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**BILL NO. S-15-04-15**

SPECIAL ORDINANCE NO. S- 40-15

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES AGREEMENT: LAKESIDE SEWER SEPARATION PROJECT - W.O. #76113 between AMERICAN STRUCTUREPOINT, 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:**

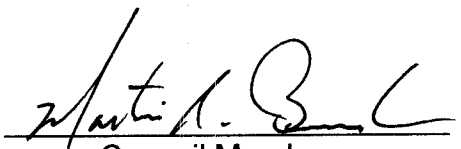
**SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICES AGREEMENT: LAKESIDE SEWER SEPARATION PROJECT - W.O. #76113 by and between AMERICAN STRUCTUREPOINT, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for professional engineering services to provide design, bid assistance and construction engineering for the Lakeside Sewer Separation Project:

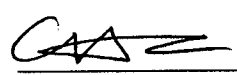
involving a total cost of FIVE HUNDRED EIGHTEEN THOUSAND AND 00/100 DOLLARS – (\$518,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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**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**

**Lakeside Sewer Separation**

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

American Structurepoint, Inc. (Engineer)  
116 East Berry Street, Suite 1515  
Fort Wayne, IN 46802  
260-373-0600  
Attn: Willis R. Conner

Who agree as follows:

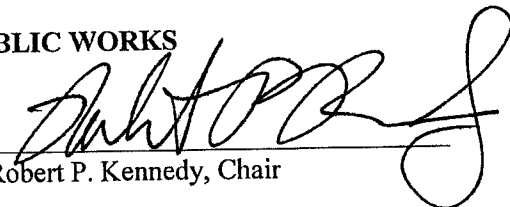
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). Engineer shall be authorized to commence the Services upon execution of this Agreement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

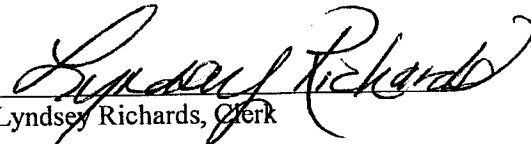
BY:

  
Mike Avila, Member

BY:

  
Kumar Menon, Member

ATTEST:

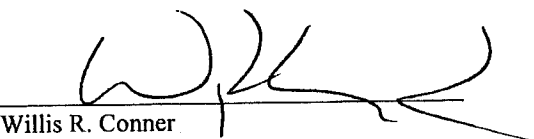
  
Lyndsey Richards, Clerk

DATE:

4/22/15

APPROVED FOR ENGINEER

BY:

  
Willis R. Conner

DATE:

4-20-15

## 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

This project will consist of designing, bidding and assisting with construction for the installation of approximately 12,865 LF of 12" through 30" diameter storm sewer, six connections to the Lakeside ponds, bank restoration of the ponds and the design of a pump station. Other responsibilities will include, but are not limited to: producing a conceptual layout, a hydraulic model, a water quality model, engineering drawings and specifications (MF04 format, using the City's numbering system and master specifications), easement preparation, permit preparation, attendance at public meetings, routing drawings through other utilities and City departments and utility conflict resolution.

#### C. SCOPE OF SERVICES

The duty of the Engineer is to develop final construction drawings. The final construction documents shall be sealed 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- Project Schedule, Review Meetings and Project Management**

- 1.1 Prepare project design schedule. Engineer shall send an email update by the end of the day each Friday as to what work was performed that week and what work is projected for the upcoming week.
- 1.2 Attend a Kickoff meeting with City staff at City's office.
- 1.3 Attend up to three (3) review meetings – proposed to occur after the City's review of the 30%, 60% and 95% design drawings.
- 1.4 Keep the meeting minutes of the Kickoff and Progress Meeting and distribute these minutes within 7 days of the respective meetings.
- 1.5 Project management including general correspondence, project updates, invoicing, scheduling, budget maintenance, preparing a risk/task identification spreadsheet, etc.
- 1.6 Attend Public Outreach and Parks meetings (Assume 3 each). Coordinate public outreach with affected and potentially affected residents. Coordination shall include creation and mailing of notices to residents and preparation of any displays or presentations. City will assist in procuring time, date, and location of meeting(s) and will attend meeting(s).
- 1.7 Engineer shall prepare a listing of risk/tasks that may be encountered during project's design and construction. The list of risks/tasks will be shared with the City for review and input.

## **Task 1A – Lakeside Pump Station Design**

### **1A.1 Lakeside Pump Station**

1. Identify and evaluate alternatives for pump station at the proposed site.
  - Consider prestressed concrete tanks, cast-in-place concrete tanks, and pipe/conduit storage as options.
  - Compare buried, partially buried and above ground options.
  - Evaluate construction cost, future O&M cost and non-economic factors including aesthetics for the alternatives.
2. Review alternative locations for the force main to flow from the Lakeside Ponds to the Maumee River.
  - Compare advantages/disadvantages of each.
  - Summarize storage evaluation and selected alternative along with force main location in technical memorandum (TM).
3. Perform hydraulic modeling using EPA SWMM or Mike Urban complete model of the Lakeside Ponds and proposed storm sewers to confirm sizing required for pumps and pump station. Modeling will consist of:
  - Creating hydraulic model, based on information provided by City Utilities Base model
  - Initial run to verify model integrity
  - Model construction of Lakeside Pump Station for facility sizing
  - Optimization of Lakeside Pump Station and Lakeside Ponds for various design storm events
  - Operational evaluation and optimization using a 3-month period from the typical year period
  - Providing operational set points for filling and dewatering of Pump Station
  - Summarize hydraulic modeling information in technical memorandum (TM).
4. Submit TM to City. Finalize TM with City comments.

