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BILL NO. S-13-01-19

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SPECIAL ORDINANCE NO. S- 5-13

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AN ORDINANCE approving CONTRACT: FINAL DESIGN AND DESIGN SERVICES DURING CONSTRUCTION FOR CSPS SUBSTATION: RES. #2283-2010, W.O. #75783 between SPECTRUM ENGINEERING CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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NOW, THEREFORE, BE IT ORDAINED BY THE COMMON

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COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

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SECTION 1. That the CONTRACT: FINAL DESIGN AND

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DESIGN SERVICES DURING CONSTRUCTION FOR CSPS SUBSTATION:

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RES. #2283-2010, W.O. #75783 by and between SPECTRUM

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ENGINEERING CORPORATION and the City of Fort Wayne, Indiana, in

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connection with the Board of Public Works, is hereby ratified, and affirmed and

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approved in all respects, respectfully for:

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Professional Engineering Services in connection with the final design and design services during construction related to support on the upgrade of the existing Storm Water Substation serving the Combined Sewer Pump Station. Included in this project are the engineering services related to assistance with I&M's construction crews, permitting, final design, bidding, design services during construction, training, testing and commissioning needs for City Utilities personnel:

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involving a total cost of ONE HUNDRED THIRTY-TWO THOUSAND, ONE HUNDRED NINETY AND 00/100 DOLLARS - (\$132,190.00). A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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1 **SECTION 2.** That this Ordinance shall be in full force and effect
2 from and after its passage and any and all necessary approval by the Mayor.
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6 Council Member
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8 APPROVED AS TO FORM AND LEGALITY

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11 Carol Helton, City Attorney
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Public Hearing Date, if applicable

Read the first time in full and on motion by Councilman *Donn Shoaff*,
Read the second time by title and referred to the *City Utilities Committee*
Committee. Read the third time in full and on motion by Councilman
Shoaff, placed on passage by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	0			
BENDER	✓			
CRAWFORD	✓			
DIDIER	✓			
HARPER	✓			
HINES	✓			
JEHL	✓			
PADDOCK	✓			
SHOAFF	✓			
SMITH	✓			

DATED: *2-12-13* *Sandra E. Kennedy*
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. *85-13* on the *12th* day of
February, 2013

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY,
CITY CLERK

Thomas F. Didier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the *13th* day
of *February*, 2013, at the hour of *3* o'clock *PM*. E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this *14th* day of *FEBRUARY*
2013, at the hour of *2:00* o'clock *AM*. E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

PROFESSIONAL SERVICES AGREEMENT
FINAL DESIGN AND DESIGN SERVICES DURING CONSTRUCTION FOR CSPA
SUBSTATION ("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 240
Fort Wayne, IN 46802

and

Spectrum Engineering Corporation ("ENGINEER")
5524 North County Line Rd., East
Auburn, IN 46706

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

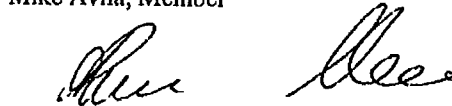
BY:


Robert P. Kennedy, Chair

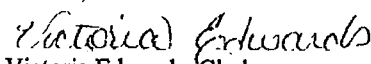
BY:


Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:

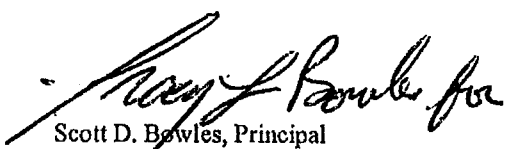

Victoria Edwards, Clerk

DATE:

January 16, 2012

APPROVED FOR ENGINEER

BY:


Scott D. Bowles, Principal
Spectrum Engineering Corporation

DATE:

1/9/2013

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

Engineer shall provide the City professional Engineering services in all phases of the project to which this scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, furnishing civil Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Professional Engineering Services in connection with the final design and design services during construction related to support to the upgrade of the existing Storm Water Substation serving the Combined Sewer Pump Station. Included in this project are the engineering services related to assistance with I&M's construction crews, permitting, final design, bidding, design services during construction, training, testing and commissioning needs for City Utilities personnel.

