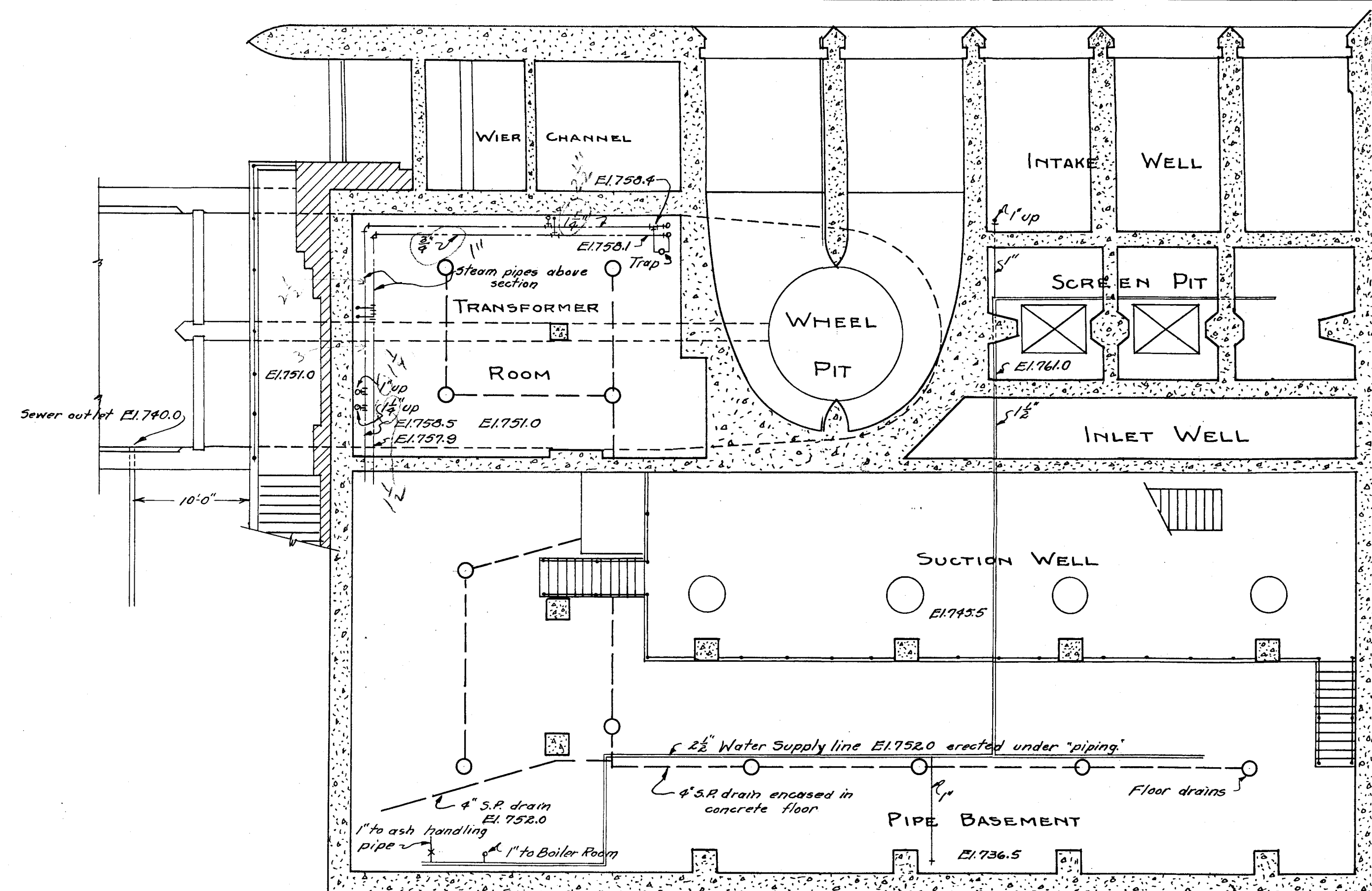
Wm. J. ... SECRETARY
OF WATER DEPT.

HOAD, DECKER, SHOEGRAFT AND DRURY
CONSULTING ENGINEERS

CITY OF FORT WAYNE, INDIANA
WATER WORKS IMPROVEMENTS
CONTRACT No. 14

ANTHONY BOULEVARD DAM AND PUMPING STATION
PIPING SECTIONS

SCALE IN FEET
0 2 4 6 8 10
UNLESS NOTED
OCTOBER, 1932




APPROVED NOVEMBER 1, 1932
Wm. H. Carey MAYOR
 BOARD OF PUBLIC WORKS
Wm. H. Carey CHAIRMAN
Richard C. Green
Wm. H. Carey
Earl A. Underhill SECRETARY
 OF WATER DEPT.
 HOOD, DECKER, SHOEGRAFT AND DRURY
 CONSULTING ENGINEERS

CITY OF FORT WAYNE, INDIANA
WATER WORKS IMPROVEMENTS
CONTRACT NO. 14
ANTHONY BOULEVARD DAM AND PUMPING STATION
HEATING AND PLUMBING

ANTHONY BOULEVARD DAM AND PUMPING STATION

HEATING AND PLUMBING

SCALE IN FEET



OCTOBER 1932

ATTACHMENT 5

STAGING AND WORK AREA



ATTACHMENT 6
PICTURES OF ST JOE DAM SITE



Figure 1 (Left): Edge of Staging area near end of access road

Figure 2 (Right): End of Access Road



Figure 3 (Left): Entrance to Screen Room

Figure 4 (Right): Staging Area looking West

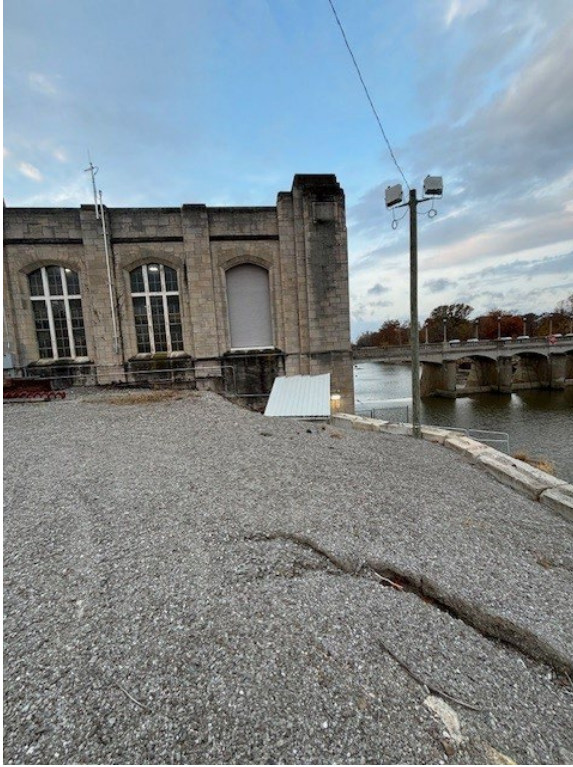


Figure 5 (Left): End of Staging area showing garage door going to screen room

Figure 6 (Right): Staging Area looking East



Figure 7 (Left): Screen Room on Pump Side looking North towards garage opening

Figure 8 (Right): Screen Room on Pump Side looking South towards screen room entrance



