

1
2 **BILL NO. S-14-06-60**

3 SPECIAL ORDINANCE NO. S-79-14

4 AN ORDINANCE approving PROFESSIONAL
5 SERVICE AGREEMENT FOR DEVELOPMENT
6 OF THE WATER POLLUTION CONTROL PLANT
7 AERATION CONTROL SYSTEM IMPROVEMENT
8 PROJECT - W.O. #76007 between CH2M HILL
9 ENGINEERS, INC. and the City of Fort Wayne,
10 Indiana, in connection with the Board of Public
11 Works.

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

14 **SECTION 1.** That the PROFESSIONAL SERVICE
15 AGREEMENT FOR DEVELOPMENT OF THE WATER POLLUTION
16 CONTROL PLANT AERATION CONTROL SYSTEM IMPROVEMENT
17 PROJECT - W.O. #76007 by and between CH2M HILL ENGINEERS, INC.
18 and the City of Fort Wayne, Indiana, in connection with the Board of Public
19 Works, is hereby ratified, and affirmed and approved in all respects,
20 respectfully for:

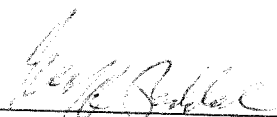
21 All labor, insurance, material, equipment, tools, power,
22 transportation, miscellaneous equipment, etc., necessary for
23 [professional engineering services for the replacement of
24 the PLC (Programmable Logic Controller) for both East and
25 West aeration controls, connections of remote field devices,
26 improved control strategy programming logic, and software
27 integration of the existing pump, gates, and associated
28 instrumentation:

29 involving a total cost of ONE HUNDRED NINETY-THREE THOUSAND, ONE
30 HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS - (\$193,185.00). A copy of
said Contract is on file with the Office of the City Clerk and made available for

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public inspection, according to law.

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



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

WPCP Aeration Control System ("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

CH2M HILL Engineers, Inc. ("Engineer")
701 S. Clinton St., Suite 324
Fort Wayne, IN 46802

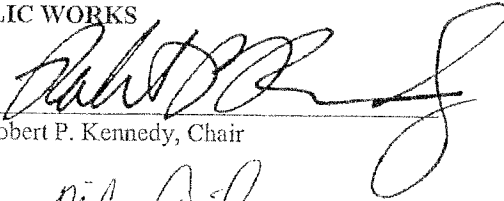
Who agree as follows:

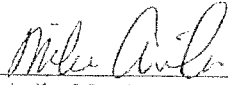
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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

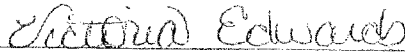
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chair

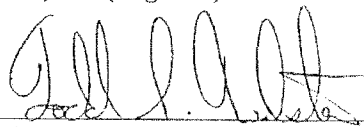
BY: 
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: 
Victoria Edwards, Clerk

DATE: June 11, 2014

APPROVED FOR ENGINEER
CH2M HILL Engineers, Inc. (Engineer)

BY: 
Todd S. Webster, P.E.
Water Business Group, Vice President

DATE: 6/4/14

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, and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The City of Fort Wayne Water Pollution Control Plant will be upgrading several components associated with the Aeration process in the near future and is interested in upgrading the associated PLC Controllers so the new work will not require reprogramming in the future. This summary is intended to provide an overview of the Scope of Work required to implement these changes. As there was no detailed design completed for this work, the System Suppliers and Engineers invited to propose on this work are expected to include in their proposal all work and materials (not being provided by owner) required to complete the migration.

C. SCOPE OF WORK

Upgrade the existing Modicon Controllers to Allen Bradley ControlLogix Controllers. Existing Modicon remote I/O and wiring will remain Modicon components. The ControlLogix PLC will control the existing Modicon Remote I/O by means of a ProSoft gateway. Mounting and integration of the new PLC along with wiring associated with installation of the gateway and any Remote I/O taps required is included in the scope of this project. The existing RIO Heads will be changed to RIO Drops to allow the I/O on the Modicon Processor Racks to be connected to the ControlLogix PLCs. The Modicon Processor, Ethernet Module, and Modbus Plus Module will be turned over to the Owner as spare parts.

Aeration West RAS Pumps utilize PowerFlex 70 VFDs and are currently controlled and monitored over Modbus Plus by means of a ProSoft MB+ to DPI Gateway. The existing field cabling will be replaced with coax for ControlNet. The existing Gateways will be replaced with an Allen Bradley ControlNet Communication Adapters. All Aeration West Modbus Plus taps must be replaced with ControlNet taps with the proper terminating resistors per the manufacturer's recommendations. Gateways will be turned over to Owner as spare parts.

Aeration East RAS Pumps utilize Robicon VFDs, which natively "speak" Modbus Plus protocol. Rather than replacing the existing Robicon drives and the associated communication cabling, the existing drives and the Modbus Plus protocol will be connected to the new ControlLogix PLC by means of a ProSoft Modbus Plus Communication Module in the Aeration East ControlLogix Backplane.

