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BILL NO. S-15-01-15

SPECIAL ORDINANCE NO. S-11-15

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - WATER MODEL IMPROVEMENTS - W.O. #66399 between CH2M HILL ENGINEERS, INC. and the City of Fort Wayne, Indiana, in connection with the 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 - WATER MODEL IMPROVEMENTS - W.O. #66399 by and between CH2M HILL ENGINEERS, INC. 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 Professional engineering services for the Water Model Improvements project. CH2M Hill will update, calibrate, and verify the water model as well as provide training to City staff

involving a total cost of ONE HUNDRED SIXTY-EIGHT THOUSAND, THREE HUNDRED THIRTEEN AND 00/100 DOLLARS - (\$163,313.00). 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.

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Martin A. Bond
Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney
by LES

PROFESSIONAL SERVICES AGREEMENT

WATER MODEL IMPROVEMENTS

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.
701 S. Clinton St., Suite 324
Fort Wayne, IN 46802

Who agree as follows:

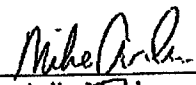
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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

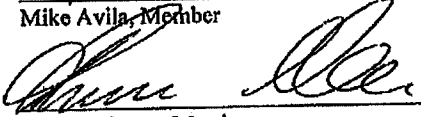
APPROVALS


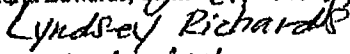
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: Robert P. Kennedy, Chair


BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Victoria Edwards, Clerk (Acting)

Lindsey Richards

DATE: 12/10/14

APPROVED FOR ENGINEER

BY: 
Todd S. Webster, Vice President

DATE: 11/24/14

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 providing professional Engineering consultation and advice, furnishing civil Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The City of Fort Wayne desires to update and calibrate a water distribution model to identify distribution system strengths and weaknesses and establish short and long-term improvements, which provide for a reliable and sustainable system. CH2M HILL shall develop a hydraulic model that accurately represents the City's infrastructure and operations. The intended use of this model is for CIP development, master planning, operational planning and analysis.

C. SCOPE OF WORK

The main components of the evaluation include the following ten tasks:

1. Project Kickoff Meeting
2. Data Collection and Review
3. Model Development
4. Field Testing
5. Model Calibration
6. Deficiency Analysis
7. Improvement Recommendations
8. Report
9. Training
10. Project Management

Task 1 - Project Kickoff Meeting

CH2M HILL will conduct project coordination with the City and discuss any project related issues, including data collection and data needs. CH2M HILL will prepare the meeting agenda and record meeting minutes.

Task 2 - Data Collection and Review

2.1 Collect and Review Existing System Data

Prior to or at the project kickoff meeting, CH2M HILL will provide a memorandum to the City outlining information and data needs. As part of the project kickoff meeting, CH2M HILL will work with City staff to discuss the coordination of data collection.

CH2M HILL will review available data including the existing model, recent reports, GIS data, water consumption records, and distribution system data. Data available at the start of the project, or other mutually agreed-upon time, will be provided by the City at the kickoff meeting. Subject to availability, data to be obtained may include:

- Distribution System GIS database, including GIS files for water mains (include attribute data such as diameter, material and year of installation), pumps, tanks, PRVs or other flow/pressure control valves, water meters or water accounts
- Background GIS, including streets, pressure zone boundaries, ground contours, and aerial photos
- SCADA
- Water billing records in electronic format (excel, CSV or equivalent), including address and monthly usage
- Existing water distribution model
- Storage reservoir and/or tank information
- Valve information, PRV locations and set points, and normally closed valves

- Copies of relevant previous reports (e.g., prior studies, master plans, fire flow information, ISO reports, and distribution system maps)
- Description of any known system deficiencies

CH2M HILL and the City will agree upon a reasonable timeframe for the City to provide reports and data after the data request. CH2M HILL expects that the City staff will be available to assist in obtaining any additional information.

2.2 Field Visit and Develop Understanding of System Operations

CH2M HILL will conduct a one day field visit of the City's major water distribution infrastructure. CH2M HILL will work with operations staff to confirm an understanding of existing system operations and the City's SCADA capabilities.

Task 3 - Model Development

3.1 Model Development

The City maintains a detailed Geographical Information System (GIS) database of the water distribution system in ArcGIS. CH2M HILL will utilize the City's existing GIS database to create the hydraulic model of the distribution system. The model will be developed using the Bentley WaterGEMS software. The model shall be developed so that it will incorporate GIS connectivity. GIS IDs will be maintained and included as a part of building the network from GIS files.

Data obtained during the Data Collection Task, such as pump curves, valve settings, tank data, and operating logic of all facilities, will be entered into the model by CH2M HILL. The existing model will be used as a reference.

The model will be developed using all water main pipes contained in GIS.