Figure 9 (Left):: Access Road to backside of St Joe Dam

Figure 10 (Right):: Access Hatch that houses the interior stop log guide slot

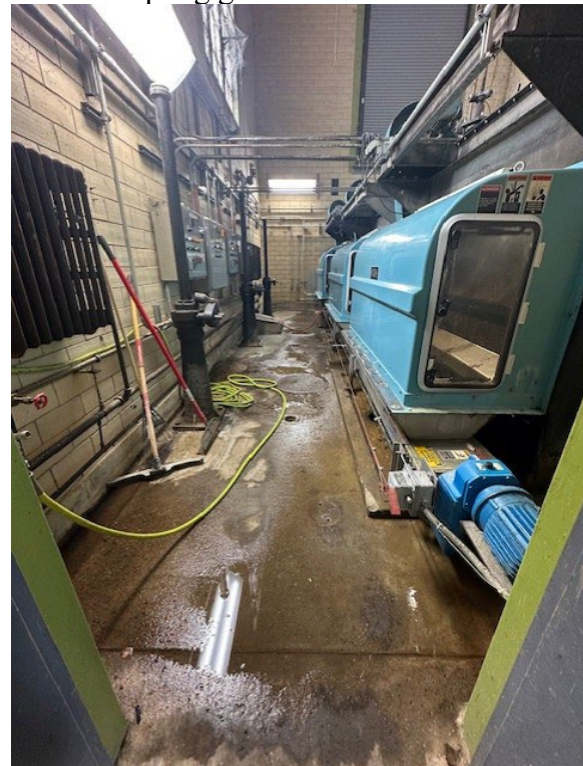


Figure 11 (Left): Screen Room on River Side looking North towards garage opening

Figure 12 (Right): Screen Room on River Side looking South towards screen room entrance



Figure 13 (Left): Sluice Gate #1 on Pump Side for Screen Channel #1



Figure 14 (Right): Sluice Gate #2 on Pump Side for Screen Channel #2



Figure 15 (Left): Sluice Gate #3 on Pump Side for Screen Channel #3



Figure 16 (Right): Sluice Gate #1 on River Side for Screen Channel #1

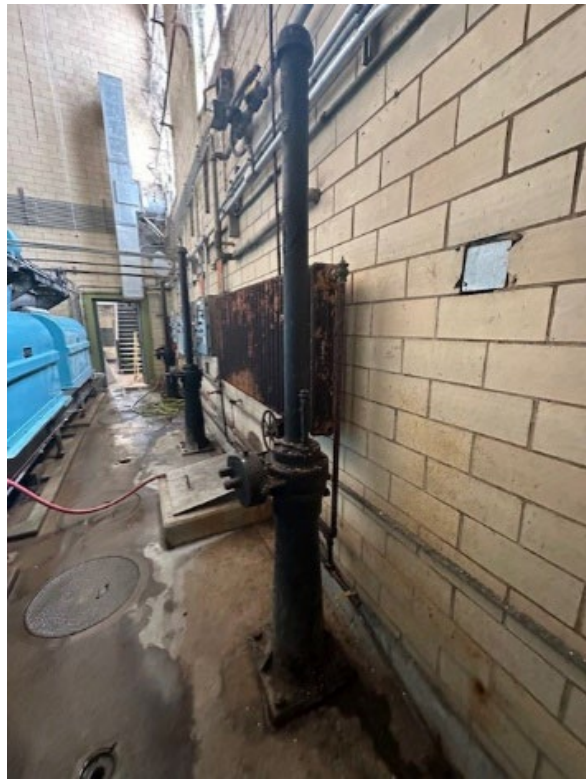


Figure 17 (Left): Sluice Gate #2 on River Side for Screen Channel #2
Figure 18 (Right): Sluice Gate #3 on River Side for Screen Channel #3



Figure 19 (Left): Screen Room near Entrance to Screen Room
Figure 20 (Right): Screen Room near Garage Door Opening

ATTACHMENT 7
SERVICE AGREEMENT DRAFT



SERVICE AGREEMENT: St Joe Dam Improvement Services

SUPPLIER NAME		CITY DEPARTMENT/CONTACT NAME City Utilities Engineering / Josh Mahon
STREET ADDRESS		STREET ADDRESS 200 E Berry St, Suite 250
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE Fort Wayne, IN 46802
ATTENTION		INVOICE ADDRESS 200 E Berry St, Suite 250
TELEPHONE		CITY, STATE, ZIP CODE Fort Wayne, IN 46802

Mobilization / Demobilization			
Description	Total Cost		
Mobilization	\$		Lump Sum
Demobilization	\$		Lump Sum
Preliminary Cleanings (If Required)			
Description	Total Cost		
Daily Rate	\$		/day
Weekend/Overtime Rate (If required)	\$		/day
Per Diem Rate (non-working weekend)(If required)	\$		/day
Standby Day Rate	\$		/day
Stop Log Guide Installation			
Description	Cost	# of Days	Total Cost
Daily Rate (Monday-Friday)	\$ /day	70	\$
Weekend/Overtime Rate (If required)	\$ /day	-	\$
Per Diem Rate (non-working weekend)(If required)	\$ /day	-	\$
Standby Day Rate	\$ /day	-	\$
Materials	\$ Lump Sum	-	\$
Sluice Gate Inspections and Measurements			
Description	Cost	# of Days	Total Cost
Daily Rate (Monday-Friday)	\$ /day	10	\$
Weekend/Overtime Rate (If required)	\$ /day	-	\$
Per Diem Rate (non-working weekend)(If required)	\$ /day	-	\$
Standby Day Rate	\$ /day	-	\$
Materials	\$ Lump Sum	-	\$
Allowances			
Description	Total Cost		
Crane Allowance	\$ 25,000.00		
Preliminary Cleaning Allowance	\$ 35,000.00		
		Total Contract Amount:	\$

Estimated Completion Date:	Month Day, Year
----------------------------	-----------------

The following is made part of this agreement:

☒ Certificate of Insurance

☒ Attachments

☒ RFQ dated Month, Day, Year

This Agreement is entered into between Supplier and the City. The Additional Terms and Conditions below hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract by mutual agreement and written notice to the Supplier.