Phase 2 Scope Activities

- 2.1 Software Creation and Testing
 - Fully test all inputs, programming logic, HMI screens, etc of the new Allen-Bradley PLC while control of the process is maintained by the existing Modicon PLC.
 - Systems demonstration.
 - System startup of east train.
 - System startup of west train.
- 2.2 Software Documentation
 - Document the changes to the existing control panels.
 - Create software manual.
- 2.3 System Start Up/Programming
 - PLC Programming of:
 - Aeration Basin 1-5 Flow Splitting
 - Return Activated Sludge (RAS) Pumping
 - Waste Activated Sludge (WAS) Pumping
 - Secondary Effluent Flow Meters
 - Secondary Clarifier Scum Gate Control
 - Control of Air Flow Valves including Flow Control Mode and DO Control Mode
 - Ancillary monitoring and control functions to match functionality of the current PLC.
 - Migrate the PLC to PLC communications to/from the Aeration PLCs.
 - Modify iFix screens to facilitate testing operation of the new Allen-Bradley PLC in parallel with the existing Modicon PLC.
 - Modify iFix screens for potential changes in functionality based on the new control schemes.
 - Modify the iFix database and IO drivers to point to existing tags at the new PLC.
- 2.4 Training Plant Staff/Materials
 - Prepare training material and train plant staff in two separate sessions, one after the first basin and one after the last basin.
- 2.5 Debug System
- 2.6 Oversee Installation of Owner Purchased Equipment Below:
 - New 7-slot ControlLogix PLC rack in the Aeration East and Aeration West PLC panels.
 - ProSoft Ethernet IP to Modicon S908 Gateway in the Aeration East and Aeration West PLC panels.
 - RIO head and filler modules in the Modicon processor rack in the Aeration East and Aeration West PLC panels.
 - ControlNet cards in the RAS VFSs for Secondary Clarifiers 1 through 5.

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

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.

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 Jon Weirick.

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.

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 \$ 193,185 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

Phase 2

For Services outlined in Phase 2-a not to exceed fee of: \$ 90,385.00

For Subcontractor Services outlined in Phase 2- a not to exceed fee of: \$ 70,800.00

Optional Services - As authorized by PM

For Services outlined in Optional Service a not to exceed fee of: \$ 0.00

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: \$ 32,000.00

TOTAL NOT TO EXCEED FEE: \$ 193,185.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE CLASSIFICATIONS</u>	<u>RATE</u>
ONSITE:	
Program Manager II	\$185/hr
Construction Manager III	\$160/hr
Engineer Specialist V	\$160/hr
Sr. Project Engineer	\$150/hr
Engineer Specialist IV	\$145/hr
Program Manager I	\$140/hr
Resident Engineer III (RPR)	\$125/hr
Construction Manager II	\$120/hr
Project Controls Manager III	\$120/hr
Resident Engineer II (RPR)	\$110/hr
Construction Manager I	\$110/hr
Project Manager II	\$105/hr
Project Controls Manager II	\$105/hr
Project Manager I	\$100/hr
Resident Engineer I (RPR)	\$100/hr
Project Controls Manager I	\$ 70/hr
Document Controls Specialist	\$ 60/hr
OFFSITE:	
Principal Program Manager	\$275/hr
Program Manager III	\$225/hr
Program Manager II	\$190/hr
Sr. Project Engineer	\$185/hr
Construction Manager III	\$185/hr
Program Manager I	\$175/hr
Project Engineer	\$145/hr
Project Manager II	\$145/hr
Resident Engineer III	\$140/hr
Construction Manager II	\$140/hr
Project Manager I	\$125/hr
Associate Engineer	\$125/hr
Resident Engineer II	\$125/hr
Construction Manager I	\$125/hr
Resident Engineer I	\$100/hr
Document Controls Specialist	\$ 75/hr
Administrative Assistant	\$ 70/hr

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

CITY OF FORT WAYNE, INDIANA

CH2M HILL ENGINEERS, INC.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

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

Section 1. Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

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

Name: _____ Name: _____

Address: _____ Address: _____

b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship stock partnership interest units (LLC) other (explain) _____

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

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

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

a. City employment, currently or in the previous 3 years, including contractual employment for services. Yes _____ No. _____

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes _____ No. _____
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes _____ No. _____
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes _____ No _____

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

75452	LTCP Program Management	11/1/09	Anne Marie Smrchek
75449	Combined Sewage Pump Station	9/7/11	Zach Schortgen
75722	CEPT	5/30/12	Andrew Schipper
	Digester Master Planning	8/29/12	Andrew Schipper
75824	Effluent Pump Station	3/27/13	Zach Schortgen
75865	Primary/Secondary Treatment & Digester Imp.	3/27/13	Zach Schortgen
66123	Filter Valve Programming	6/19/13	Andrew Schipper
66190	Filter Valve & Clarifier Projects	10/30/13	Andrew Schipper
75122	3 rd Street Pump Station Renovation	10/30/13	Jim Hyde
	Water Utility Capital Project Assistance	11/20/13	Andrew Schipper
76007	Aeration Control	4/30/14	Jon Weirick
	Electrical Systems & Capital Project Support	5/14/14	Doug Fasick

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

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

Tunnel Program Management Support Pending T.J. Short

Section 4. CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating.