3.2 Demand Allocation

Existing demand conditions will be developed from the City's historic monthly billing data. Demand data from the past year will be summarized for each customer account and then a daily average water usage will be calculated from that annual summary. The City will provide available data documenting the amount of annual water produced. Non-revenue water will be calculated based on the difference between water produced and water billed. Non-revenue water will be included in the total water demands by allocating it throughout the system, either uniformly or by specific areas if the approximate locations of unbilled water use are known. The existing demand data, and non-revenue water data will be combined to determine the average day demand for the system.

In this task, CH2M HILL will also utilize the billing records and water meter ArcGIS to perform demand allocation.

3.3 Demand Patterns

CH2M HILL will develop water demand patterns for water customers based on the City's records. CH2M HILL will identify locations where supplemental data may be needed and if site-specific patterns are warranted at any large water users. CH2MHILL and the City will work together to develop a plan to supplement data already available by having the City collect hourly meter readings at strategic locations in the system, if necessary.

Task 4 - Field Tests

4.1 Field Testing Plan

The overall purpose of the field data collection is to develop a more detailed model and to confirm that the model is accurately calibrated. The field testing will include 20 hydrant flow test locations and up to 10 pressure recorders for EPS calibration. CH2M HILL will identify and recommend locations of the field testing and develop a field testing plan prior to the actual field work. CH2M HILL will update the field testing plan to incorporate City's input and comments. CH2M HILL will review the existing hydrant flow tests data collection sheets and update it to include all the necessary information for use during the hydrant flow tests.

4.2 Field Tests

The City will provide staff and equipment to conduct the field tests. CH2M HILL will provide one staff during hydrant flow tests for oversight and quality control. It is assumed the 20 hydrant flow tests will be completed within two working days, and the pressure recorders will be installed and monitored by the City to collect data continuously for 2 weeks. The City will provide 1- minute interval SCADA data for the field testing period. CH2M HILL will lease field testing equipment, if needed. Cost for equipment rental is included in the budget estimate as optional.

Task 5 - Model Calibration

CH2M HILL will calibrate the hydraulic model using information obtained during field tests. Model results will be compared to field data. The model will be run to calibrate the distribution system hydraulics for both steady state and extended period simulation (EPS). CH2M HILL will use available SCADA data to both define boundary conditions and provide data for calibration. The City will be responsible for collecting any missing information; however, CH2M HILL will verify this before performing calibration. During EPS calibration, CH2M HILL will compare the model results to pressure recorder and SCADA data for a period of 7 days.

The calibration tolerance should generally be within the following criteria for the entire period, where data is available.

- Steady State – 90-percent of model simulation data points within 5-percent of field values
- EPS – tank level trends +/-2 feet of operational trends

Once the model is calibrated, CH2M HILL will conduct a workshop to discuss calibration results with the City. It's possible that a small number of additional field tests will be required to complete model calibration, such as to verify valve status (open/close), or to conduct/repeat hydrant flow tests at specific locations.

Task 6 - Deficiency Analysis

6.1 Develop Water System Performance Criteria

CH2M HILL will develop a set of water system performance criteria to serve as a guide for evaluating system deficiencies, identifying issues or concerns relative to the criteria, and for capital improvement planning. The performance criteria should address the following issues:

- Storage facilities - criteria for equalizing normal operations, fire, and emergency
- Transmission and distribution - pressure, pipe velocity and head loss
- Fire flow
- Emergency/reliability

6.2 Deficiency Analysis

Using the information gathered during the data collection, model build, model calibration, and field testing tasks, CH2M HILL will perform different modeling scenarios to analyze the following.

Minimum system pressures. The City must maintain a minimum system pressure of 35 psi at curb stop for non-fire-flow conditions and 20 psi with fire flow. The distribution system must meet fire flow demands satisfactorily in accordance with ISO, or other applicable requirements.

- **Sufficient Storage.** The City must maintain a sufficient storage supply under average day, maximum day, and fire flow throughout service areas. Storage normally will include an amount for diurnal balancing, an allowance for fire-fighting, and an allowance for other emergencies.
- **Water Velocities and Headloss.** The distribution system must operate with reasonable pipeline velocities and headloss.
- **Sufficient Supply and Pump Station Redundancy.** The City must provide adequate flow capacity and redundancy to the customers.
- **Fire flow Availability.** CH2M HILL will evaluate deficiencies based on City Ordinance flow requirements versus ISO flow requirements. Locations of the fire flow analysis (total 4) will be selected by the City.
- **Water Quality Analysis.** The water quality analysis for this project will consist of modeling the general water age of the distribution system. CH2M HILL will perform water age modeling under average day

demand scenario to evaluate tank turnover and to identify areas in the system showing excessive water age. CH2M HILL will not collect chlorine residual samples or calibrate model with chlorine decay rates.

