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2 **BILL NO. S-15-12-01**

SPECIAL ORDINANCE NO. S- 103-15

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4 AN ORDINANCE approving PROFESSIONAL
5 SERVICES AGREEMENT - PROGRAM &
6 PROJECT MANAGEMENT ASSISTANCE FOR
7 CITY UTILITIES between THE SECANT GROUP,
8 LLC and the City of Fort Wayne, Indiana, in
9 connection with the Board of Public Works.

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

12 **SECTION 1.** That the PROFESSIONAL SERVICES
13 AGREEMENT - PROGRAM & PROJECT MANAGEMENT ASSISTANCE
14 FOR CITY UTILITIES by and between THE SECANT GROUP, LLC and the
15 City of Fort Wayne, Indiana, in connection with the Board of Public Works, is
16 hereby ratified, and affirmed and approved in all respects, respectfully for:

17 All labor, insurance, material, equipment, tools, power,
18 transportation, miscellaneous equipment, etc., necessary for
19 Professional engineering services for assistance with
20 projects associated with growth, expansion and acquisition
21 activities and programs for City Utilities. Services include:
22 engineering studies and planning assistance, project
23 management, coordination with regulatory agencies,
24 testimony, general assistance with project management,
25 and technical support and negotiations with existing key
26 customers (i.e. land developers, The Allen County Regional
27 Sewer & Water District, Leo/Cedarville, New Haven and
28 GM):

29 involving a total cost of THREE HUNDRED NINETY-ONE THOUSAND
30 THREE HUNDRED AND 00/100 DOLLARS - (\$391,309.00). 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

**PROGRAM & PROJECT MANAGEMENT ASSISTANCE FOR CITY UTILITIES
("PROJECT")**

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

THE SECANT GROUP, LLC ("PROGRAM MANAGER" or "PM")
2204 Kensington Boulevard
Fort Wayne, Indiana 46805

Who agree as follows:

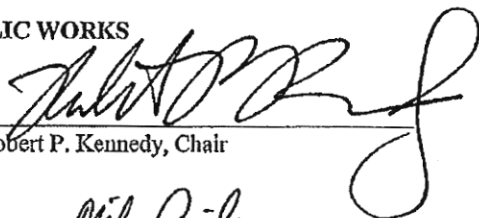
City hereby engages PROGRAM MANAGER to perform the services set forth in Part I - Services ("Services") and PROGRAM MANAGER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). PROGRAM MANAGER shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from City. City and Program Manager 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

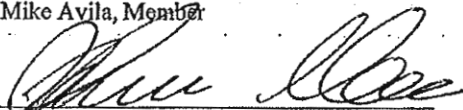
BY:


Robert P. Kennedy, Chair

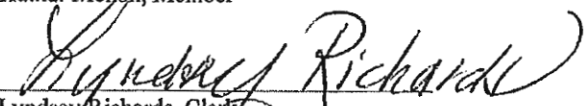
BY:


Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:

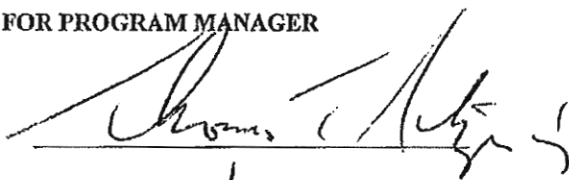

Lyndsey Richards, Clerk

DATE:

12/2/15

APPROVED FOR PROGRAM MANAGER

BY:



DATE:

11/24/2015

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

PROGRAM MANAGER 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

The Project is to provide engineering and program management services for various City Utilities capital, regulatory and operating programs and projects under the direction of the Director of Utilities or his or her assign. The program and project management services will include cooperate interaction with various City Departments, staff, regulatory agencies and other affected parties.

C. SCOPE OF WORK

Task 1 – Program Management of City Utilities Capital, Regulatory and Operating Programs & Projects

- 1.1 *Location of Services.* The Secant Group, LLC will provide program management services in Fort Wayne where the PROGRAM MANAGER (PM) will be located for the duration of this Agreement. The PM will work out of the City's offices which will be equipped to support execution of these services.
- 1.2 *Program Manager.* Thomas T. Nitzza, Jr., P.E. will act as Program Manager on behalf of The Secant Group, LLC for the duration of these services.
- 1.3 *Management of City Personnel.* PROGRAM MANAGER will provide oversight, engineering direction and project communication and coordination with various City Departments and staff.
- 1.4 *Program Management Duties in Support of Water, Wastewater and Stormwater Capital, Operating and Regulatory Programs & Projects.* PM will provide administrative duties, project management duties, conduct negotiations, perform selected in-house studies & designs, manage consultant studies and engineering designs, coordinate with other City departments, coordinate with regulatory review agencies, keep City records and either take or facilitate action steps that result in timely completion of capital, operating and regulatory programs and projects for City Utilities.
- 1.5 *Outside Consultants.* PM will prepare RFQ/RFP's for selected design packages, assist in development of design services agreement and perform contract negotiations for design projects and other required consultant services. PM will attend Board of Works meeting for contract approvals and consultant agreement approvals.
- 1.6 *Design Oversight.* PM will provide oversight and liaison with design consultants and will review their work in relation to design contract requirements. These oversight services will include technical, cost and construction feasibility reviews, and follow-up to verify that review comments are satisfactorily addressed. PM will coordinate and participate in design meetings between design consultant and staff in order to monitor status and assist in keeping projects on schedule.