SUPPLIER REPRESENTS THAT ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO IS NOT AN EMPLOYEE OF SUPPLIER SHALL BE REQUIRED BY SUPPLIER TO COMPLY WITH THE WORKMEN'S COMPENSATION REQUIREMENTS ON THE REVERSE SIDE HEREOF.

***SUPPLIER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES THAT DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.**

SUPPLIER:	City of Fort Wayne
By (Signature):	By (Signature):
Printed Name:	Printed Name:
Date:	Date:

ADDITIONAL TERMS AND CONDITIONS

- SERVICES. Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. TIME IS OF THE ESSENCE. Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
- INVOICES. Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.
- INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship between City and Supplier is and shall at all times remain as independent contractors. Persons provided by Supplier to perform and deliver the Services shall be Supplier's employees under the sole and exclusive direction and control of Supplier and shall not be considered employees of City for any purpose. Supplier shall be responsible for compliance by Supplier's employees and any other person or entity contracted or permitted by Supplier to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hour, health and safety, and working conditions. Supplier shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Supplier's employees and any other persons or entities contracted or permitted by Supplier to provide and deliver the Services, including Social Security, unemployment, Workmen's Compensation, disability insurance and federal and state withholding. Supplier shall be responsible for providing such reasonable accommodations which may be required under the Americans with Disabilities Act, 42 U.S.C.12101 et seq, in order that any person with disabilities employed, contracted or permitted by Supplier to provide the Services to be able to perform the essential functions of such person's job-related duties. Supplier agrees to defend, indemnify and hold harmless City, to the extent permitted by law, from and against any loss, cost, claim, liability, damage or expense (including attorneys' fees) that may be asserted against or incurred by City as a result of Supplier's failure to comply with the covenants and obligations of this paragraph.
- INDEMNITY. Supplier forever releases, discharges, acquits and agrees to defend, indemnify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees), judgments, settlements and penalties of every kind and nature asserted against, charged to or imposed upon City which directly or indirectly arise or are associated with the performance and delivery of the Services by Supplier, the employees of Supplier or any person or entity contracted or permitted by Supplier to provide and deliver the Services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Supplier, any employee of Supplier or any person or entity contracted or permitted by Supplier to perform and deliver the Services, including, without limitation, damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorneys selected by City at City's expense or to be represented by Supplier's counsel at Supplier's expense, without waiving Supplier's defense, indemnity and hold harmless obligations to City contained herein. Supplier shall not settle or compromise any claim,

suit or action or consent to entry or a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of the Services.

- LIMITATION OF LIABILITY. Supplier's liability hereunder for any loss, cost, claim liability, damage or expense (including attorneys' fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent grossly negligent or willful misconduct by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform the obligations under this Agreement, Supplier shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
- INSURANCE. Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

(a)	General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
	Personal & Advertising Liability	\$1,000,000 any one person or organization
	Products/Completed Operations Liability	\$2,000,000 aggregate
(b)	Automobile Liability, including Hired and Non-Owned Auto	\$1,000,000 minimum per occurrence
(c)	Worker's Compensation*	
	Bodily Injury by Accident	\$500,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$500,000 each employee

***SUPPLIER, AND ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.**

The Certificate of Insurance must show the City of Fort Wayne, its Departments and Divisions, as an Additional Insured and a Certificate Holder, and provide 30 days' notification of cancellation, modification 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

- HAZARDOUS MATERIALS. Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
- PROGRESS REPORTS. The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to the substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- CONFLICT OF INTEREST. Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives, board members, or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or

indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors, board members, or agents.

10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice, therefore.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **GOVERNING LAW, PREFERRED VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. The parties hereto agree that any action, proceeding, claim or dispute arising hereunder or relating hereto shall be brought and enforced in a court of applicable jurisdiction located in Allen County, Indiana and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No

agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

ATTACHMENT 8

City Supplied Gantry Crane and Hoist

GANTRY - A SERIES ALUMINUM ADJUSTABLE HEIGHT & SPAN



☐ APPROVED
 ☐ NOT APPROVED / RESUBMIT WITH CHANGES

SIGNATURE

DATE

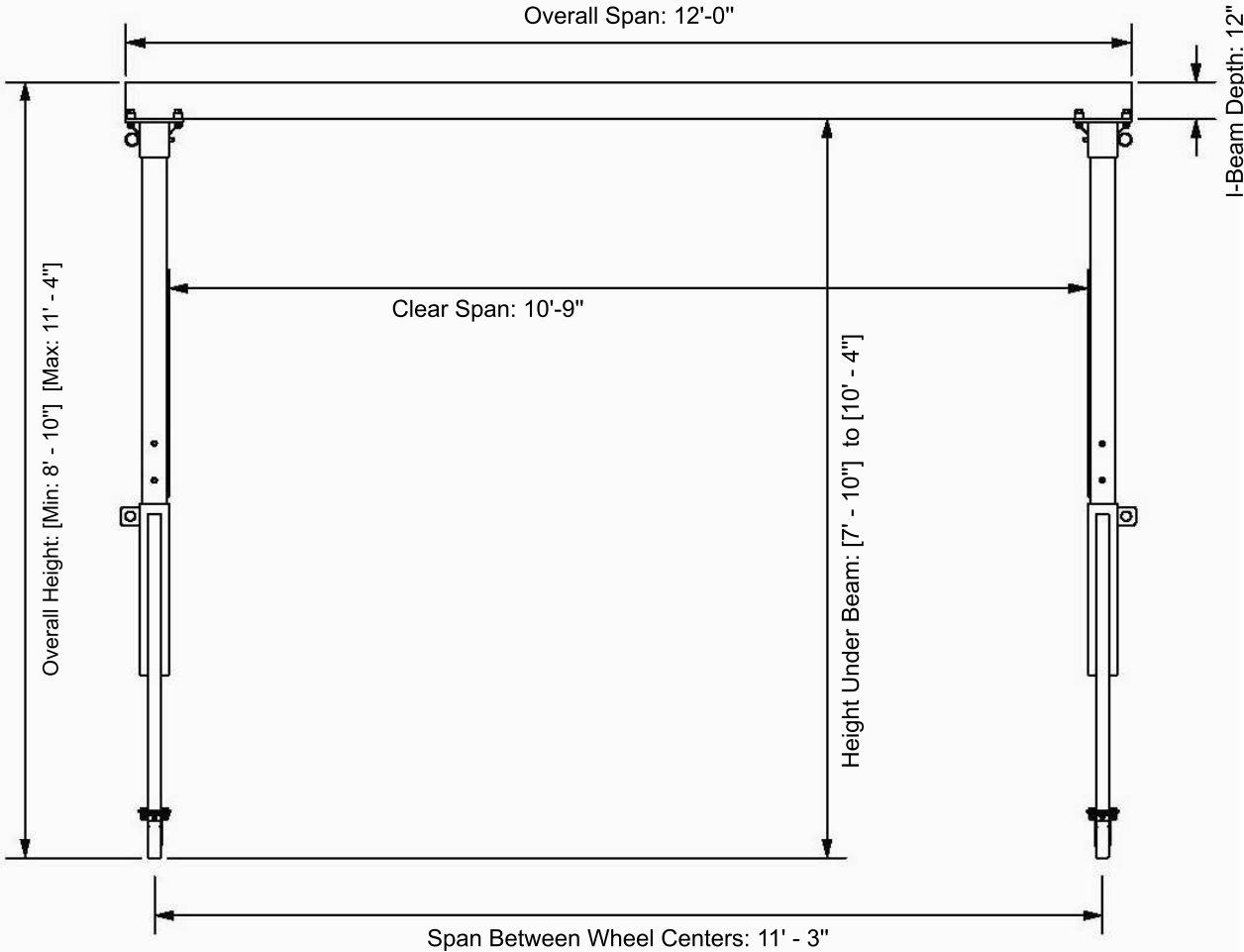
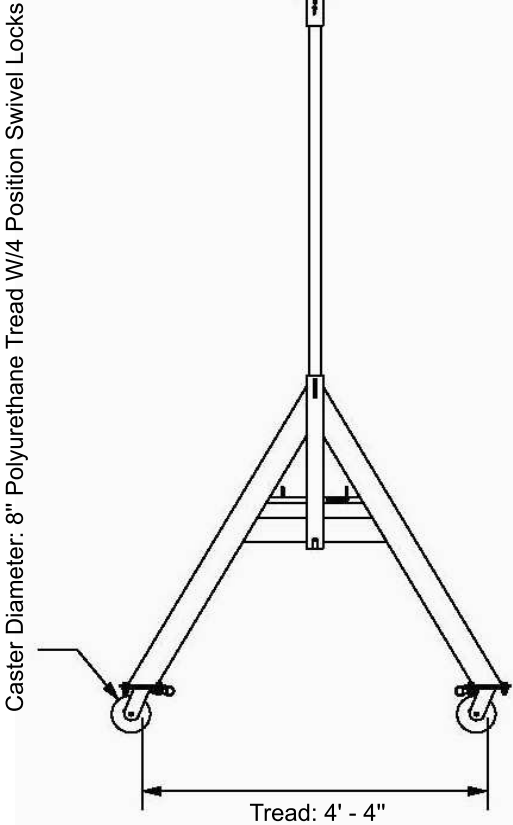
NOTE: PLEASE MARK "APPROVED" OR "NOT APPROVED". DRAWINGS RETURNED MARKED "APPROVED AS NOTED" REQUIRED RESUBMITTAL FOR FINAL "APPROVED" STATUS. PROMPT APPROVAL WILL HELP CONFORM TO ANY TENTATIVE DELIVERY DATE. DELAYED APPROVAL OR CHANGES TO SYSTEM MAY DELAY TENTATIVE DELIVERY DATE. (SCHEDULING OF CHANGES BASED ON CURRENT ENGINEERING WORKLOAD). CHANGES TO QUOTED SYSTEM MAY RESULT IN ADDITIONAL COSTS. PER SPANCO PROTOCOL, REQUESTS FOR CHANGES REACHING REVISION LEVEL "C" REQUIRED A REVIEW OF ACCRUED COSTS. STANDARD SPANCO YELLOW AND GRAY PAINT WILL BE PROVIDED.

Quote #: A-299490-00

Capacity: 4000 lbs

Weight: ± ± 388 lbs

Part #: 2ALU1210



SEMP Mini Electric Chain Hoists with Push Trolley



Harrington's SEM Series single-phase mini electric chain hoist can be paired with our PT push trolley to transport material from one location to another. This combination is the best choice for work that requires infrequent moves in an area that has single phase power available.

Features and Benefits

UL® Listed

Certified and listed to UL 1340 "Standard for Hoists" and CSA 22.2 No. 33 "Construction and Test of Electric Cranes and Hoists."

High Performance Motor Brake

Fast acting and durable current driven electromagnetic brake.

5 year warranty.

Unique Chain Guide

Discharges chain from the side of the host body preventing tangling when winding up slack chain. Heat treated for durability.

Forged Carbon Steel Hooks

Under excessive loads will open gradually and not fracture. Ball bearings produce smooth rotation. Bottom hook will swivel 360°. Heavy-duty hook latches are standard.

Solid State Relay Board

Has no mechanical contacts for extended lifetime and microcontroller provides protection from fast reverse, overcurrent, overtemperature, and overvoltage. Includes electronic overload limiter and an LED error indicator.

Sleek Rounded IP65 Body

Compact and rugged die-cast aluminum body with no sharp edges. Superior ingress protection makes it suitable for both indoor and outdoor applications.

Friction Clutch

Rotor integrated friction clutch outside of the load path provides consistent performance over a wide temperature range.

Grease-Packed Gearbox

For demanding industrial applications.

Nickel-Plated Load Chain

Grade 80, super strength load chain with superior corrosion resistance.

Chain Container

Optional black canvas chain container designed with two secure attachment points.