## **Task 1B – Preliminary Water Quality Model**

### **1B.1 Water Quality Model**

Construct a water quality model of the Lakeside Ponds #2 and #3 to simulate the following water quality parameters of interest:

- Chloride (e.g. road salt) to evaluate impacts on aquatic life,
- Bacteria (Escherichia coliform (E. coli)) to evaluate contact recreation conditions,
- Total suspended solids to evaluate the rate of sediment accumulation and capacity loss in each pond,
- Total phosphorus to evaluate nutrient impacts on algal levels, and
- Chlorophyll a as an indicator for algal levels.
- Oil and Grease.

The water quality model will simulate water quality conditions in each pond and in the pipe connecting the two ponds. Existing data and information will be collected and reviewed to construct the model. Chloride will be modeled as a conservative substance (changes in concentration are a function of pond hydraulics). Existing or new water quality data for oil and grease will be reviewed to determine the need to include it as a parameter in the water quality model. Oil and grease are typically hydrophobic and have limited solubility in water. The density of oil and grease also tends to be different than water. Automotive grease, for example, is less dense than water. As a result, it will tend to float on the surface of the water and likely pass out of the ponds via the outlet pump. If oil and grease levels are not elevated in the ponds, based on the monitoring data, a pollutant loading analysis combined with a simple dilution calculation may be sufficient to estimate the impact of oil and grease on pond water quality. If levels are elevated,

then a final determination will be made with the City regarding its inclusion in the water quality model as a distinct parameter.

1. Perform water quality modelling of Lakeside Ponds.
  - Review existing conditions of Lakeside Ponds to obtain base conditions. The water quality model will use hydrologic model outputs of the current configuration of the sewer system and drainage area to simulate existing conditions in each pond.
  - Conduct water quality sampling in each Lakeside Pond to characterize existing conditions. The sampling will measure the water quality conditions in each pond with three distinct sampling surveys over the course of two days. A near shore and a center pond location will be sampled in each pond during each survey. A total of 18 samples, two field duplicates and one field blank will be collected. Water quality parameters to be included in the sampling include E. coli, total suspended solids, total chloride, total phosphorus, chlorophyll a, and oil and grease. Dissolved oxygen, temperature and pH will be measured in situ and characterized over the depth of water at each sampling location to. Poling depths will also be measured during each survey to assess the level of sedimentation in each pond. Because maintaining suitable aquatic life conditions is of interest, the sampling strategy is designed to characterize dissolved oxygen conditions resulting from daily diurnal variations. Samples will be collected in the late-afternoon on the first day of the survey, then an early morning and mid-afternoon survey on the second day of the survey. It is assumed that the City's laboratory will analyze the samples using standard analytical procedures. A contingency has been included for analytical costs by an outside laboratory, if the City's laboratory is unable to conduct the analyses. If additional sampling is deemed necessary, a contingency has also been included for additional water quality surveys. This water quality sampling will be conducted immediately upon notice to proceed to maintain the overall project schedule.
  - Water quality inputs (e.g., stormwater load) to the model will use site-specific data, to the extent that these data are available. If site-specific data are not available, typical water quality concentrations will be derived from the scientific literature and adjusted to reflect site-specific land cover/land use and sewer system configuration. Literature values of chemical and physical rate coefficients used to simulate fate and transport will be used when data are not sufficient to calculate site-specific values.
  - The existing condition will be simulated for the City's Typical Year. This simulation will serve as a base condition to compare to conditions resulting from the project.
  - Incorporate preliminary design of storm sewers into design. Provide recommendations on the water quality (solids, nutrients and bacteria) performance of proposed BMPs that have been incorporated into the preliminary storm sewer design and make the corresponding adjustment to the pollutant loads delivered to each Lakeside Pond.
  - Evaluate effect of additional flow to ponds. The water quality model will use the hydrologic model outputs of the preliminary design to evaluate the water quality impact of the additional stormwater flow to the ponds. Up to three preliminary design configurations will be simulated for the Typical Year to identify the optimal preliminary design based on pond water quality. Water quality impacts will be evaluated based on comparison to applicable water

quality standards, other benchmarks of impairment, or to targets developed in concert with the City.

- Engineer is to use a mass balance modelling platform to complete the water quality model. The model will be a mass balance model developed in Excel (based on similar models successfully developed for other clients) and delivered to the City at the conclusion of the project. The model will use hourly runoff and storm sewer flows as inputs and will output daily or hourly (depending on the pollutant) results of each pond's water quality. The mass balance model will include the effects of environmental conditions on pollutant concentrations, such as water and air temperature on evaporative losses. The model will be constructed with a ReadMe set of instructions to enable the City staff to easily update and apply it in the future as more information. If desired by the City, the mass balance model output can be configured as a WASP-formatted input file for the WASP7 river model being developed.
- Design alternatives to address changes in water quality due to additional stormwater flow into ponds. Simulations will be conducted with the water quality model to identify the appropriate actions needed to address deterioration in water quality resulting from the additional stormwater flow into the ponds
- Summarize water quality model information in technical memorandum (TM). Describe the development and application of the water quality model. Engineer will perform an internal project team review of this TM prior to delivery to the City.