C. SCOPE OF WORK

The duty of the Engineer is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer shall develop and provide the following services:

Task 1 – Final Design Phase:

- 1.1 Prepare final design documents, including:
 - Plan and Profile of proposed underground facilities
 - Sufficient oil containment facilities appropriately sized to the site requirements in accordance with SPCC Rule 40 CFR 112 standards
 - Summary of protective devices settings
 - Final One Line Diagram
 - Adjusted final layout and configuration of clearances and standards
- 1.2 Develop scope, character and extent of work performed
- 1.3 Prepare equipment specifications and bill of materials to be furnished by Contractor
- 1.4 Prepare Construction Specifications
- 1.5 Prepare project construction and installation drawings including:
 - Typical AC and DC schematic and equipment interconnection diagrams
 - Grounding plan and details
 - Conduit plan, with details & schedules
 - Control cable schedules
 - Communication cabling tied into a central point for making SCADA-ready
- 1.6 Conduct Civil/Structural review and approval including:
 - Property development and drainage drawings
 - Foundation Drawings
 - Elementary structure drawings
 - Site/Road Access details
- 1.7 Provide approval data to City Utilities Engineering, including:
 - Technical criteria, written descriptions & design coordination data
 - Coordination of protective devices within the substation & interface with system
 - Address load and switching requirements while construction is underway

- 1.8 Finalize and submit opinion of probable cost
- 1.9 Prepare and submit expanded project schedule
- 1.10 Prepare protective relay settings
- 1.11 Prepare and furnish Bidding Documents for Fort Wayne's review and approval
- 1.12 Develop a list of qualified bidders & submit to City Utilities Engineering for review and approval
- 1.13 Issue bid packages and maintain record of prospective bidders
- 1.14 Assist City Utilities Engineering with construction pre-bid meeting
- 1.15 Answer questions and issue addenda, as required
- 1.16 Attend bid opening and assist City Utilities Engineering with bid evaluation and tabulation

Task 2 – Design Services During Construction:

- 2.1 Assist City Utilities in conducting pre-construction meetings with approved contractors.
- 2.2 Answer questions and work closely with City Utilities Engineer.
- 2.3 Review and approve Vendor submittals.
- 2.4 Conduct monthly site visits and inspections to ensure RUS construction standards are being followed.
- 2.5 Provide City Utilities Engineer with regular project update reports and weekly update through contracted resident project representative (RPR).
- 2.6 Conduct four (4) scheduled site visits and inspections at times of major equipment delivery, ground grid installation and foundations and at conclusion of construction, including final walk-through inspection.
- 2.7 Provide technical direction to RPR.

Task 3 – Training, Testing & Commissioning Phase:

- 3.1 Prepare and perform equipment acceptance tests for conformance to Project Specifications:
 - Measure and record the station ground grid resistance
 - Test the oil containment system for proper operation
 - Validate transformer manufacturer's test results of the following items:
 - Insulation power-factor – windings, bushings and overall
 - Turns ratio & phasing
 - Dissolved gas in oil analyses
 - Neutral Grounding Resistance
 - Magnetizing in-rush current signature

- 3.2 Develop & submit a summary of protective devices settings.
- 3.3 Test and record the following values for the new switchgear
 - Insulation resistance
 - Insulation power-factor
 - Phase identification
- 3.4 Test station service circuits
- 3.5 Test control battery and charger operation
- 3.6 Set protective relays in accordance with project summary settings
- 3.7 Implement protective relay settings according to project summary based on design documentation
- 3.8 Functionally test all protective devices and controls for conformance to project specifications
 - Perform complete and comprehensive tripping and blocking tests
 - Inject test current to prove all current transformer circuits
 - Apply test voltage to prove all potential transformer circuits
- 3.9 Functionally test all input, output, alarm, trip, lockout, block close, breaker failure and bus differential circuits for all protective relay and control circuits.
- 3.10 Energize, check and confirm phasing and commission the switchgear
- 3.11 Test communication points to verify all are tied into a centralized point for SCADA application options.
- 3.12 Explain and demonstrate operation of protection and control schemes.

Task 4 – Post Construction Phase:

- 4.1 Prepare list of wiring changes, if any, discovered during testing & commission of equipment
- 4.2 Prepare “For Record” drawings from project markups
- 4.3 Deliverables shall be as follows:
 - Electronic Files – CD
 - Drawings – 11 x 17 and CD on latest version of AutoCAD
 - Documentation - 8 ½ x 11 bound in 3 ring binder and CD

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by February 15, 2012 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE	DATE
Final Design/Design Services During Construction	April 16, 2013
Training, Testing & Commissioning	May 2, 2013
Post Construction	May 17, 2013

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 a maximum of two (2) copies each of existing City utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

Provide Engineering with electronic copies of ortho aerial photography, GIS base map information (AutoCAD 2007 format) on right-of-way and lot information, GIS information on existing water and sewer lines (AutoCAD 2007 format), if applicable.

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 Douglas J Fasick, C.E.M.

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 \$132,190 as summarized in attached Attachment 1.

