BILL NO. S-26-02-10

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – FACILITIES ELECTRICAL MASTER PLANNING 2025 - WORK ORDER #77589 – not to exceed $255,122.00 between VALDES ENGINEERING COMPANY and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT – FACILITIES ELECTRICAL MASTER PLANNING 2025 - WORK ORDER #77589 - between VALDES ENGINEERING COMPANY and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> ALL LABOR, INSURANCE, MATERIAL, EQUIPMENT, TOOLS, POWER, TRANSPORTATION, MISCELLANEOUS EQUIPMENT, ETC., NECESSARY FOR: ENGINEER TO DEVELOP COMPREHENSIVE ELECTRICAL MASTER PLAN (PLAN) FOR CITY'S WATER AND WASTEWATER UTILITY FACILITIES. THE FINAL PLAN WILL INCLUDE THE FOLLOWING FACILITIES AND INFRASTRUCTURE: THREE RIVERS FILTRATION PLANT (TRFP), WATER POLLUTION CONTROL PLANT (WPCP), WET WEATHER PUMP STATION (WWPS), AND THE ST. JOE DAM (SJD) AND SELECT FACILITIES ALONG THE CURRENT AND FUTURE ELECTRICAL INTERTIE ALIGNMENTS. THE PLAN WILL EVALUATE THE EXISTING ELECTRICAL INFRASTRUCTURE, IDENTIFY DEFICIENCIES, FUTURE NEEDS, AND PROVIDE A ROADMAP FOR IMPROVEMENTS THAT ENHANCE SYSTEM RELIABILITY, RESILIENCY, EFFICIENCY, AND REGULATORY COMPLIANCE FOR THE NEXT 20 YEARS;

involving a not-to-exceed cost of TWO HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED TWENTY-TWO AND 00/100 DOLLARS - ($255,122.00). 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

CL 1·6·2026

PROFESSIONAL SERVICES AGREEMENT

FACILITIES ELECTRICAL MASTER PLANNING 2025
("PROJECT")

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 210
Fort Wayne, IN 46802

and

Valdes Engineering Company
a/k/a Valdes Architecture & Engineering (Engineer)
100 West 22nd Street
Lombard, IL 60148

Who agree as follows:

City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from City. City and Engineer agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

APPROVALS

APPROVED FOR CITY
BOARD OF PUBLIC WORKS

BY: ABSENT
Shan Gunawardena, Chair

BY:
Kumar Menon, Member

BY:
Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

DATE: 1·6·2026

APPROVED FOR ENGINEER
VALDES ENGINEERING COMPANY
a/k/a VALDES ARCHITECTURE & ENGINEERING

BY:
Jacqueline M. Edler, Corporation Counsel

DATE: 12/05/2025

PART I Standard
SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

Engineer shall provide the City professional Engineering services in all phases of the project to which this scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice furnishing Engineering services and other customary services incidental thereto. For the purposes of this Project, the Engineer is the firm who is leading specific Tasks, and Consultants are the firm(s) providing support to the City and the Project Team for a specific task. The Project Team includes all the firms and the City.

B. PROJECT DESCRIPTION

Work with City Utilities to develop a 20-year Facilities Electrical Master Plan ("Plan"). The Plan will provide guidance to the utility for both near and long-term facility upgrades and decision points for execution of specific areas. Goals or the project include:

- As-built single line switchgear, motor control center and related drawings for future use by City. City will provide drawings for use by Project Team. The Project Team shall redline drawings based on site investigations. City will update drawings based on redlines.