Standard Trolley Specifications

Capacity Range

500 – 1000 lbs

Shafts

Standard shafts fit wide range
Longer shafts for wider beams
Spacers for easy adjustments

Drop Stops

Standard

Bumpers

Optional

Wheels

All steel
Sealed ball bearings
Fit flat or tapered beam flange

Standard Pendant Length

Standard pendant hangs approximately 4' above the hoist's fully extended bottom hook (longer lengths available)

Standard Power Supply Length

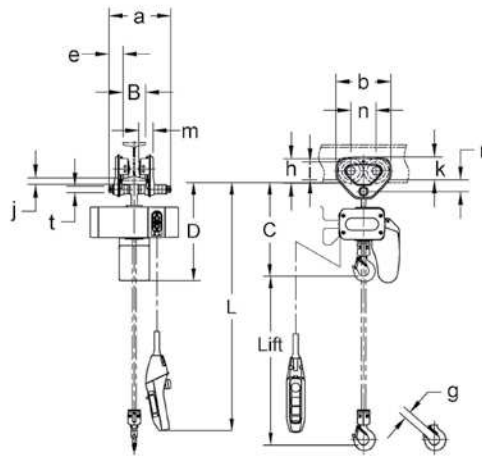
15' (longer lengths available)

SEMP003L

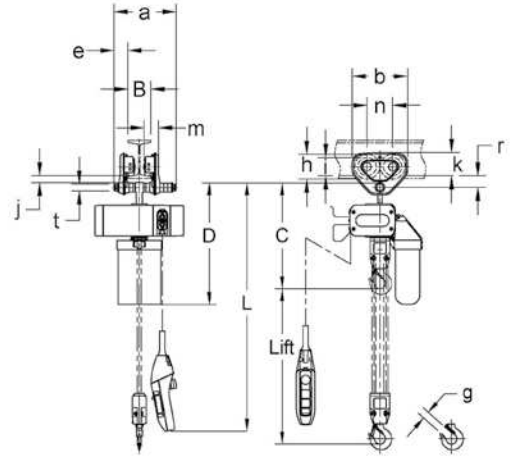
HARRINGTON EM/SEM MINI ELECTRIC CHAIN HOISTS



SEMP003L



SEMP003L



SEMP005C

SEMP 1-PHASE SINGLE SPEED HOIST WITH PUSH TROLLEY — SPECIFICATIONS

Cap. (lb)	Product Code	Standard Lift (ft)	Push Button Cord L (ft)	Lifting Motor 1 Phase 60 Hz				Flange Width Adjustability B (in)		Minimum Allow. Radius for Curve (in)	Load Chain Diameter (mm) x Chain Fall Lines	Net Weight (lb)	Weight for Additional One Foot of Lift (lb)
				Lifting Speed (ft/min)	Output (Hp)	Rated Current (amps)		Standard	Optional				
						@115 – 120V	@220 – 230V						
500	SEMP003L	10	8.2	12	0.22	4.6	2.3	2.28 to 4.00	4.01 to 8.00 OR 8.01 to 12.00	43.3	4.0 x 1	39.7	0.24
1000	SEMP005C			6	0.22	4.6	2.3				4.0 x 2	44.1	0.48

SEMP 1-PHASE SINGLE SPEED HOIST WITH PUSH TROLLEY — DIMENSIONS

Cap. (lb)	Product Code	Headroom C (in)	D (in)	a (in)	b (in)	e (in)	g (in)	h (in)	i (in)	j (in)	k (in)	m (in)	n (in)	r (in)	t (in)
500	SEMP003L	12.2	13	8.0	7.2	1.8	0.9	3.2	2.4	0.8	3.0	1.9	3.3	1.5	0.9
1000	SEMP005C	14.3	16.7	8.0	7.2	1.8	0.9	3.2	2.4	0.8	3.0	1.9	3.3	1.5	0.9

City of Fort Wayne
Sharon Tucker, Mayor
Purchasing Department
200 East Berry Street, Ste. 490
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-1376 Fax (260) 427-1393

Vendor Submission

ITB..... #9831880
Description..... St Joe Dam Improvements Services
ITB Due Date..... Thursday, September 4, 2025 @ 11:00 a.m.

Bids will be received electronically through QuestCDN vBid Online Bidding ONLY. The online bid portal is open for Vbid through the listed due date/time.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser time period. However, the agreement to extend must be completed in written form at the original price and under the original conditions governing the contract.

This Invitation to Bid is issued to establish a contract to supply the City of Fort Wayne with a commodity or service in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of the bid until the order is fulfilled.

Company: Underwater Construction Corporation

Address: 4295 N. Roosevelt Rd

City/State/Zip: Stevensville, MI 49127

Printed Name: Jerry Pena

Email: jpena@uccdive.com

Pricing to be entered on Quest's Online Bid Worksheet



THE CITY OF
FORT WAYNE

ST JOE DAM IMPROVEMENTS SERVICES

UCC PROPOSAL #L-3464 REVISION 1

REFERENCE: ITB #9831880

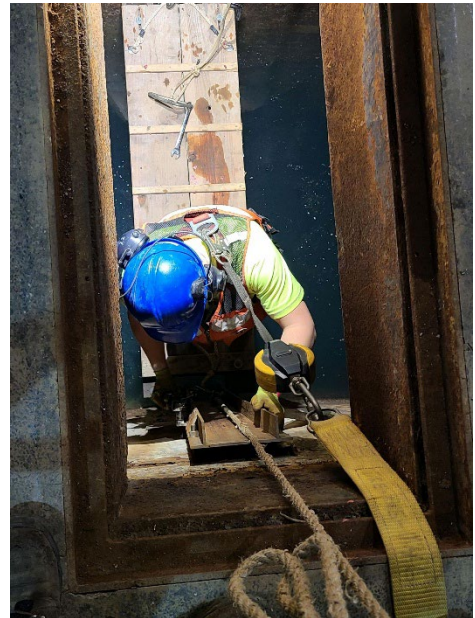


PHOTOS LEFT & RIGHT

STOP LOG GUIDE
INSTALLATION

Great Lakes Water
Authority (GLWA)
Dearborn Michigan

Springwells Water
Treatment Plant



AN EQUAL OPPORTUNITY EMPLOYER

UCC OFFICES – CONNECTICUT | MICHIGAN | SOUTH CAROLINA | TENNESSEE | TEXAS | WISCONSIN
4295 N. ROOSEVELT RD – STEVENSVILLE MI 49127 | T 800.422.3935 | F 269.429.6579