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

Payment for outside consulting and/or professional services 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.
- b. City shall pay Engineer within 30 days of receipt of approved invoice.

2. Billing Records

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

**PART IV
STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

11. **INSURANCE.** ENGINEER shall maintain in full force and effect

during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate)
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

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

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

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

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

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

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

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

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

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Final Design Phase -- (Task 1) For Services outlined in Task 1a not to exceed fee of:	\$61,362
Design Services During Construction - (Task 2) For Services outlined in Task 2 a not to exceed fee of:	\$19,756
Testing, Commissioning & Training -- (Task 3)	\$38,393
Post Construction Documentation -- (Task 4)	\$7,679
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 :	\$5,000
TOTAL NOT TO EXCEED FEE:	\$132,190

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION	RATE
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See attached Exhibit "A"

EXHIBIT A

SPECTRUM ENGINEERING CORPORATION ENGINEERING STANDARD BILLING RATES
EFFECTIVE July 1, 2012 Through June 30, 2013

Regular Hourly Labor Rates (includes applicable overheads):

Staff Description	Staff Type	Hourly Rate
Chief Buyer	89	\$ 185.00
Chief Negotiator	88	\$ 185.00
Chief Analyst	87	\$ 185.00
Senior Principal Engineer	86	\$ 185.00
Principal Engineer	85	\$ 175.00
Senior Professional Engineer	84	\$ 160.00
Staff Professional Engineer 2	83	\$ 155.00
Staff Professional Engineer 1	82	\$ 145.00
Professional Engineer 2	81	\$ 135.00
Professional Engineer 1	80	\$ 125.00
Engineering Director	76	\$ 165.00
Operations Director	75	\$ 155.00
Projects Director	74	\$ 155.00
Buyer	69	\$ 145.00
Negotiator	68	\$ 145.00
Analyst	67	\$ 145.00
Engineer 5	65	\$ 140.00
Engineer 4	64	\$ 130.00
Engineer 3	63	\$ 120.00
Engineer 2	62	\$ 110.00
Engineer 1	61	\$ 100.00
Engineering Manager	59	\$ 145.00
Projects Manager	58	\$ 145.00
Design/Technician Supervisor 3	53	\$ 145.00
Design/Technician Supervisor 2	52	\$ 135.00
Design/Technician Supervisor 1	51	\$ 125.00
Senior Designer/Technician 3	48	\$ 120.00
Senior Designer/Technician 2	47	\$ 110.00
Senior Designer/Technician 1	46	\$ 100.00
Designer/Technician 3	45	\$ 90.00
Designer/Technician 2	44	\$ 80.00
Designer/Technician 1	43	\$ 70.00
Field Assistant 3	42	\$ 60.00
Field Assistant 2	41	\$ 50.00
Field Assistant 1	40	\$ 40.00
Network Planning Analyst 2	36	\$ 90.00
Network Planning Analyst 1	35	\$ 80.00
Senior CAD Drafter	33	\$ 85.00
CAD Drafter	32	\$ 70.00
Accountant 3	29	\$ 100.00
Accountant 2	28	\$ 90.00
Accountant 1	27	\$ 80.00
Executive Assistant	25	\$ 65.00
Administrative Assistant 2	22	\$ 45.00
Administrative Assistant 1	21	\$ 35.00

SPECTRUM ENGINEERING CORPORATION ENGINEERING STANDARD BILLING RATES
EFFECTIVE July 1, 2012 Through June 30, 2013

Expense Rates:

Expense Description	ExpCode	Unit Bill Rate	Unit Description
8.5"X11" Photocopies	COPIESA	\$ 0.15	ea.
11"x17" Photocopies	COPIESB	\$ 0.20	ea.
D or E size Drafting Prints	PRINTS	\$ 6.00	ea.
Digital Storage Device w/ files	DSTRGDEV	\$ 25.00	ea.
Meals	MEALS	\$ 1.00	at cost
Hotel Charges	HOTEL	\$ 1.00	at cost
Postage Expense	POSTAGE	\$ 1.00	at cost
Mileage ⁵	MILES	\$ 0.56	mile
Vehicle; Truck or Van	VEHICLE	\$ 50.00	day
Outside Services	OUTSERV	\$ 1.15	multiplier
Rental Equipment	RENTAL	\$ 1.15	multiplier
Materials Purchased for a Job	MATLS	\$ 1.15	multiplier
AC/DC Variable Power Supply	PWRSUPPLY	\$ 60.00	day
Insulation Resistance Test Set	INSRES	\$ 75.00	day
Digital Ground Resistance Test	GNDRES	\$ 75.00	day
Generator	GEN	\$ 75.00	day
Phase Shifter	PSHIFT	\$ 75.00	day
Power Harmonics Analyzer, F41	FLUKE41	\$ 75.00	day
Micro-Ohmmeter, DLRO	DLRO	\$ 100.00	day
O-Scope, Tone & Carrier Eqpt.	CARRIER	\$ 100.00	day
Transformer Turns Ratiometer	TTR	\$ 225.00	day
Insulation Powerfactor Test Set	PWRFACT	\$ 250.00	day
EIL Relay Test Set	EILRLY	\$ 275.00	day
AC or DC High Potential Test Set	HIPOT	\$ 300.00	day
Revenue Meter/Event Recorder	EVEREC	\$ 400.00	day
Time Travel Analyzer	TIMETRAV	\$ 500.00	day
Doble Relay Test Set	DOBLERLY	\$ 850.00	day
Specialized Software Fee ⁶	SOFT	\$1,750.00	project
GPS Trimble	GPST	\$ 275.00	day
GPS LIECA	GPSL	\$ 500.00	day