1B.2 Submit TM to City. Finalize TM with City comments. Incorporate City comments on the draft TM into a final version.

Assumptions:

- Information on minimum water surface elevation/water depth requirements as well as any data describing each pond's hydraulic conditions will be provided by the City.
- The hydrology/hydraulic model will simulate the flow through each pond and the flow pumped out of the third pond.
- The City will provide review of the draft task memorandum within two weeks of receipt.
- The Typical Year used by the City for their CSO Long Term Control Plan will also be used for modeling in this project.

## Task 2 - Preliminary Design

### Task 2A – Preliminary Design Field Survey

Field survey shall establish a site and topographic survey of the Project area (or areas which are relevant to the design of the Project (i.e. roadway, right-of-way) and appropriate information. ENGINEER shall:

- 2A.1 Plan, coordinate, monitor and document Project-surveying activities.
- 2A.2 Recommend necessary right-of-way, easement, property and section corner information from local and State agencies.
- 2A.3 Send out survey notices and coordinate with utility companies to locate underground utilities in field and to obtain utility plans. City will provide a signed property owner notice to send out to property owners. Surveying is not to begin until notices are sent out and has been coordinated with City Utilities Engineering or its Representatives.
- 2A.4 Perform field survey in sufficient detail to obtain the following information, at a minimum:
  1. Survey limits shall include the limits of the right-of-way and 15' on either side of the right-of way and adjacent ground elevations.
  2. Parking lots within the project limits to pick up existing inlets/catch basins within the lot and/or the drainage of the lot.
  3. All located utilities, including towers, poles, pedestals, manhole covers, vault lids, valve box covers, meter box covers, service box covers, cleanouts, and fire hydrants (including size, locations, material and depth if known).
  4. Storm sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
  5. Sanitary sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
  6. Individual trees larger than 6-inch diameter.
  7. Tree groups, shrubs, gardens, decorative rocks or stones.
  8. Fences.
  9. Edges of pavement for all neighborhood streets and sidewalks within the survey limits.
  10. Limits of all buildings, appurtenances, structures located adjacent to the facility within the survey limits.
  11. Limits of existing channel banks, centerline and bottom of channel, ponds, lakes and streams and water's edge elevations.
  12. Locations and elevations of on-site benchmarks.
  13. Property lines, lot lines, right-of-way lines and easement lines.
  14. Street signs (including names), traffic signals, curbs, signs and driveway.
  15. Headwalls or retaining walls, and bridges and culverts.
- 2A.5 ENGINEER shall establish a minimum of ten (10) additional onsite temporary benchmarks in the form of capped rebars to be used for horizontal and vertical control during construction (1983 State Plan Coordinate System, Indiana 1301, Eastern Zone and 1988 National Geodetic Vertical Datum). The benchmark that was used to set these temporary benchmarks shall also be provided.
- 2A.6 ENGINEER shall provide survey data in electronic format with 8 1/2" x 11" printouts of the points, and provide City with electronic copies of field notes and plats.

- 2A.7 ENGINEER shall stake existing easements in the project area as directed by Program Manager.

**Task 2B – Preliminary Design Soil Investigation & Pavement Cores**

- 2B.1 ENGINEER shall provide soil-boring/testing services for a maximum of 25 borings, 20 for proposed storm sewer and 5 for green infrastructure, plus 2 piezometers for groundwater monitoring, including furnishing all labor, materials, and equipment necessary for the complete and satisfactory construction of the Project. The soil investigation will also include the soil borings and/or testing for the green infrastructure that will be proposed for the Project. Green infrastructure soil borings and/or testing shall conform to the Stormwater Design and Specification Manual Green Infrastructure Supplemental Stormwater Document.
- 2B.2 Engineer shall submit names of local subconsultants for geotechnical work to City for approval prior to issuing a notice-to-proceed.
- 2B.3 Soil borings shall be staked for location by Engineer prior to boring. Engineer shall deliver complete geotechnical report of all soil boring data with preliminary drawings for review. Soil boring data shall be included on drawings and with contract bid documents.
- 2B.4 All pavement cores shall be performed by the City of Fort Wayne Transportation Department and coordinated through City.

**Task 2C – 30% Preliminary Design**

- 2C.1 Attend up to three (3) design meetings with City to discuss preliminary design issues which may include cost effective sewer separation, storm sewer level of service, general design issues, etc.
- 2C.2 Topographic survey should be complete by this submittal.
- 2C.3 Notify City of potential environmental permits required for the project (i.e. IDEM Rule 5 Submission, IDNR Construction in a Floodway, IDEM Water Permit, etc.). In addition, the Engineer should inform the City of wetlands within or adjacent to the project limits.

If any permit applications are required for the Project, it will be completed under contingency items. All contingency items require authorization by the City and shall have prior approval of fees prior to commencement.

- 2C.4 Research City documents for existing mapping, utility information, record drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
- 2C.5 Identify major utilities and their approximate location from utility maps. Coordination with other utilities such NIPSCO, AEP, Verizon, Frontier, etc. may be necessary.
- 2C.6 Check conflicts with any other proposed projects in the immediate area.
- 2C.7 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2C.8 Review the proposed storm sewer system (see Exhibit A: Lakeside Sewer Separation for potential storm sewer layout). Provide City with a technical memorandum summarizing

all calculations and verifications from items below. If a conflict arises, the Engineer shall propose an alternate recommendation.