800.USA.DIVE
UCCDIVE.COM

Attachment 02 - Vendor Submission Form

Mobilization / Demobilization			
Description	Total Cost		
Mobilization	\$	\$20,654.00	
Demobilization	\$	\$12,720.00	
Preliminary Cleanings (If Required)			
Description	Total Cost		
Daily Rate (Monday-Friday) (10-hour day)	\$5,625.00	/day	
Weekend Daily Rate (If required) (10-hour day)	\$6,747.00	/day	
Per Diem Rate (non-working weekend)(If required)	\$775.00	/day	
Standby Day Rate	\$3,804.00	/day	
Overtime Hourly Rate (If Required)	\$421.00	/hour	
Stop Log Guide Installation			
Description	Cost	# of Days	Total Cost
Daily Rate (Monday-Friday) (10-hour day)	\$5,944.00 /day	70	\$416,080.00
Weekend Daily Rate (If required) (10-hour day)	\$7,169.00 /day	-	\$
Per Diem Rate (non-working weekend)(If required)	\$775.00 /day	-	\$
Standby Day Rate	\$4,191.00 /day	-	\$
Materials	\$ Lump Sum	-	\$27,507.00
Overtime Hourly Rate (If Required)	\$490.00 /hour	-	\$
Sluice Gate Inspections and Measurements			
Description	Cost	# of Days	Total Cost
Daily Rate (Monday-Friday) (10-hour day)	\$4,572.00 /day	10	\$45,720.00
Weekend Daily Rate (If required) (10-hour day)	\$5,624.00 /day	-	\$
Per Diem Rate (non-working weekend)(If required)	\$775.00 /day	-	\$
Standby Day Rate	\$3,374.00 /day	-	\$
Materials Includes Report Deliverables	\$ Lump Sum	-	\$4,959.00
Overtime Hourly Rate (If Required)	\$421.00 /hour	-	\$
Allowances			
Description	Total Cost		
Crane Allowance	\$ 25,000.00		
Preliminary Cleaning Allowance	\$ 35,000.00		

The Work will be complete 120 days after Owner's Notice to Proceed.

Bids must include all the preceding information requested by the Purchasing Department.

Pricing to be entered through Quest Online Bidding Worksheet.

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Underwater Construction Corporation
Name of Company

Jerry Pena
Printed Name of Person Signing

Midwest Estimator/Contracts Administration
Title

jerry pena
Signature

9-4-25
Date



Page No:	1	UCC Proposal L-3464 Rev 1	Date:	September 4, 2025	
Prepared By:	Jerry Pena	Project Title: Mob-demob / Preliminary Cleaning			
Submitted To:	Mr. Josh Mahon	Project Location: St. Joe's Dam - Fort Wayne, IN			
Fort Wayne City Utilities 200 East Berry Street, Suite 130 Fort Wayne, IN 46802 Josha Mahon joshua.mahon@cityofortwayne.org 260-427-1234	Proposal Basis:		*Budgetary Estimate		
	Personnel: UCC would provide:		Maximum # of divers in the water at a time:		
	Five (5) Person Crew		One (1)		
	1	Project Manager			
	4	Diver Mechanic			
Proposed Services		Days Per Week	M-F	Work Hrs./Day	10
Underwater Construction Corporation (UCC) appreciates the opportunity to offer this revised proposal to The City of Fort Wayne for the above-referenced project. All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910, Subpart "T" and UCC's Safe Practices Manual. UCC is a member of the Association of Diving Contractors International (ADCI). Mobilization & Demobilization / Preliminary Cleaning Rates Below. Scope & schedule: page 2 of this proposal		UCC assumes City of Fort Wayne or others will provide the following to support the previously stated services: <ul style="list-style-type: none"> • Operation support and red tagging of equipment, as required. • Unrestricted access to the work areas. • Any and all permitting, as required. • Debris dumpster if required 			
Equipment:					
2 DOT Crew Cab 1 Ton Pickup Truck 1 Mobile Dive Station - Cargo Trailer 8'x20' - 8'x23' 1 Shallow Water Dive Package 2 Dry Suit 1 Wireless Dive Radio 1 4" or 6" Dry Prime Pump Package Includes 1-18' Trailer, 8-20' Intake, 8-50' Discharge 1 Double Diver Water Heater (Excludes Fuel) 1 Outland U/W Video System w/Audio Time/Date Console Display & 100 Meter Cable 1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 100' Hose 1 Velocity Meter/Flow Meter 1 Confined Space or Diver Extraction System with Adjustable Davi Arm and 2 Ton Capa					
No.	Description	Rate	Qty.	Sub-Total	
1.01	UCC's Lump Sum Mobilization Rate (does not include onsite services) is:	\$ 20,654.00	1	\$ 20,654.00	
1.02	UCC's Lump Sum Demobilization Rate (does not include onsite services) is:	\$ 12,720.00	1	\$ 12,720.00	
1.03	Preliminary Cleaning Daily Rate M-F 10-hour day is:	\$ 5,625.00		\$ -	
1.04	Preliminary Cleaning Daily Rate Sat. 10-hour day is:	\$ 6,747.00		\$ -	
1.05	Preliminary Cleaning Standby Rate is:	\$ 3,804.00		\$ -	
1.06	Preliminary Cleaning Overtime Rate is:	\$ 421.00		\$ -	
1.07	Per Diem Rate (Non-working weekend each day if required) 5 person crew	\$ 775.00		\$ -	
1.08		\$ -		\$ -	
1.09		\$ -		\$ -	
1.10		\$ -		\$ -	
*Materials and Consumables that are not included will be invoiced at cost plus: 10%		*TOTAL PRICE		\$ 33,374.00	
*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus: 10%					
*TAXES ARE NOT INCLUDED		*ADDITIONAL TERMS AND CONDITIONS APPLY		*PRICING IS VALID FOR 60 DAYS	
Signed: <i>jerry pena</i> Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9002 / jpena@uccdive.com The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.					



Page No:	2	UCC Proposal L-3464 Rev 1	Date:	September 4, 2025
Prepared By:	Jerry Pena	Project Title:	Mob-demob / Preliminary Cleaning	
Submitted To:	Mr. Josh Mahon	Project Location:	St. Joe's Dam - Fort Wayne, IN	

UCC will preform the following scope of service:

1. UCC will perform preliminary cleaning to install the interior stop log guides. UCC understands only 6 hours of shut down is allowed per day for this task. Debris dumpster will be provided by The City of Fort Wayne or others if required.
2. UCC will install the interior stop log guide first per manufacture installation procedure. UCC understands only 6 hours of shut down is allowed per day for this task.
3. UCC will inspect all (6) sluice gates. UCC will provide audio and video recording of all findings to including a formal comprehensive written report following completion as a final deliverable.
4. UCC will install three (3) exterior stop log guides per manufacture installation procedures. UCC understands guides will be supplied by The City of Fort Wayne or others. UCC will supply Hilti RE 500-V3 epoxy, 5/8" anchors bolts for the bottom seal and Sika Grout 500 Aqua non-shrink grout. UCC understands epoxy anchors will not be required on any of the vertical channels.
5. UCC understands stop logs and sluice gates will be lowered and raised to accommodate the above mentioned work and to meet the plant water demands.