St. Joe Dam
- One Line 5KV Distribution
- One Line 2800 V and 480V

Three Rivers Filtration Plant
- One-Line 5KV Distribution
- One Line 5KV Main
- One Line 480V 3410 Building
- One Line 480V Coagulation Plant 1 Filters
- One Line 480V Plant 2 Plant 3 Control Houses
- One Line 480V Plant 2 Plant 3
- One Line 480V Softening E and W Gate Houses
- One Line 480V Softening N Pump
- One Line 480V Unit Sub 1
- One Line 480V Unit Sub 2
- One Line 480V UV and Admin Areas
- One Line 480V Coagulation Plant 1

Water Pollution Control Plant
- Microgrid One-Line 5KV Model
- One Line 5KV
- One Line Blower 8 and E. Aeration
- One Line Digesters
- One Line Headworks
- One Line Main Blower Area
- One Line Primary Clarifiers
- One Line West Aeration

Wet Weather Pump Station
- One Line 5KV
- One Line 480V Bleedback
- One Line 480V CC Effluent MCC-1
- One Line 480V Screens

Microgrid (One Line 5KV Model)

- Update City maintenance management system asset registry with tagging and attributes related to the existing systems. The City will provide format for information.
- Provide 20-year repair and replacement planning for the existing systems. This includes projects related to existing asset age, risk, safety, applicable codes or other.
- Develop electrical load analysis to inform e-Tap modeling and repair and replacement planning.
- Provide 20-year capital improvements planning for the City's electrical distribution system. An initial list of process improvements contemplated that may affect electrical distribution is as follows:

  Microgrid
  1. Complete the microgrid including the South interconnect. Address switching, phasing, and reliability challenges
  2. Additional pond solar or other generation sources

  Three Rivers Filtration Plant
  1. Raw water Ozone treatment
  2. Provide additional wells on, or near, TRFP site
  3. Plan additional PFAS treatment / fourth treatment train on North part of site

  Water Pollution Control Plant
  1. Plan wet weather filtration, effluent filtration and UV disinfection developed through multiple phases.
  2. Plan for bleedback algae treatment.
  3. Plan for high solids high strength waste/biosolids receiving.
  4. Additional renewable natural gas capacity and CO2 capture.

  Wet Weather Pump Station
  1. Plan for revised AEP distribution system voltage to WWPS
  2. Plan for future aeration intensification
  3. Plan reclaim water

  Biosolids
  1. Plan for new electrical feed either from AEP or microgrid. The biosolids planning project is considering many potential improvements.

- Provide 20-year Electrical SCADA Plan (some elements are coordinated with City Process Control SCADA System). Coordinate planning with improvements to the existing system and capital improvement planning. City Utilities is transitioning from I-Fix Intellution SCADA to Inductive Automation Ignition software, the project team will collaborate on development for the SCADA Plan for electrical systems.
- Incorporate all elements into Electrical System Master Plan. Intent is to provide a document that guides repair and replacement and capital improvement projects over the next 20 years. Coordinate with City to incorporate data, documents and drawings, to the extent practicable, into existing City systems including shared drawing folder, computerized maintenance management, City capital and repair/replacement planning.

The City is currently updating and validating their E-tap model through various facility coordination studies. This information will be available to Engineer.

C. SCOPE OF SERVICES

The duty of the Engineer is to develop comprehensive Electrical Master Plan (Plan) for City's water and wastewater utility facilities. The final Plan will include the following facilities and infrastructure: Three Rivers Filtration Plant (TRFP), Water Pollution Control Plant (WPCP), Wet Weather Pump Station (WWPS), St. Joe Dam (SJD), the Microgrid, and select facilities along the current and future electrical intertie alignments. The Plan will evaluate

the existing electrical infrastructure, identify deficiencies, future needs, and provide a roadmap for improvements that enhance system reliability, resiliency, efficiency, and regulatory compliance for the next 20 years.

The Engineer shall adhere to the requirements of the Design Standards Manual and relevant exhibits available on the City of Fort Wayne Website. Incorporate sustainability, energy efficiency, and innovative solutions into the project, where applicable.

The Engineer shall develop and provide the services described below. Coordinate the services with other City Consultants. Engineer will lead communications with other City Consultants as necessary to complete the Scope of Services. Engineer will incorporate deliverables from City Consultants into workshop (WS) material, technical memorandum (TM) and Engineering Study based on the task requirements. Support role for City Consultants includes document review, comments and participation in workshops. The goal is for each task to inform a final Electrical System Master Plan that the City will use to plan and implement improvement projects over the next 20 years.