1. Establish the final layout of the storm sewer system using the survey data from Task 2A.
2. Complete a delineation of the storm sewer shed using the survey data and incorporate into the final layout of the storm sewer system.
3. Estimate a level of service for each of the new storm sewer branches.
4. Incorporate picking up inlets/catch basins and/or drainage within the proposed system.
5. Verify all sizes (pipe capacity), lengths and constructability (sewer must be able to maintain minimum cover) for the storm sewer layout.
6. Determine the final lengths and sizes using the final layout.
7. The final layout will need to be verified and coordinated with City Utilities Engineering.

2C.9 Evaluate alternative best management practices, BMPs, addressing water quality standards and requirements per Unit II, Chapter 5 of the Development Criteria / Standards Manual. Determine the possible type and location of stormwater BMPs using green infrastructure (i.e. bioretention, swales, infiltration trenches, tree boxes, etc.). A technical memorandum and map shall be submitted of proposed type(s), location(s) and sizing calculations.

2C.10 Update Water Quality Model, incorporating 30% sewer design of storm sewer. Update the water quality model, as needed, to reflect the 30% sewer design of the storm sewer project. The water quality model will be applied for the Typical Year to:

1. Outline feasibility of alternatives proposed during preliminary design.
2. Provide estimates of pond water quality of the alternatives to City for review.
3. Incorporate a description of the water quality model updates and application results into the 30% design TM.

2C.11 If easements and right of entry permission are required, the Engineer shall submit an estimate of the number of parcels affected and a brief justification for the encroachments. A total of 5 will be included. If additional property acquisitions are required, it will be completed under contingency items. All contingency items require authorization by the City and shall have prior approval of fees prior to commencement.

2C.12 30% Preliminary construction plans should include:

1. Cover sheet with Project title, Project number, location map, description of the Project limits, signature blocks, index of plan sheets, list of utility owners and addresses, and north arrow.
2. Typical cross sections, if necessary for the Project, should show basic configuration, design features such as pavement restoration type, curbs, sidewalk, cross slopes, and construction centerline.
3. The following information shall be included in the plan and profile sheets:
  - o show the preliminary proposed design information;
  - o show the existing topography and site conditions;
  - o label the existing street names;
  - o show the beginning and ending stations for the project in plan and profile view;
  - o north arrow and scale;
  - o label the existing right-of-way, property lines, and easements;
  - o label the horizontal/construction line alignment with stationing;
  - o show the existing ground under the horizontal/construction line alignment (profile) with existing and proposed elevations clearly labeled;

- label all crown and invert elevations, pipe size, and flow direction for existing structures (sanitary, storm, or water main);
- identify the existing trees and existing ADA ramps to be affected by proposed design;
- show the preliminary dimensions for pavement widths and radii at street intersections;
- proposed construction methods and pipe materials as applicable;
- proposed type of BMP's for the Project and the location shall also be included on the drawings.

2C.13 Compute Project quantities and estimate of construction costs.

2C.14 Furnish two complete sets (1 hard copy and 1 pdf) of the 30% Preliminary Design Submittals to the City for review and approval. After a review meeting with the City incorporate any necessary changes.

**Preliminary Design Submittals: (2 Complete Sets)**  
 Technical Memorandum – Storm Sewer, Green Infrastructure Design & Water Quality Modelling Information  
 30% Preliminary Design Drawings  
 Project Quantities w/estimated construction costs  
 Table of Contents of Specifications.

2C.15 The preliminary construction plans and support documentation submitted for review should be marked with “Not for Construction” and “First Submittal”.

2C.16 Incomplete submittals will not be accepted and/or reviewed by the City.

**Task 2D – 60% Preliminary Design**

- 2D.1 Attend up to two (2) design meetings with City and a field walk through of the Project to discuss design issues which may include storm sewer routing, utility conflicts, general design issues, etc.
- 2D.2 Geotechnical report should be completed by the end of this task.
- 2D.3 Resolve utility conflicts.
- 2D.4 Determine the final location of the proposed improvements and temporary or permanent easement requirements.
- 2D.5 Update the water quality model, as needed, to reflect the 60% sewer design of the storm sewer project. This version will be the final water quality model to be delivered to the City. The water quality model will be applied for the Typical Year to evaluate the 60% design alternative. Finalize water quality model and submit results to City. Incorporate proposed alternative for water quality into model and into 60% Design Drawings.
- 2D.6 Resolve any utility conflict and refine the pump station design in accordance with comments from the City.
- 2D.7 Determine the final location and size of pump station.
- 2D.8 Develop process and electrical installation drawings and details for the Lakeside Pump Station.

- 2D.9 Develop structural drawings and details for the Lakeside Pump Station.
- 2D.10 Incorporate pump station design drawings and details in 60% Preliminary Design Drawings submittals.
- 2D.11 Prepare specifications for relevant electrical, I&C and structural components of pump station.
- 2D.12 60% Preliminary Design Drawings. Incorporate design improvements presented in "First Submittal".