Task 7 - Recommended Improvements

CH2M HILL will recommend capital improvement projects to successfully address existing system deficiencies. Deficiencies that are determined during the deficiency analysis will be simulated in the model and then CH2M HILL will work with the City to determine possible solutions that would alleviate the identified problem and meet the desired goal. Each of the solutions will be simulated in the model to determine if the solution has the desired effect of fixing the problem and meeting the performance criteria.

CH2M HILL will conduct a workshop with the City to discuss distribution system deficiencies and recommended improvements.

Task 8 - Report

Information, conclusions, calibration graphs and recommended improvements from all previous tasks will be documented in the Report. Tables, maps, schematic diagrams, and charts will be used to present this information. CH2M HILL will submit a draft report for City review. CH2M HILL will incorporate the City's comments and develop the final report. The final report will be provided to the City in three (3) hard copies and one electronic (pdf) copy.

Task 9 - Training

CH2M HILL will provide tailored training, specific to the City's water model, for the City staff on the use of the City's model. Training will be conducted at a City computer training facility and be provided for up to 6 people. The training program will use real-world model simulation of the City's distribution system. The simulations used during training will include situations such as pipe breaks, taking sources or booster stations out of commission, adding new developments to the network, and simulating multiple different demand scenarios. The training will include two one-day sessions at different times of the project, one session during model development and calibration, and the other during model analysis. Training sessions will be conducted during the same trip as the workshops.

Task 10 - Project Management

CH2M HILL will coordinate monthly project meetings with the staff updating the City on the project schedule, budget and status. Up to 8 progress meetings are scheduled for this project. The project kickoff meeting, model development and calibration review workshop, and the deficiency analysis and recommendations review workshop will be considered separate meetings and are not considered progress meetings.

D. SCHEDULE

The project will be completed per the schedule below. This schedule is based on receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule) and favorable weather conditions for field testing outlined above.

<u>SCHEDULE</u>	<u>DATE</u>
Water Model Development and Calibration	18 weeks from kickoff meeting
Deficiency Analysis	24 weeks from kickoff meeting
Report	31 weeks from kickoff meeting

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by City and negotiated fees, Engineer can provide additional services, including leasing of field test equipment and additional modeling analysis as authorized by the City.

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 water model, GIS database, 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 Engineer 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 lines (AutoCAD 2007 format).

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 Jeana Eviston, E.I.

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 \$168,313 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.

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 terms, 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

<u>Water Model Improvements</u>	\$147,013
<u>WaterGEMS Software Package</u>	\$10,000
<u>Optional Equipment Rental</u>	\$1,300
<u>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 :</u>	\$10,000
TOTAL NOT TO EXCEED FEE:	\$168,313

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
ONSITE:	
Program Manager III	\$195/hr
Program Manager II	\$175/hr
Construction Manager III	\$160/hr
Program Manager I	\$155/hr
Engineer V	\$150/hr
Engineer IV	\$140/hr
Engineer III	\$130/hr
Resident Engineer III	\$125/hr
Construction Manager II	\$125/hr
Engineer II	\$120/hr
Project Manager III	\$115/hr
Engineer I	\$115/hr
Resident Engineer II	\$110/hr
Construction Manager I	\$110/hr
Project Manager II	\$110/hr
Project Controls Manager II	\$105/hr
Project Manager I	\$105/hr
Resident Engineer I	\$100/hr
Associate Engineer IV	\$ 95/hr
Associate Engineer III	\$ 90/hr
Associate Engineer II	\$ 85/hr
Associate Engineer I	\$ 80/hr
Project Controls Manager I	\$ 75/hr
Document Controls Specialist	\$ 70/hr
Administrative Assistant III	\$ 60/hr
Administrative Assistant II	\$ 55/hr
Administrative Assistant I	\$ 45/hr
Staff Engineer III	\$ 45/hr
Staff Engineer II	\$ 40/hr
Staff Engineer II	\$ 35/hr
Staff Engineer I	\$ 30/hr
OFFSITE:	
Technologist V	\$295/hr
Senior Program Manager	\$275/hr
Technologist IV	\$260/hr
Technologist III	\$250/hr
Engineer VII	\$240/hr
Program Manager III	\$230/hr
Technologist II	\$220/hr
Engineer VI	\$215/hr
Project Manager V	\$205/hr
Technologist I	\$200/hr
Program Manager II	\$190/hr
Engineer V	\$185/hr
Project Manager IV	\$180/hr
Engineer IV	\$172/hr
Project Manager III	\$170/hr

Engineer III	\$165/hr
Engineer II	\$155/hr
Project Manager II	\$150/hr
Program Manager I	\$145/hr
Engineer I	\$135/hr
Project Manager I	\$125/hr
Associate Engineer IV	\$125/hr
Associate Engineer III	\$115/hr
Associate Engineer II	\$ 95/hr
Associate Engineer I	\$ 87/hr
Document Controls Specialist	\$ 75/hr
Administrative Assistant II	\$ 65/hr
Administrative Assistant I	\$ 55/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 INTEREST;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