- 1.7 *Billings.* PM will review and recommend payments on various necessary billings.
- 1.8 *Bidding Assistance/Award/Agreement Review.* For small to midsize projects PM will prepare bid advertisements, attend pre-bid conferences, coordinate with design consultants regarding interpretation of contract documents, prepare and issue addenda, evaluate and make recommendations on bid awards, attend Board of Works meetings to facilitate contract approvals, and attend City Council meetings for contract approvals. For large projects PM will manage consultants, assist, and coordinate during Bidding, Award, and Construction Contract (Agreement) phase of the project.
- 1.9 *Construction and Start-up Services.* PM will provide services during the construction and start-up phases of projects as necessary.

D. SCHEDULE

The program management services will be performed for a period of approximately one hundred and four (104) weeks, unless otherwise amended.

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by City and negotiated fees, PROGRAM MANAGER can provide the following additional services:

- Program management or technical services requiring special expertise not normally provided by PM.
- Other tasks related to the Project.

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 Program Manager any records, drawings, reports, studies, regulatory decisions and similar information relating to the Services that may be relied upon without independent verification unless specifically identified as requiring such verification.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Kumar Menon, Director of City Utilities.

C. DECISIONS

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

PART III

COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$ 391,300 as summarized in attached Attachment 1.

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

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

B. BILLING AND PAYMENT

1. Timing/Format

a. Program Manager shall invoice City no more often than semi-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 Program Manager within 30 days of receipt of approved invoice.

2. Billing Records

PROGRAM MANAGER 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.

C. ADDITIONAL TERMS AND CONDITIONS

1. Termination by the CITY.

The CITY may terminate this agreement for PM services for any or no reason on sixty (60) days written notice made to The Secant Group, LLC. In the event of termination, the City shall be required to accept services at the average rate of 34 hours per week during the 60 day termination period in a similar manner as the then previous 60 days.

2. Termination by The Secant Group, LLC.

The Secant Group, LLC may terminate this agreement for PM services for any or no reason on sixty (60) days written notice made to the CITY. In the event of termination, the City can choose to continue to request and receive services at the average rate of 34 hours per week during the 60 day termination period.

**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 PROGRAM MANAGER and CITY. PROGRAM MANAGER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

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

4. **DELAYS.** If events beyond the control of PROGRAM MANAGER, 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, PROGRAM MANAGER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** See Section III.C.

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 PROGRAM MANAGER for the specific purpose intended, shall be at CITY's sole risk.

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

8. **RELATIONSHIP WITH CONTRACTORS.** PROGRAM MANAGER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but PROGRAM MANAGER 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 PROGRAM MANAGER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** PROGRAM MANAGER 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;

- n) 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, PROGRAM MANAGER 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 PROGRAM MANAGER, 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 PROGRAM MANAGER safe access to any premises necessary for PROGRAM MANAGER 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 PROGRAM MANAGER's performance under this Agreement shall expire one year after Project Completion.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC PROFESSIONAL SERVICES FEE PROPOSAL

For 2016

	Total Hours	Rate (hourly)	Cost
Program Manager	1,500	\$107.50	\$161,250
Engineering Assistant	360	\$ 40.00	<u>\$ 14,400</u>
Direct Expense (Hourly Staffing) Subtotal			\$175,650
Reimbursable Expenses and Subcontractors*			<u>\$ 20,000</u>
Sub Total for 2016			\$195,650

For 2017

	Total Hours	Rate (hourly)	Cost
Program Manager	1,500	\$107.50	\$161,250
Engineering Assistant	360	\$ 40.00	<u>\$ 14,400</u>
Direct Expense (Hourly Staffing) Subtotal			\$175,650
Reimbursable Expenses and Subcontractors*			<u>\$ 20,000</u>
Sub Total for 2017			\$195,650