The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	1
Survey Control Data Sheet	1
Traffic Control Sheet	3-4
Plan and Profile Sheets	26
Pump Station Plan and Section	2
Structural/Architectural Design and Detail	3
Erosion Control Plan Sheet	3
Greenscape Design	2
Restoration Plan Sheets	3
Pump Station Design Sheets	2
Structure Data Table	2
<u>Special Detail Sheets</u>	<u>7</u>
TOTAL	56-57

The following information shall be included in the plan and profile sheets:

- o label the construction centerline/alignment with bearings, curve information, and stationing along the construction line with tic marks every 100 feet;
- o verify that the beginning and ending stations for the Project in plan and profile view have not changed;
- o show the dimension widths of pavement lane(s), curb and gutter, parkway strip, and sidewalk;
- o show the limits of reconstruction for public road approaches and driveways;
- o label the driveway centerline station and width;
- o show the proposed ditch grading in profile view;
- o show the new sidewalks, curb, and ADA ramps;
- o show the limits of the proposed easement and property owner's names and addresses (if applicable);
- o show the proposed storm sewer, sanitary sewer, and water main locations with outlet locations clearly identified in the plan and profile views;
- o label crown and invert elevations, pipe size, flow direction and coordinates for existing and proposed storm sewer and sanitary sewer in profile view;
- o show the existing and proposed locations for water mains in profile view;
- o label structures with stationing and offset distance from the construction line in plan view for proposed and existing storm sewer(s) and sanitary sewer(s);
- o show the survey control points and benchmarks;
- o label signs and mailboxes to be removed and reset;
- o label castings to be adjusted;
- o label trees to be protected or removed;
- o show the north arrow and drawing scale;

- update construction limits; and
  - show proposed legend in plan view.
- 2D.13 Prepare a draft of Project specifications in 2004 Master Format. ENGINEER shall coordinate with City to incorporate City Standard Specifications into outline.
- 2D.14 Compute Project quantities and estimate of construction costs.
- 2D.15 Submit draft 60% Preliminary Design Submittals to City for review and approval. Perform QC / QA of 60% submittals.

**Preliminary Design Submittals: (2 Complete Sets)**  
 60% Preliminary Design Drawings  
 Water Quality Model with chosen alternative implemented in model  
 Updated Project Quantities w/estimated construction costs  
 Draft of Project Specifications in 2004 Master Format

- 2D.16 Upon approval of 60% Preliminary Design Drawings, submit one copy for “routings” along with a list of all projected affected entities. City will make additional copies of drawings and perform routing. Routing comments and revisions will be forwarded to ENGINEER at the review meeting.
- 2D.17 The preliminary construction drawings and support documentation submitted for review should be marked with “Not for Construction” and “Second Submittal”.
- 2D.18 Incomplete submittals will not be accepted and/or reviewed by the City.

**Task 3 – 95% Preliminary Design & Final Design**

- 3A.1 Prepare the 95% preliminary & final specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards. Engineer shall coordinate with City to incorporate City Standard Specifications into the Project’s specifications.
- 3A.2 Complete a quality control review of the draft Contract Documents, including the drawings and specifications of the electrical and I&C and force main.
- 3A.3 Prepare 95% preliminary & final design drawings. Incorporate comments received during the review meetings and routings.
- 3A.4 Finalize processes and electrical installation drawings and details for Lakeside Pump Station.
- 3A.5 Finalize structural drawings and details for Lakeside Pump Station.
- 3A.6 Incorporate finalized drawings, details and specifications related to the design of the pump station into the 95% and Final Design Submittal.
- 3A.7 Update summary of project quantities with estimated construction costs for both the 95% preliminary & final specifications.
- 3A.8 Submit 95% Preliminary & Final Design Submittals to City for review and approval.

**95% Preliminary Design & Final Design Submittals: (2 Complete Sets)**

95% Preliminary Design & Final Design Drawings

95% Preliminary Design & Final Project Quantities  
w/estimated construction costs.

95% Preliminary Design & Final Bidform

\*Using 2004 Master Format completed with the CUE's required format

95% Preliminary Design & Final Project Specifications in 2004 Master Format

- 3A.9 The preliminary construction plans and support documentation submitted for review should be marked with "Not for Construction" and "Third Submittal".
- 3A.10 Upon approval of 95% Preliminary drawings and specifications, prepare and submit Final Design Drawings with one (1) set of stamped paper bond drawings, two (2) electronic versions of the Project specifications (1 Microsoft Word and 1 pdf) and two (2) electronic copy of Project drawings (1 dwg version 2007-2012 and 1pdf).

**Task 4 - Bidding Phase.** The bidding phase services shall include the following:

- 4A.1 Attend Pre-bid Meeting.
- 4A.2 Engineer shall prepare and assist City with issues of the addenda, as needed to interpret, clarify or expand bidding documents. City's Program Manager is to issue the Addenda.
- 4A.3 Conformed to Contract Documents  
The Engineer shall prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC Project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC Project specifications (Microsoft Word).

**Task 5 – Property Acquisition**

Property acquisition may be required for the Project. Surveying work under this task can be completed by Engineer. Services shall conform to GR7 Easement in the City Utilities Design Standards Manual ([http://www.cityoffortwayne.org/utlities/images/stories/designman/GR\\_7\\_Easments\\_-\\_Draft.pdf](http://www.cityoffortwayne.org/utlities/images/stories/designman/GR_7_Easments_-_Draft.pdf))

- 5A.1 Engineer shall prepare documents outlining proposed routes of sewer, and locations of outfalls into the Lakeside Ponds.
- 5A.2 Engineer shall attend meeting with City and Fort Wayne Parks Department to discuss property needs.
- 5A.3 Upon written authorization from City, and negotiation of satisfactory fees:
1. Prepare summary of required property acquisition.
  2. Submit summary to agent/company qualified to research title history to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that will be subject to easement or right-of-way acquisition.
  3. Based on findings of title work done in above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. This task shall be

prepared in conformance to the City of Fort Wayne Design Standards Manual General Requirements, Chapter 6 and Chapter 7.