Task 1 Project schedule and Review Meetings

This task manages the scope and schedule for the master planning project. Table 1 identifies Task 1 scope of services and the lead/support roles for Engineer and City Consultants.

Table 1 Task 1 Scope of Services Matrix

Task No.	Description	Task Role		
		Donohue	Kimley Horn	Valdes
1.1	Prepare master plan schedule (Reference draft preliminary schedule including workshops and deliverables)	Lead	Support	Support
1.2	Attend meetings as prescribed in subsequent task. These meetings are held at the Program Manager's office for one person with virtual option for others.	Lead for items identified in Task 5 and lead packaging material for distribution.	Lead for items identified in Tasks 3 and 4	Lead for items identified in Task 2
1.3	Attend bi-monthly review meetings held at the Program Manager's office and virtually.	Lead: Distribute agendas and meeting minutes to team	Support	Support
1.3a	Set up standards to be shared by team	Lead: Develop standard templates	Support: Develop standards for Tasks 3 and 4	Support
1.4	Keep the minutes of the Workshops and Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.	Lead by Task Coordinate all meetings and workshops	Lead for items identified in Tasks 3 and 4	Lead for items identified in Task 2

Task 2 Data Collection and Review, System Condition Assessment and Risk Assessment

This task collects data and uses site investigations to develop or update the asset registry, system condition and risk registry. Incorporate the information into future repair and replacement planning. **Table 2** identifies Task 2 scope of services and the lead/support roles for Engineer and City Consultants.

Table 2 Task 2 Scope of Services Matrix

Task No.	Description	Task Role		
		Donohue	Kimley Horn	Valdes
2.1	Review existing City documents including but not limited to, as-built drawings, one-lines diagrams, asset records, prior studies, aerials, E-tap model, and other pertinent data.	Support	No Role	Lead
2.2	Conduct site visits and field investigations to review existing conditions and verify information at each facility. Redline drawings as part of site investigations.	Support	No Role	Lead
2.3	Inventory major electrical equipment such as switchgear, switchboards, transformers, MCCs, switchboards, panelboards, transformers, generators, and UPS systems (DC batteries associated with generators and switchgear. Inventory shall include equipment tags (current and updated), age, mfg information, size, order of magnitude replacement cost, other attributes with the goal of updating in CMMS. (CMMS updated by others)	Support	No Role	Lead
2.4	Evaluate equipment age, condition, and capacity. The capacity is defined as the equipment bus and/or overcurrent protection rating minus the loading based on City provided metering data.	Support	No Role	Lead
2.5	Evaluate compliance with applicable codes including NFPA 70 National Electric Code, NFPA 70B Electrical Equipment Maintenance, NFPA 70E Electrical Safety in the Workplace, and other codes as applicable.	Support	No Role	Lead
2.6	Identify safety issues, maintenance concerns, vulnerabilities, single points of failure and capacity restraints.	Support	No Role	Lead
2.7	Perform a risk analysis/register reviewing probability, consequence of failure, and mitigation options.	Support	No Role	Lead
2.8	Workshops required for this task include: a. Task 2 WS1: Information collection, approach, and coordination b. Task 2 WS2: Present asset inventory, risk register, 20-year repair and replacement planning and as-built drawings.	Support: Agenda and Minutes Lead	Support: In Person in attendance	Lead: Prepare Workshop information, agenda, document minutes. In Person in attendance

Task No.	Description	Task Role		
		Donohue	Kimley Horn	Valdes
2.9	Deliverables required for this task include: a. Task 2 Deliverable 1: TM1: Asset inventory and risk register. Provide asset inventory in format that supports updates to City CMMS system (closely coordinate exports and imports with City). b. Task 2 Deliverable 2: TM2: Evaluate compliance with applicable codes, standards. c. Task 2 Deliverable 3: TM3 Safety Issues, maintenance concerns, vulnerabilities, single points of failure and capacity restraints. d. Task 2 Deliverable 4: Redlined drawings based on site investigations. e. Task 2 Deliverable 5: Review load analysis from Task 3 and perform Etap analysis at St. Joe Dam (note this deliverable will follow Task 3 schedule). Incorporate proposed improvements based on load analysis (Task 3). Deliverables shall include recommended improvements over the next 20-years including individual project scopes of work, costs and schedules that will be coordinated with Task 5 Electrical System Master Plan.	Support	Support	Lead

Note. Develop costs using AACE International guidelines for Class 4 or Class 5 estimates.