Additional Qualifications and Clarifications:

1. Lay down area will be provided by owner for UCC's equipment.
2. The City of Fort Wayne will supply all stop log guides & stop logs.



Page No:	1	UCC Proposal L-3464 Rev 1	Date:	September 4, 2025	
Prepared By:	Jerry Pena	Project Title: Stop Log Guide Installation			
Submitted To:	Mr. Josh Mahon	Project Location: St. Joe's Dam - Fort Wayne, IN			
Fort Wayne City Utilities 200 East Berry Street, Suite 130 Fort Wayne, IN 46802 Josh Mahon joshua.mahon@cityofortwayne.org 260-427-1234	Proposal Basis:		*Budgetary Estimate		
	Personnel: UCC would provide:		Maximum # of divers in the water at a time:		
	Five (5) Person Crew		One (1)		
	1	Project Manager			
2	Diver Mechanic				
2	Welder Level 2				
Proposed Services		Days Per Week	M-F	Work Hrs./Day	
				10	
Underwater Construction Corporation (UCC) appreciates the opportunity to offer this revised proposal to The City of Fort Wayne for the above-referenced project. All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910, Subpart "T" and UCC's Safe Practices Manual. UCC is a member of the Association of Diving Contractors International (ADCI). Stop Log Guide Installation Rates Below.		UCC assumes City of Fort Wayne or others will provide the following to support the previously stated services: <ul style="list-style-type: none"> • Operation support and red tagging of equipment, as required. • Unrestricted access to the work areas. • Any and all permitting, as required. • Debris dumpster if required. • stop log "C" channel materials. • Stop logs. • Gantry crane. 			
Equipment:					
2	DOT Crew Cab 1 Ton Pickup Truck	2	Rock Drill - CP9	2	Miscellaneous Rigging Box (Beam Clamps/shackle
1	Mobile Dive Station - Cargo Trailer 8'x20' - 8'x23'	1	180 Amp Miller Welder Generator – 6000 Watt With 10'	1	2-Ton Manual Chain Fall
1	Shallow Water Dive Package	1	Chipping Hammer - 15 Lb.		Lisbon Hoist
2	Dry Suit	1	Spitznas 1" Hammer Drill		
1	Wireless Dive Radio	2	JIC or Chicago Hose (50')		
1	Double Diver Water Heater (Excludes Fuel)	1	ChemGrout Machine Additional 50' Hose		
1	Outland U/W Video System w/Audio Time/Date Console	1	CG 550P ChemGrout Machine with 100' Hose		
1	3,500 - 4,500 PSI Gas-Powered Pressure Washer with 1/2"	1	Project Tool Box		
1	Velocity Meter/Flow Meter	1	Fall Protection Package (Harness, Lanyards, Anchor Stages)		
1	Confined Space or Diver Extraction System with Adjustable	1	Spill Guards (Each)		
1	185 CFM Sulair Tow Behind Tool Air Compressor	1	7,000-7,500 Watt Generator		
No.	Description	Rate	Qty.	Sub-Total	
1.01	Stop Log Guide Daily Rate M-F 10-hour	\$ 5,944.00	70	\$ 416,080.00	
1.02	Stop Log Guide Sat Rate 10-hour	\$ 7,169.00		\$ -	
1.03	Per Diem Rate (Non-working weekend each day if required) 5 person crew	\$ 775.00		\$ -	
1.04	Stop Log Guide Standby Rate is:	\$ 4,191.00		\$ -	
1.05	Stop Log Guide Materials Lump Sum	\$ 27,507.00	1	\$ 27,507.00	
1.06	Stop Logs Guide Cleaning Overtime Rate is:	\$ 490.00		\$ -	
1.07		\$ -		\$ -	
1.08		\$ -		\$ -	
1.09		\$ -		\$ -	
1.10		\$ -		\$ -	
*Materials and Consumables that are not included will be invoiced at cost plus:		10%			
*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus:		10%			
*TAXES ARE NOT INCLUDED		*ADDITIONAL TERMS AND CONDITIONS APPLY			
			*TOTAL PRICE	\$	443,587.00
			*PRICING IS VALID FOR	60	DAYS
Signed: <i>jerry pena</i> <div style="float: right; text-align: right;"> Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9002 / jpena@uccdive.com </div>					
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Page No:	1	UCC Proposal L-3464 Rev 1	Date:	September 4, 2025
Prepared By:	Jerry Pena	Project Title:	Sluice Gate Inspection & Measurements	
Submitted To:	Mr. Josh Mahon	Project Location:	St. Joe's Dam - Fort Wayne, IN	
Fort Wayne City Utilities 200 East Berry Street, Suite 130 Fort Wayne, IN 46802 Josh Mahon joshua.mahon@cityofortwayne.org 260-427-1234	Proposal Basis:	*Budgetary Price Based on Rates Below		
	Personnel: UCC would provide:	Maximum # of divers in the water at a time:		
	Five (5) Person Crew	One (1)		
	1	Project Manager		
	4	Diver Mechanic		
Proposed Services	Days Per Week	M-F	Work Hrs./Day	10
Underwater Construction Corporation (UCC) appreciates the opportunity to offer this revised proposal to The City of Fort Wayne for the above-referenced project. All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910, Subpart "T" and UCC's Safe Practices Manual. UCC is a member of the Association of Diving Contractors International (ADCI). Sluice Gate Inspection & Measurements Rates.		UCC assumes City of Fort Wayne or others will provide the following to support the previously stated services: <ul style="list-style-type: none"> • Operation support and red tagging of equipment, as required. • Unrestricted access to the work areas. • Any and all permitting, as required. 		
Equipment:				
2	DOT Crew Cab 1 Ton Pickup Truck	1	7,000-7,500 Watt Generator	
1	Mobile Dive Station - Cargo Trailer 8'x20' - 8'x23'			
1	Shallow Water Dive Package			
2	Dry Suit			
1	Wireless Dive Radio			
1	Double Diver Water Heater (Excludes Fuel)			
1	Outland U/W Video System w/Audio Time/Date Console			
1	3,500 - 4,500 PSI Gas-Powered Pressure Washer with 1/2"			
1	Velocity Meter/Flow Meter			
1	Confined Space or Diver Extraction System with Adjustable			
1	Spill Guards (Each)			
No.	Description	Rate	Qty.	Sub-Total
1.01	Sluice Gate Inspection Daily Rate M-F 10-hour	\$ 4,572.00	10	\$ 45,720.00
1.02	Sluice Gate Inspection Saturday Rate 10-hour	\$ 5,624.00		\$ -
1.03	Per Diem Rate (Non-working weekend each day if required) 5 person crew	\$ 775.00		\$ -
1.04	Sluice Gate Inspection Standby Rate is:	\$ 3,374.00		\$ -
1.05	Sluice Gate Inspection Materials Lump Sum Includes Report	\$ 4,959.00	1	\$ 4,959.00
1.06	Sluice Gate Inspection Cleaning Overtime Rate is:	\$ 421.00		\$ -
1.07		\$ -		\$ -
1.08		\$ -		\$ -
1.09		\$ -		\$ -
1.10		\$ -		\$ -
*Materials and Consumables that are not included will be invoiced at cost plus:		10%	*TOTAL PRICE	\$ 50,679.00
*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus:		10%		
*TAXES ARE NOT INCLUDED		*PRICING IS VALID FOR		60 DAYS
*ADDITIONAL TERMS AND CONDITIONS APPLY				
Signed: <i>jerry pena</i> Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9002 / jpena@uccdive.com The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.				