4. Engineer shall include the completion of five easement descriptions. Additional easement descriptions are to be included in the contingency.

#### **Task 6 - Construction Phase**

- 6A.1 Attend 2 pre-construction meetings: one with Contractor and another pre-construction public meeting to include Contractor, Neighborhood, Parks Department, City and Engineer, to address construction related issues. City will assist in procuring time, date, and location of meeting(s) and will attend meeting(s).
- 6A.2 Review Contractor-submitted shop drawings (estimate 50 submittals) for compliance with Contract Documents, as requested by PROGRAM MANAGER. Review shall be to assess if the items covered by the submittals will, after installation or incorporation, conform to the Contract Documents and be compatible with the overall design intent. Review and approval will not extend to means, method, techniques, sequences or procedures of construction (except where review of the means, methods, techniques, sequences or procedures of construction is specifically required by the Contract Documents) or to safety precautions, procedures, or programs incident thereto.
- 6A.3 Perform up to 10 site visits, as requested, to assist PROGRAM MANAGER in resolution of design or construction problems.
- 6A.4 Prepare sketches and assist in resolution of any questions or construction issues as requested to resolve unforeseen problems due to actual field conditions encountered (estimate 15 RFIs).
- 6A.5 Engineer shall utilize the City of Fort Wayne's Project Management Information System (PMIS) document system for construction management.
- 6A.6 Engineer shall not be responsible for the acts or omissions of the CONTRACTOR, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of the CONTRACTOR to perform or furnish the Work in accordance with the Contract Documents.
- 6A.7 Engineer shall prepare Final Record Drawings using the guidelines under the City Utilities Design Standards Manual Final Record Drawings GR10 ([http://www.cityoffortwayne.org/utilities/images/CADD\\_Files/General\\_Requirements/GR10\\_Final\\_Record\\_Drawings\\_-\\_Draft.pdf](http://www.cityoffortwayne.org/utilities/images/CADD_Files/General_Requirements/GR10_Final_Record_Drawings_-_Draft.pdf)). City Utilities Engineering (CUE) will provide two sets of project drawings designated specifically for recording changes and deviations from the original project drawings shall be maintained throughout construction. Record drawings will be produced based on the record of work provided by the contractor and Resident Project Representative (RPR) to CUE.

#### **D. SCHEDULE**

The Project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by May 1, 2015, and receiving prompt review and approvals from City (2-weeks per review are included in the schedule).

##### SCHEDULE

Task 1A: Preliminary Design Lakeside Pump Station

##### DATE

05/01/2015 to 09/28/2015

Task 1B: Preliminary Water Quality Model	05/01/2015 to 06/30/2015
Task 2A: Preliminary Design Field Survey	05/01/2015 to 07/10/2015
Task 2B: Preliminary Design Soil Investigation	05/01/2015 to 05/22/2015
Task 2C: 30% Preliminary Design	05/01/2015 to 09/28/2015
Task 2D: 60% Preliminary Design	09/29/2015 to 12/18/2015
Task 3: 95% Preliminary Design & Final Design	12/18/2015 to 02/8/2016
Task 4: Bidding Phase	TBD
Task 5: Property Acquisition	05/01/2015 to 01/18/2016
Task 6: Construction	TBD

## E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by City and after approved negotiated fees, Engineer shall provide the following additional services:

### Contingency Tasks

Contingency tasks are authorized by the City and shall have prior approval of fees prior to commencement of services.

- Attend additional meetings as needed to review and discuss the Project.
- Furnish to the City all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the City, as requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending meetings with reviewing agencies for the following applications:
  1. 401/404 Permit Application - Prepare the appropriate permit applications for the project, including Section 401 Regional General Permit (RGP) to IDEM and the Section 404 RGP or Nationwide Permit to USACE. It is anticipated the project will require a Section 401 RGP and will be covered under the Section 404 Regional General Permit dated September 11, 2014, issued for the State of Indiana.
  2. Rule 5 and Erosion Control - Submit SWPPP and Erosion Control Plans to local reviewing authority (County or MS4). Prepare Stormwater Pollution Prevention Plan (SWPPP). Submit SWPPP and Erosion Control Plans to local reviewing authority (County or MS4). Submit public notice of construction activity in newspaper of general circulation. Complete and submit Notice of Intent (NOI) to the Indiana Department of Environmental Management.
  3. IDNR Construction in a Floodway Permit Application - Prepare and submit an Indiana Department of Natural Resources (IDNR) Construction in a Floodway permit application via the IDNR web portal. Prepare exhibits based upon the design plans and delineated jurisdictional resources to accurately display the proposed impacts to the regulatory agencies.
  4. Army Corp of Engineers – Levee System Modification for installing a force main within the Maumee River Levee. Prepare plans, details and specifications affecting the levee/floodwall. Preparation of Permit form CELRL-803.
- Perform site visits to assist City in resolution of design or construction problems.
- Develop and apply model for Pond #1
- Additional Easement Acquisition Services consisting of:
  - Title Search
  - Summary of Easement Requirements
  - Prepare Easement Descriptions and Easement Plats

- Develop Property Acquisition Summary Outside commercial laboratory to conduct the analytical testing for water sampling.
- Additional water quality sampling.