Task 3 Electrical Load Analysis

This task documents current electrical loads by area and develops an existing and future electrical load analysis. **Table 3** identifies Task 3 scope of services and the lead/support roles for Engineer and City Consultant.

Table 3 Task 3 Scope of Services Matrix

Task No.	Description	Task Role		
		Donohue	Kimley Horn	Valdes
3.1	Develop existing load inventory for each facility; inventory to include medium voltage users and lower voltage equipment 50 horsepower and greater. Include power generation at each facility.	Support	Lead: Request pull from historian. Gaps on load to be identified and coordinate with data collection team members.	No Role
3.2	Review historical power consumption and demand to perform a load profile and peak	Support	Lead	No Role

Task No.	Description	Task Role		
		Donohue	Kimley Horn	Valdes
	demand analysis at each facility based on electric utility data and City provided metering data.			
3.3	Review existing 20-year capital plans to forecast future loads, regulatory requirements, and expansion capacity. Coordinate future load analysis with Task 2 and Task 5.	Support: Agenda and Minutes Lead	Lead: Bi-Weekly mtgs to obtain info and coordinate forecast plans.	Support
3.4	Workshops required for this task include: ▪ Task 3 WS 1: Review load inventory and historical power consumption	Support	Lead: Prepare Workshop information, agenda, document minutes. In Person in attendance	Support
3.5	Deliverables required for this task include: a. Task 3 Deliverable 1: TM1 Existing Load Inventory and Peak Demand Analysis, provide load summaries for any area that power data is available. b. Task 3 Deliverable 2: TM2 Final Existing and Future Load Inventory and Peak Demand Analysis. Deliver validated electrical load analysis to City for Etap modeling as part of Task 2 and other projects. Identify assets for improvements as part of load analysis and coordinate with Task 2.	Support	Lead: Prepare and develop the load models. Coordinate ETap model data parameters.	Support

Task 4 Electrical SCADA System Development

This task develops concepts for the future electrical SCADA system. Consultant shall consider elements currently incorporated into the electrical SCADA system along with coordination with the existing process control system. **Table 4** identifies Task 4 scope of services and the lead/support roles for Engineer and City Consultant.

Table 4 Task 4 Scope of Services Matrix

Task No.	Description	Task Role		
		Donohue	Kimley Horn	Valdes
4.1	Review existing City SCADA standards and networks and systems to understand implementation in future Electrical SCADA system.	Support	Lead some components exist. Ignition system. Long term goals defined.	No Role

Task No.	Description	Task Role		
		Donohue	Kimley Horn	Valdes
4.2	Develop recommended network and related components and systems. Develop recommended data required for power flow visualization and analysis. Include list of desired data points and identify metering locations on City provided one-line diagrams. Develop conceptual costs for recommended networking components and systems.	Support	Lead: Identify means to collaborate power SCADA data with utilized process equipment actually running.	No Role
4.3	Develop preliminary standards for networking, network related systems, data review, analysis, visualization and cybersecurity. Include Steps required to develop an Electrical SCADA system viewable by CUE, TRFP, and WPCP staff. Include timeline or phased implementation for systems. Elements of the electrical distribution system SCADA may be informed by the City's process control system SCADA.	Support	Lead	No Role
4.4	Workshops required for this task include: a. Task 4 WS 1: Recommendations for Electrical SCADA b. Task 4 WS 2: Final Electrical SCADA Plan	Support	Lead: Prepare Workshop information, agenda, document minutes. In Person in attendance	Support
4.5	Deliverables required for this task include: a. Task 4 Deliverable 1: TM1 Draft Electrical SCADA Plan b. Task 4 Deliverable 2: TM2 Final Electrical SCADA Plan Deliverables shall include recommended improvements over the next 20-years including individual project scopes of work, costs and schedules that will be coordinated with Task 5 Electrical System Master Plan.	Support	Lead	Support

Note. Develop costs using AACE International guidelines for Class 4 or Class 5 estimates.