- (i) Equity ownership exceeding 5%
- (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:

Name: _____ %

Name: _____ %

Vendor Disclosure Statement
00 45 52 - 1

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 _____

- c. Relationship to Member of Immediate Family holding appointive City office currently or in 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 _____

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

75452	LTCP Program Management	11/1/09	Justin Brugger
	CEPT Study	5/30/12	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
75122	3 rd Street Pump Station Renovation	10/30/13	Jim Hyde
76007	Aeration E/W PLC Replacement	4/30/14	Jon Weirick
	Electrical Systems & Capital Project Support	5/14/14	Doug Fasick
76007	Aeration E/W Software Creation/Inst.	6/11/14	Jon Weirick
76003	3RPORT Tunnel Program Management	6/25/14	Kelly Bajic

Vendor Disclosure Statement
 00 45 52 - 2

W/SWPZ Improvements	8/20/14	Andrew Schipper
Engineering Support Services	10/29/14	Jon Weirick
Pond 3 Evaluation	9/17/14	Zach Schortgen
Water Modeling Improvements	12/10/14	Andrew Schipper

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

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).

Engineering Support Services 2015	Jon Weirick
CEPT Construction Services 2015	Zach Schortgen

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.). NO

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;

Vendor Disclosure Statement
00 45 52 - 3

- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

<u>CH2M HILL</u>	<u>701 S. Clinton St. Fort Wayne, IN 46802</u>
(Name of Vendor)	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): Todd S. Webster Title: Vice President, Water Business Group

Signature *Todd S. Webster* Date 1-22-15
of

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: January 21, 2015
To: Common Council Members
From: Jeana Eviston, Engineering Associate, City Utilities Engineering
RE: **Contract Title: Water Model Improvements**
W.O. #66399

Consultant Selected: CH2M Hill Engineers, Inc.

Contract Value: \$168,313.00

The consultant shall provide: Professional engineering services for the Water Model Improvements project.

Project Description: The City of Fort Wayne desires to update and calibrate the water distribution model. CH2M Hill will update, calibrate, and verify the water model as well as provide training to City staff.

Implications of not being approved: The water model was last comprehensively updated in 2001. Since then, the City's water system has grown and now includes Aqua's former water systems, both north and southwest. It is time to update the water model.

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

Selection and Approval Process: The consultant was selected through the Competitive Sealed Proposal (CSP) process based on their prior experiences and qualifications. The RFQ announcement was sent to 169 firms, and three firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms and established a shortlist of consultants. A request for proposals was then developed and sent to all shortlisted firms. The shortlisted firms were interviewed, and then each submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on the RFQ, RFP scores, and interviews. RFP scoring was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected CH2M Hill for this project and also finds their not-to-exceed fee to be the best value. The Board of Public Works approved the contract on December 10, 2014.

Funding: The Professional Services Agreement (PSA) will be funded by Water Revenue.

Council Introduction Date: **January 27, 2015**

CC: BOW
Matthew Wirtz

Mek
1-22-15

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Marty Bender,

Read the second time by title and referred to the City Utilities

Committee. Read the third time in full and on motion by Councilman

Tom Smith, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>
BENDER	_____	_____	_____	✓
CRAWFORD	_____	_____	_____	✓
DIDIER	✓	_____	_____	_____
HARPER	✓	_____	_____	_____
HINES	✓	_____	_____	_____
JEHL	✓	_____	_____	_____
PADDOCK	✓	_____	_____	_____
SHOAFF	✓	_____	_____	_____
SMITH	✓	_____	_____	_____

DATED: 2-10-15 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. S-11-15 on the 10th day of
February, 2015

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

John N. Crawford
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day
of February, 2015, at the hour of 10:15 O'clock A.M. E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of FEBRUARY
2015, at the hour of 8:00 O'clock A.M. E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BILL NO. S-15-01-15

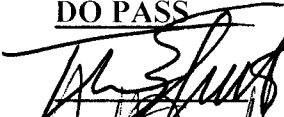
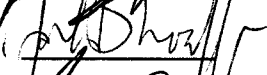

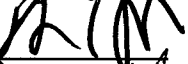
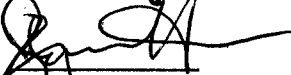
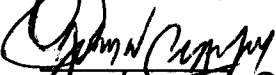

REPORT OF COMMITTEE ON CITY UTILITIES

FEBRUARY 3, 2015

*Martin Bender, Chair
Thomas Smith, Co-Chair
All Council Members*

AN ORDINANCE approving Professional Services Agreement - Water Model Improvements - W.O. #66399 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

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
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_____	_____	_____	_____

**SANDRA E. KENNEDY
CITY CLERK**