## 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 Engineer with electronic copies of ortho aerial photography, GIS base map information (AutoCAD format) on right-of-way and lot information, and GIS information on existing water and sewer lines (AutoCAD format).
- Information on minimum water surface elevation/water depth requirements as well as any data describing each pond's hydraulic conditions will be provided by the City.
- 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 Jonathan Ondracek.
- 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.
- E. SRF DOCUMENTATION**  
Project is funded by State Revolving Fund (SRF) but Fort Wayne Utilities Engineering will be responsible for coordinating the project with the SRF Loan Program.

**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 \$ 518,500 as summarized in 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 shall be made 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
  - a. 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 alternation of such documents or deliverables without written verification or adaptation by Engineer for the specific purpose intended, shall be at City's sole risk.

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

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

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

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

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

substituted in lieu of the following requirements;

- a) Worker's Compensation 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.

21. CONSENT DECREE NOTIFICATION. Engineer shall perform, or cause others to perform, all services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. Engineer acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:

<http://www.cityoffortwayne.org/utilities/clean-river-team/32-consent-decree-.html>

## 22. DOCUMENT RETENTION.

Notwithstanding any other provision of this Agreement, Engineer agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within Engineer's possession or control and which relate, in any manner, to the performance of the services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the City, Engineer shall provide the City with complete copies of such documents, records and other information at no cost to the City. The copies shall be provided to the City on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the Engineer. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the Engineer attesting that it has provided the City with complete copies of all documents, records and other information which relates to the services contemplated by the Agreement.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

**Project Schedule, Review Mtgs, and Project Management – (Task 1)**

For Services outlined in Task 1A, not to exceed fee of: \$ 25,800

**Lakeside Pump Station Design – (Task 1A)**

For Services outlined in Task 1A, not to exceed fee of: \$ 35,100

**Preliminary Water Quality Model – (Task 1B)**

For Services outlined in Task 1B, not to exceed fee of: \$ 25,300

**Preliminary Design Field Surveying – (Task 2A)**

For Services outlined in Task 2A, not to exceed fee of: \$ 74,500

**Preliminary Design Soil Investigation – (Task 2B)**

For Services outlined in Task 2B, a not to exceed fee of: \$ 12,200

**30% Preliminary Design – (Task 2C)**

For Services outlined in Task 2C, not to exceed fee of: \$ 98,700

**60% Preliminary Design – (Task 2D)**

For Services outlined in Task 2D, a not to exceed fee of: \$ 126,600

**95% Preliminary Design & Final Design – (Task 3)**

For Services outlined in Task 3, a not to exceed fee of: \$ 37,000

**Bidding Phase – (Task 4)**

For Services outlined in Task 4, a not to exceed fee of: \$ 13,200

**Property Acquisition – (Task 5)**

For Services outlined in Task 5, not to exceed fee of: \$ 8,300

**Construction Phase – (Task 6)**

For Services outlined in Task 6, a not to exceed fee of: \$ 31,800

**OPTIONAL ADDITIONAL SERVICES**

**Contingency**

For Services outlined in Section E, a not to exceed fee of: \$ 30,000

**TOTAL NOT TO EXCEED FEE: \$ 518,500**

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Project Director <ul style="list-style-type: none"><li>• Jordan McCormack</li></ul>	\$230
Project Manager <ul style="list-style-type: none"><li>• Bryan Hood</li></ul>	\$170
Senior Engineer <ul style="list-style-type: none"><li>• Bob Henricksen</li></ul>	\$185
Project Engineer <ul style="list-style-type: none"><li>• Jeremy Schmitt</li><li>• Derek Urban</li></ul>	\$135
Senior Technician <ul style="list-style-type: none"><li>• Pawel Trawinski</li><li>• Marietta Griffith</li></ul>	\$110
Staff Engineer <ul style="list-style-type: none"><li>• Kaitlyn Bilodeau</li><li>• Brian Payne</li></ul>	\$ 90

**CITY OF FORT WAYNE, INDIANA**

**American Structurepoint, 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: Willis R. Conner, President, Owner

Name: Gregory L. Henneke, Executive Vice President, Owner, Secretary/Treasurer

Address: Same for both: 7260 Shadeland Station, Indianapolis, Indiana 46256

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: see below%

Willis R. Conner: 84.07%

Gregory L. Henneke: 7.79%

**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 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  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).

Project	Contract Date	Contract No.	City Contact
Bass Road Watermain Extension Phase 3	4/2/2014	Work Order No. 66188	Matthew A. Wirtz
Fairfield and Ewing Roundabout	8/7/2013	Work Order No. 12285	Shan Gunawardena
Adams Center Road	7/25/2014	Unknown	William Hartman
Construction Phase Services for Effluent Pump Station and Pond 3	5/8/2013	Unknown	Zach Schortgen
State Boulevard	9/2/2009	Unknown	Shan Gunawardena
Adams Center Road	11/2/2011	Work Order No. 75685	Matthew A. Wirtz

c. 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).