Task 5 Process Plan, Master Plan and CIP Development

This task includes planning for future process improvements as well as compiling information developed in previous tasks into a master planning document. Table 5 identifies Task 5 scope of services and the lead/support roles for Engineer and City Consultant.

Table 5 Task 5 Scope of Services Matrix

Task No.	Description	Task Role		
		Donohue	Kimley Horn	Valdes
Electrical Improvements Related to Process Plan				
5.1	Develop future electrical load estimates and distribution system improvements for microgrid, WPCP, TRFP, St. Joe Dam and Biosolids. Preliminary list is included in Project Description. Develop order of magnitude electrical requirements. Incorporate proposed improvements in single line drawings and site references.	Lead	Support: Incorporate into load analysis. Coordination Meetings with Lead	Support
5.2	Workshops required for this task include: a. Task 5 WS 1: Future process improvements electrical distribution concepts (Initial Concepts) b. Task 5 WS 2: Future process improvements electrical distribution concepts (Final Concepts)	Lead: Prepare Workshop information, agenda, document minutes. In Person in attendance	Support: Attend Workshop In Person	Support: Attend Workshop In Person
5.3	Deliverables required for this task include: a. Task 5 Deliverable 1: TM1 Draft Future Process Improvements Electrical Distribution Planning b. Task 5 Deliverable 2: TM2 Final Future Process Improvements Electrical Distribution Planning Deliverables shall include recommended improvements over the next 20-years including individual project scopes of work, costs and schedules that will be coordinated with Task 5 Electrical System Master Plan.	Lead	Support	-Support
Electrical Master Plan				
5.4	Develop 20-year Electrical System Master Plan and phasing including: ▪ Incorporate future process planning system capital improvements from Task 5.1 – 5.3. ▪ Incorporate 20-year repair and replacement, safety and code analysis planning from Task 2. ▪ Incorporate recommendations for energy efficiency, renewable resources, and load/demand management from Tasks 2 and 3. ▪ Incorporate Electrical SCADA standards from Task 4. ▪ Prioritize recommended projects based on risk analysis/register including phasing, budgetary estimates, and implementation schedule.	Lead Coordinate with other tasks	Support	Support

Task No.	Description	Task Role		
		Donohue	Kimley Horn	Valdes
	▪ Include WS documentation and TMs developed as part of Tasks 1 – 4 as attachments.			
5.5	Workshops required for this task include: a. Task 5 WS 3: Electrical System Master Planning (Initial Concepts) b. Task 5 WS 4: Electrical System Master Planning (Prioritized Recommendations) c. Task 5 WS 5 Electrical System Executive Summary).	Lead	Support: Attend Workshops In Person	Support: Attend Workshops In Person
5.6	Deliverables required for this task include: a. Task 5 Deliverable 3: Draft Electrical System Master Plan b. Task 5 Deliverable 4: TM2 Final Electrical Master Plan.	Lead	Support	Support

Note. Develop costs using AACE International guidelines for Class 4 or Class 5 estimates.

D. SCHEDULE

The project will be completed as noted below:

SCHEDULE	PERIOD FROM NOTICE TO PROCEED
Task 1	Duration of Project
Task 2	30 weeks
Task 3	30 weeks
Task 4	24 weeks
Task 5	52 weeks

Draft Master Schedule is attached.

CONTINGENCY TASKS (but not specifically limited to):

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

- Attend additional meetings as needed to review and discuss the project.
- Field verify and update existing City one-line diagrams to reflect as-built conditions. Note that this is potentially a significant effort that may require access to gear and means to confirm wiring, and related systems.