Page No:	T&C Page 1 of 2	UCC Proposal L-3464 Rev 1	Date:	September 4, 2025
Prepared By:	Jerry Pena	Project Title:	Mob-demob / Preliminary Cleaning	
Submitted To:	Mr. Josh Mahon	Project Location:	St. Joe's Dam - Fort Wayne, IN	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 1** UCC warrants that services provided by UCC will be free from defects in workmanship under conditions of normal use for a period of sixty (60) calendar days from the date of final services. UCC shall have no obligation to perform any rework unless written notice of claim is received by UCC within this warranty period.
- 2** Budgetary pricing has been based on the proposed man loading and assumed schedule. It is not to be construed, whether expressed or implied, as a firm-fixed price or a not-to-exceed value for a specific scope of services.
- 3** The Standby Day Rate will apply for delays due to factors outside of UCC's control that cause the extension of the project's operations beyond the terms included in our price.
- 4** Upon notice to proceed, UCC will issue the rates used to develop the budgetary price. Invoicing for services will be in accordance with the issued rates.
- 5** UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 6** Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours [minimum eight (8) hours] and travel expense).
- 7** Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- 8** UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 9** By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 10** Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 11** Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 12** UCC understands that for this project, no specific welding code is provided and certification of divers is not required. UCC would supply crew personnel experienced in performing Class B U/W welds in accordance AWS D3.6.
- 13** If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.
- 14** UCC's Regional Vice President and safety department will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual.
- 15** UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- 16** In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.3 and ADCI International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions, additional personnel may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the customer.
- 17** UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 18** Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- 19** Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.
- 20** UCC is not responsible for the adequacy of the performance or design criteria required by contract documents. UCC assumes that the design and drawings provided are suitable for the intended purpose.
- 21** UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- 22** Per Diem will be billed at \$ 155/day/person including non-working weekend days while on assignment. In the event the per diem rate does not adequately cover hotel/motel costs and meal allowance due to regional or seasonal price fluctuations, UCC reserves the right to invoice for hotels/motels at cost plus 10%. When this billing is necessary, UCC will also invoice for daily meal allowance at \$ 45/day/person.

PLEASE SIGN THE LAST PAGE OF THESE TERMS AND CONDITIONS

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (269) 429-6579, or PDF via email to MIContracts@uccdive.com.
By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

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Page No:	T&C Page 2 of 2	UCC Proposal L-3464 Rev 1	Date:	September 4, 2025
Prepared By:	Jerry Pena	Project Title:	Mob-demob / Preliminary Cleaning	
Submitted To:	Mr. Josh Mahon	Project Location:	St. Joe's Dam - Fort Wayne, IN	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 23 All-inclusive daily rates, if provided, will not be prorated for partial day services, unless expressly agreed to in advance.
- 24 All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of/or remittance of sales tax.
- 25 Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- 26 In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- 27 UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.
- 28 The parties consent to jurisdiction in a Michigan state court for any action hereunder, and the parties waive a trial by jury in any action hereunder.
- 29 During the inspection process if extensive abnormalities are discovered and are deemed to be documented or additional revisions are requested within the comprehensive written report as directed by the client and or site representative UCC will invoice additional time required as necessary per the price schedule proposed herein. Such conditions will be communicated in advance to the client.
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Signed: _____

Date: _____

Billing Address: _____

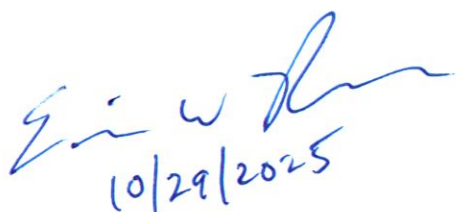
In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (269) 429-6579, or PDF via email to MIContracts@uccdive.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

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Interoffice Memo

Date: October 20, 2025
To: Common Council Members
From: Eric Ruppert, City Utilities Engineering
RE: **St Joe Dam Improvements – Stop Log Guide Installation and Sluice Gate Inspection
W.O. # 67473**



Council District # N/A – At St Joe Dam

The contract shall furnish all labor, insurance, equipment, and materials for the completion of the project. The work is generally described as the installation of Owner supplied stop logs guides for three (3) sets of exterior stop logs, one (1) set of interior stop logs and inspection of all six (6) sluice gates at St Joe Dam.

Implications of not being approved: The St. Joseph Dam gates have reached the end of their useful life and are now ready for replacement.

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

The project was advertised to contractors through the City's Purchasing Department and QuestCDN.

The contract for Resolution # 67473, was awarded to Underwater Construction Corporation for \$587,640.00 was the lowest responsive bidder of the three bidders.

The cost of said project funded by City Utilities Water Revenue

Council Introduction Date: November 04, 2025

CC: Matthew Wirtz
Jill Helfrich
File