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

<u>CH2M HILL</u> (Name of Vendor)	<u>701 S. Clinton St., Fort Wayne, IN 46802</u> (Address) <u>(260) 249-4232</u> (Telephone) <u>Todd.Webster@ch2m.com</u> (E-Mail Address)
--------------------------------------	--

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

Name (Printed) <u>Todd Webster</u>	Title <u>Program Manager</u>
Signature 	Date <u>6/3/14</u>

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

Interoffice Memo

Date: 06/18/2014
To: Common Council Members
From: Jon Weirick, Program Manager, City Utilities Engineering
RE: **Professional Service Agreement for development of the
Water Pollution Control Plant Aeration Control System Improvement Project
W.O. #76007**

Council District: City Wide

Project Description:

“Water Pollution Control Plant Aeration Control System Improvement Project” includes the following: Replacement of the PLC (Programmable Logic Controller) for both East and West aeration controls, connections of remote field devices, improved control strategy programming logic, and software integration of the existing pump, gates, and associated instrumentation.

Implications of not being approved:

The current aeration control system was installed in 2001 and has been modified over the years accommodating process technology improvements and other plant upgrades. This project is one of several plant improvements that allow the plant capacity to increase to a peak of 100MGD. Without approval the current control system will be unable to achieve peak plant capacity and add cost to the required upgrades of the aeration control system.

Selection and Approval Process:

CH2M Hill was selected through the Competitive Sealed Proposal process based on their prior work experiences, qualifications, proposed scope of work and cost. The RFQ was distributed to over 100 engineering firms; 6 teams were shortlisted and invited to provide proposals. 4 firms’ submitted proposals, Best and Final proposals were received on April 14, 2014. CH2M Hill is a local firm.

The Professional Service Agreement for work order # **76007** to CH2M Hill for \$193,185.00 was approved by the Board of Public Works on June 11th, 2014.

The cost of said project is funded by the Sewer Revenue Bond.

Council Introduction Date: 6/24/2014

CC: BOW
Matthew Wirtz
Diane Brown

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Geoff Paddock
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
John Shoaff, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>
BENDER	<u>✓</u>	_____	_____	_____
CRAWFORD	<u>✓</u>	_____	_____	_____
DIDIER	<u>✓</u>	_____	_____	_____
HARPER	<u>✓</u>	_____	_____	_____
HINES	<u>✓</u>	_____	_____	_____
JEHL	_____	_____	_____	<u>✓</u>
PADDOCK	<u>✓</u>	_____	_____	_____
SHOAFF	<u>✓</u>	_____	_____	_____
SMITH	<u>✓</u>	_____	_____	_____

DATED: 7-8-14 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. 79-14 on the 8th day of
July, 2014

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

Walter A. Bender
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day
of July, 2014, at the hour of 5:00 o'clock PM, E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10th day of JULY
2014, at the hour of 9:00 o'clock AM, E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BILL NO. S-14-06-60

REPORT OF COMMITTEE ON CITY UTILITIES

JULY 1, 2014

*John Shoaff, Chair
Geoff Paddock, Co, Chair
All Council Members*

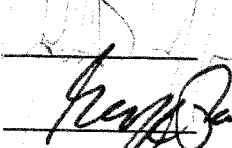
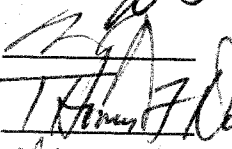
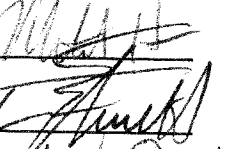
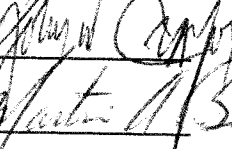
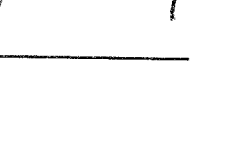



AN ORDINANCE approving Professional Service Agreement for Development of the Water Pollution Control Plant Aeration Control System Improvement Project - W.O. #76007 between CH2M Hill Engineers, Inc. and the City of Fort Wayne, Indiana in connection with the Board of Public Works. **COMMITTEE ON CITY 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

**SANDRA E. KENNEDY
CITY CLERK**