Integration of Emerging Technologies

- Collaborate with Project Manager to evaluate the potential use of an emerging technology solution to assist in completion of project scope or add engineering value to project deliverables. "Emerging technology" shall be defined as pre-commercial, early commercial, or commercial technology within a new or existing application.
- "Engineering Value" defined as benefits to the City including improved project payback period or return on investment; reduced waste, labor, energy consumption, chemical usage, maintenance requirements; and/or optimizing systems affected by project.
- This task may include the following activities: communication with third party technology vendors, performing research into identified technology solutions, and providing documentation of technical opinion.

PART II
CITY'S RESPONSIBILITIES

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

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

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

Provide Engineer with requested electronic or hard copies of existing City utility documentation that are available to the City.

City will provide staff to support site investigations, interviews, and lead conversations with other utility providers.

B. REPRESENTATIVE

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

C. DECISIONS

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

D. PROPERTY OWNER NOTIFICATION

Property owner survey notification letters will be prepared and mailed by the City.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of $255,122 as summarized in attached Attachment 1.

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

The Engineer shall provide the Services at the hourly rates attached hereto as Attachment 2 – Hourly Rate Schedule. The Engineer may propose adjustments to its hourly rates from time to time. To propose an adjustment in rates, Engineer shall submit a "Rate Adjustment Request" on a form made available by the City. All proposed adjustments are subject to City approval. If the proposed adjustments are approved, the adjustments shall become effective on the date identified in the Rate Adjustment Request form provided by Engineer, which shall thereafter be attached to the Agreement as an additional Exhibit. If the City rejects the proposed adjustments, the City shall provide written notice to the Engineer and the parties shall work in good faith to identify mutually acceptable hourly rates. If an agreement cannot be reached within (10) days following the date that the City provides written notice to the Engineer of its rejection of the proposed rates, the Engineer shall continue to provide the Services at the original agreed upon rates for the duration of this Agreement. Any adjustment of hourly results under this paragraph that is anticipated to increase the total Contract Price for the Services shall be approved by the Board of Public Works. Otherwise, Board approval shall not be required.

****
Expenses
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Engineer will be reimbursed for travel related expenses, overnight stays, and other expenses per the table below. Per Diem reimbursement is only applicable for individuals traveling 50 miles or more to or from Fort Wayne except per the table below or otherwise approved by the City. Overnight stay is not expected for an individual who is within a 100 mile range, unless expected for multiple days. Travel days are only applicable to individuals traveling 100 miles or more to or from Fort Wayne except per the table below or otherwise approved by the City.

	Per Diem Rate For Valdes Engineering Company (Engineer)
Travel Day	$261.00
Non-Travel Day	$87.00
Overnight Accommodations	$150.00
	Per Diem Rate For Entrust (Professional Services Subcontractor)
Non-Travel Day Mileage	$21.00
Meal Expense Per Day	$15.00

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

B. BILLING AND PAYMENT

1. Timing/Format
   a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require and shall include the employee's name and title of all staff billing to project.
   b. City shall pay Engineer within 30 days of receipt of approved invoice.

c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to-exceed amount.
d. To be considered for payment, invoicing for January through September must be received no later than 90 days from the end of the month that the services were provided. For services provided in the months of October, November, and December, invoices must be received by January 15th of the following year. Any invoices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
e. By January 15th of each calendar year, the Engineer shall invoice the City for all outstanding services through December 31st of the prior year (Year End Invoice). If Engineer is unable to provide the Year End Invoice by January 15th, the Engineer shall notify the City Representative by January 15th, in writing, and shall coordinate with the City Representative to determine the earliest feasible date to deliver the Year End Invoice. Any Year End Invoices or notices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
f. By January 10th of each calendar year, the Engineer shall provide City Representative, in writing, a list of any outstanding payments due (Aged Receivables) for services rendered through December 31st of the prior year. The City Representative shall review the list of Aged Receivables and confirm that they are being processed for payment.