Project	Contract Date	Bid No.	City Contact
RFP 2014-02 (Various Projects)	N/A	N/A	N/A
WPCP Process Review & Operational Manual Updates	N/A	N/A	N/A
Junk Ditch Lift Station	N/A	N/A	N/A

**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:**

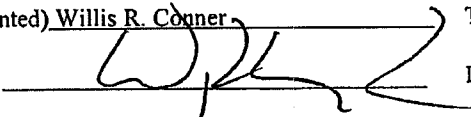
- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or 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

American Structurepoint, Inc.  
(Name of Vendor)

7260 Shadeland Station, Indianapolis, IN 46256  
Address  
(317) 547-5580  
Telephone  
rconner@structurepoint.com  
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) Willis R. Conner Title President  
Signature  Date 4-21-15

**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: April 22, 2015  
To: Common Council Members  
From: Jonathan Ondracek, Engineering Associate, City Utilities Engineering  
RE: **Contract Title: Lakeside Sewer Separation W.O. # 76113**

Consultant Selected: American Structurepoint

Contract Value: \$518,500.00

The consultant shall provide: Professional engineering services to provide design, bid assistance and construction engineering for the Lakeside Sewer Separation Project.

Project Description: The combined sewer Long Term Control Plan involves the investment of nearly \$240 million in projects in order to significantly reduce the amount of sewage that is discharged to Fort Wayne's rivers and their tributaries each year. CSO Control Measure 6 of the Consent Decree requires the completion of cost effective sewer separation that will disconnect stormwater runoff into the existing combined sewer system. Completing sewer separation will result in fewer combined sewer overflows within these subbasins. This project will provide cost effective separation in sewer Subbasin O10 101 which contributes to CSO Outfall 048 (Morton Street Pump Station).

The proposed project will be designed in the northeast part of the City in the Northside Neighborhood. This is a sewer separation project that will disconnect inlets connected to the combined system along California Avenue, Columbia Avenue, Crescent Avenue, Delta Boulevard, Kentucky Avenue, Lake Avenue, Morton Street, Tecumseh Street, Tennessee Avenue, Tilden Avenue and Vermont Avenue. The new storm sewers will then transport these stormwater flows into Lakeside Park's ponds for temporary storage before it is pumped into the Maumee River. This project will consist of approximately 12,865 linear feet of 12" through 30" diameter storm sewer, six connections to the Lakeside Park's ponds with bank restoration at these locations and the design of a pump station. Other responsibilities will include, but are not limited to: completing a hydraulic model for the proposed storm system, a water quality model along with green infrastructure design, engineering drawings and specifications, easement preparation, permit preparation, attendance at public meetings, assistance with routing drawings through other utilities and City departments and utility conflict resolution.

Implications of not being approved: This sewer separation project is to meet the Consent Decree requirements of CSO Control Measure (CM) 6 for CSO Outfall 048. The CSO CM 6 requires that CSSCIP (combined sewer separation capital improvements projects) be initiated in 2012 and all construction completed by 2018. City Utilities Engineering is making a commitment to start this work early so that this control measure will be completed on time and within budget.

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

Selection and Approval Process: The consultant was selected through the Competitive Sealed Proposal (CSP) process. The Request for Qualifications (RFQ) announcement was sent to over 100 firms, and 7 firms submitted a statement of qualifications. Utilities Engineering reviewed the qualifications of all interested firms and established a short list of consultants based on the strength of their qualifications. Requests for proposals were then developed and sent to the three shortlisted firms. Best and Final proposals were received by Fort Wayne Utilities on April 3, 2015. The key items that the review team was looking for in the proposals were: a project team that had experience in similar projects and a strong approach to the project itself. Using this procedure, Utilities Engineering found American Structurepoint's proposal to be the best value. The Board of Public Works approved the contract on April 22, 2015.

Funding: The Professional Services Agreement (PSA) will be funded by the 2014 Sewer Revenue Fund (SRF) Bond.

Council Introduction Date: April 28, 2015

CC: BOW  
Matthew Wirtz  
Diane Brown  
Construction Manager  
Chrono  
File

Public Hearing Date, if applicable \_\_\_\_\_

Read the first time in full and on motion by Councilman Martin 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  
Martin Bender, 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>1</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>	_____	_____	_____
SHOAF	_____	_____	_____	<u>✓</u>
SMITH	<u>✓</u>	_____	_____	_____

DATED: 5-12-15 \_\_\_\_\_  
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-40-15 on the 12<sup>th</sup> day of  
May, 2015

ATTEST:  
Sandra E. Kennedy  
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 13<sup>th</sup> day  
of May, 2015, at the hour of 1:00 O'clock PM. E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13<sup>th</sup> day of MAY  
2015, at the hour of 4:00 O'clock PM. E.S.T.

Thomas C. Henry  
THOMAS C. HENRY, MAYOR

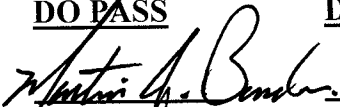

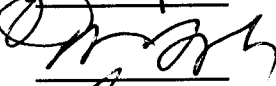

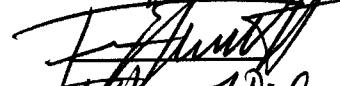

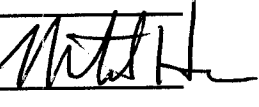

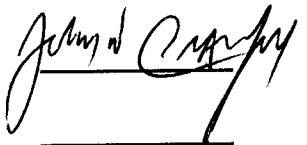
**BILL NO. S-15-04-15**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**MAY 12, 2015**

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

**AN ORDINANCE** approving Professional Engineering Services Agreement: Lakeside Sewer Separation Project - W.O. #76113 between American StructurePoint, 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>
			
			
			
			
			
			
			
			

**SANDRA E. KENNEDY**  
**CITY CLERK**