¹Mileage charge is set at the current IR-2011-116, Dec. 9, 2011 published and approved rate. This may vary during the course of the calendar year, as determined at set by the IRS.

² Specialized Software Fee charged for projects requiring use of specialized engineering software. The cost is necessary to provide updates and new software revisions as required.

Interoffice Memo

Date: **January 17, 2013**

To: Common Council Members

From: Doug Fasick, Program Manager, City Utilities Engineering

RE: Project: Combined Sewer Pump Station (CSPS) Electrical Substation Improvements
Contract Title: Final Design and Design Services During Construction for CSPS Substation
Res. #2283-2010, W.O. #75783

Consultant Selected: Spectrum Engineering

Contract Value: \$132,190

The consultant shall provide: Professional Engineering Services in connection with the final design and design services during construction related to support on the upgrade of the existing Storm Water Substation serving the Combined Sewer Pump Station. Included in this project are the engineering services related to assistance with I&M's construction crews, permitting, final design, bidding, design services during construction, training, testing and commissioning needs for City Utilities personnel.

Project Description: Fort Wayne is committed to improving river water quality. This project addresses the city's largest pump station that pumps water into two storage ponds across the river north of the treatment plant. We are currently under a Consent Decree that requires upgrading the pumping capacity and screenings infrastructure of this station. The Combined Sewer Long Term Control Plan will involve the investment of nearly \$240 million in projects to reduce the amount of sewage that is discharged to Fort Wayne's rivers and their tributaries each year. Without the improvements to the electrical substation serving this facility, we're unable to meet the electrical demands of the new larger equipment. Spectrum Engineering conducted an economic analysis on the present and future growth needs for this facility. This analysis demonstrated the City Utilities would save approximately \$1.2M in design and construction costs if City Utilities were to own, operate and maintain the electrical substation versus I&M. Along with the up-front savings, City Utilities will also realize an electrical operational savings due to a lower electric utility rate. This savings would allow City Utilities to cost effectively maintain the equipment without incurring any additional O&M expenses for owning and operating our own electrical substation.

Implications of not being approved: The existing substation power transformers do not have enough capacity to meet the additional electric equipment being installed as a part of this

improvement to the Combined Sewer Pump Station (CSPS). Therefore, CSPS can't meet 2013 Consent Decree milestones

If Prior Approval is being Requested, Justify: n/a

Selection and Approval Process: The consultant was selected through the RFQ process (Request for Qualifications) based on their prior experiences and qualifications. The RFQ announcement was sent to over 120 firms and 8 firms submitted statements of qualification. Planning and Design Services has reviewed the qualifications of interested firms and finds the not-to-exceed fee to be competitive.

The Board of Works approved the contract in the amount of \$132,190.00 on Wednesday January 16, 2013.

Funding: The Professional Service Agreement (PSA) will be funded by the 2011 SRF Bond.

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File

BILL NO. S-13-01-19

REPORT OF THE COMMITTEE ON CITY UTILITIES

FEBRUARY 5, 2013

**JOHN SHOAFF – CHAIR
MITCH HARPER – CO-CHAIR
ALL COUNCIL MEMBERS**

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE NO. S-13-01-19, approving Contract: Final Design and Design Services during construction for CSPA Substation: Res. #2283-2010, W.O. #75783 between Spectrum Engineering Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works. COMMITTEE OF CITY UTILITIES HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE

DO PASS

DO NOT PASS

ABSTAIN

NO REC

M. Harp
J. Shoauff
John Harper
Paul Ball
W. O.
W. O.
W. O.
W. O.
W. O.
W. O.

SANDRA E. KENNEDY
CITY CLERK