2. Billing Records

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

PART IV Non-Consent Decree
STANDARD TERMS AND CONDITIONS

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

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

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

4. DELAYS. If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

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

8. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

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

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

11. INSURANCE. ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

a) Worker's Compensation*

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

b) General Liability $1,000,000 minimum per occurrence/ $2,000,000 aggregate (if the value of the projects exceeds $10,000,000 then this shall be $5,000,000 aggregate).

c) Automobile Liability, including Hired and Non-Owned Auto $1,000,000 minimum per occurrence

d) Completed Operations Liability $1,000,000 per occurrence

e) Personal & Advertising Liability $1,000,000 any one person or organization

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, * except for Worker's Compensation, with 30 days notification of cancellation or non-renewal.

All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

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

13. LIMITATIONS OF LIABILITY. Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. ENGINEER'S total liability for any direct damages shall not exceed the greater of the applicable insurance limits required to be maintained by ENGINEER under Section 11 herein or $5,000,000. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. ACCESS. CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. SEVERABILITY. The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Engineer's performance under this Agreement shall expire one year after Project Completion.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Project Schedule and Review Meetings – (Task 1) For Services outlined in Task 1 a not to exceed fee of:	$65,616
Data Collection and Review, System Condition Assessment and Risk Assessment – (Task 2) For Services outlined in Task 2 a not to exceed fee of:	$125,584
Electrical Load Analysis – (Task 3) For Services outlined in Task 3 a not to exceed fee of:	$10,747
Electrical SCADA System Development - (Task 4) For Services outlined in Task 4 a not to exceed fee of:	$5,350
Process Plan, Master Plan and CIP Development – (Task 5) For Services outlined in Task 5 a not to exceed fee of:	$37,825
Contingency Allowance - As authorized by PM For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :	$10,000
TOTAL NOT TO EXCEED FEE:	**$255,122**

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION	RATE
Mariano Marinkovic / Valdes Electrical SME	$242
Rolando Esquivel / Valdes Electrical Engineer	$242
Anthony Lai / Valdes Electrical Designer	$155
Joseph McKenna / Valdes Project Manager	$242
Thomas McNicholas / Valdes Project Manager	$242
Dave Reinbold / Valdes Estimator	$212
Craig Trowbridge / Entrust Sr. Engineer	$257
Dalton Kimes / Entrust Project Engineer	$190
Joseph Packard / Entrust Design Engineer I	$139
Dan Surface / Entrust Project Manager	$225
Stacy Shaumbaugh / Entrust Project Controls	$128

VALDES
ARCHITECTURE & ENGINEERING

CONFIDENTIAL

Schedule of Billing Fees

Professional Services and Reimbursable Expense -- City of Fort Wayne

Personnel Classification	Straight Time (Per Hour)	Overtime (Per Hour)
Subject Matter Expert	TBD	TBD
Senior Project Manager	$242.00	$242.00
Project Manager	$212.00	$212.00
Principal Engineer	$242.00	$242.00
Senior Project Engineer	$198.00	$198.00
Senior Engineer	$196.00	$196.00
Project Engineer	$168.00	$168.00
Engineer	$155.00	$155.00
Principal Technical Specialist	$235.00	$235.00
Senior Technical Specialist	$187.00	$187.00
Technical Specialist**	$142.00	$213.00
Principal Designer	$223.00	$223.00
Senior Designer	$171.00	$171.00
Designer**	$136.00	$190.40
Senior Technician**	$127.00	$190.50
Technician**	$114.00	$159.60
Project Assistant**	$106.00	$159.00
Principal	$320.00	$320.00
Project Architect	$223.00	$223.00
Senior Architect	$204.00	$204.00
Architect	$188.00	$188.00
Architectural Designer**	$165.00	$247.50

These rates are effective from 01-01-2026 to 12-31-2026

*** Overtime rates apply to these classifications and all other Non-Exempt Personnel, Including Subject Matter Expert*

Items NOT Included in the rates which will be invoiced separately as follows:

- Scanning Equipment to be invoiced at $1,200.00 per day, or rental fee at cost
- Surveying Equipment to be invoiced at $300.00 per day, or rental fee at cost
- GPS Equipment to be invoiced at $300.00 per day, or rental fee at cost
- Travel costs including such items as air fare, lodging, rental cars, and mileage as allowed by current IRS regulations for personal auto reimbursement in support of the project work.
- Project Specific supplies and expenses to be invoiced at cost

Emergency Services:

New services that need to begin within 48 hours of a request shall be invoiced at a lump sum fee of $5,000.00 per person, per day. Travel and other project specific supplies and expenses for such services shall be invoiced at cost in addition to this daily fee. This emergency fee shall not apply to projects that Valdes is currently supporting.

Brandon T. Bell

Brandon T. Bell, P.E.
Senior Vice President of Operations

12/5/2025
Date

Trade Secret Not Subject to Disclosure
Under Federal or Indiana FOIA Laws

ENTRUST SOLUTIONS GROUP

Comprehensive and Dependable Engineering, Consulting, and Automation Services

Schedule of Rates and Services

Transmission & Substation

ENTRUST Solutions Group Valdes Project 2531403 Rates

Effective January 1, 2026 to December 31, 2026

Position Description	Hourly Rate
Principal	$258.00
Sr. Project Manager	$225.00
Project Manager II	$216.00
Project Manager	$201.00
Sr. Principal Engineer	$273.00
Principal Engineer	$258.00
Sr. Staff Engineer/Sr. Engineering Lead	$257.00
Staff Engineer/Engineering Lead	$242.00
Sr. Project Engineer	$216.00
Project Engineer	$190.00
Sr. Design Engineer	$165.00
Design Engineer II	$155.00
Design Engineer	$139.00
Sr. Project Specialist	$155.00
Project Specialist	$144.00
Sr. Design Specialist	$139.00
Design Specialist	$124.00
Design Coordinator	$149.00
Sr. Designer	$144.00
Designer	$129.00
CAD Specialist	$124.00
Sr. CAD Technician	$108.00
CAD Technician II	$103.00
CAD Technician I	$98.00
Sr. Designer/Technician	$113.00
Designer Technician II	$103.00
Design Technician I	$93.00
Project Controls Lead	$140.00
Project Controls Specialist	$128.00
Project Controls Assistant	$90.00
Admin Services	$82.00
Inspector	$144.00
Construction Manager	$201.00

Headquarters:
28100 Torch Parkway, Suite 400, Warrenville, IL 60555
(630) 353-4000 | info@enengineering.com

City Utilities
Engineering

Interoffice Memo

Date: January 30, 2026

To: Common Council Members

From: Eric Ruppert, City Utilities Engineering

2/4/2026

RE: Facilities Electrical Master Planning 2025 - Valdes
W.O. #77589

Council District # N/A – At Plants

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. The duty of the Engineer is to develop comprehensive Electrical Master Plan (Plan) for City's water and wastewater utility facilities. The final Plan will include the following facilities and infrastructure: Three Rivers Filtration Plant (TRFP), Water Pollution Control Plant (WPCP), Wet Weather Pump Station (WWPS), and the St. Joe Dam (SJD) and select facilities along the current and future electrical intertie alignments. The Plan will evaluate the existing electrical infrastructure, identify deficiencies, future needs, and provide a roadmap for improvements that enhance system reliability, resiliency, efficiency, and regulatory compliance for the next 20 years.

Implications of not being approved: The electrical infrastructure for the plants plays a critical role in the treatment of water and wastewater. Evaluating current conditions and preparing for future will help continue to provide resiliency to for the utility.

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

Selection and Approval Process:
The consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was sent to over 100 firms and posted on the City website, and 4 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of 3 consultants. A request for proposals was then developed and sent to the selected firms. The 3 firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experience, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Valdes Engineering Company for specified task of this project and finds their scope and fee of $255,122.00 to be the best value for this project. The Board of Public Works approved the contract on January 6, 2026.

The cost of said project funded by Sewer Utility.

Council Introduction Date: February 10, 2026

CC: BOW

Matthew Wirtz
Jill Helfrich
Construction Manager
Chrono
File