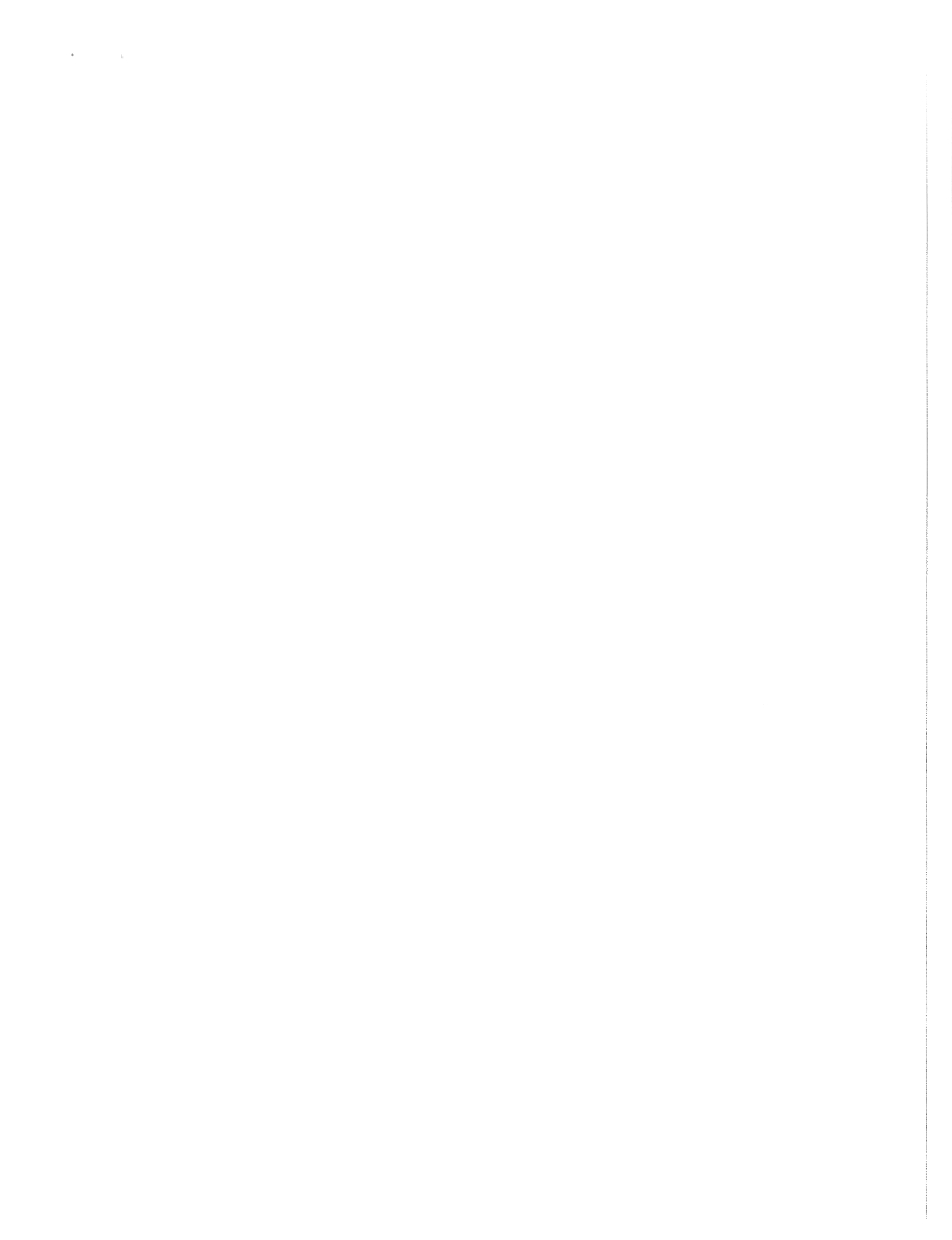
GRAND TOTAL NOT-TO-EXCEED AMOUNT \$391,300

* Pre-Approved Subcontractors: Earth Source, Inc.; Heartland Restoration Services, Inc.; Arcadis; BCS Management, FAVAC LLC, Scott Nitza illustration and Design.

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
For 2016:	
Thomas T. (Ted) Nitza, Jr., P.E./Program Manager	\$107.50
Engineering Assistant	\$ 40.00
For 2017:	
Thomas T. (Ted) Nitza, Jr., P.E./Program Manager	\$107.50
Engineering Assistant	\$ 40.00



CITY OF FORT WAYNE, INDIANA

THE SECANT GROUP LLC
(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: THOMAS T. NITZA JR Name: _____

Address: 2204 KENSINGTON BLVD 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: THOMAS T. NITZA JR 100 %

Name: _____ %

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 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).

STORMWATER ASSISTANCE 2014-2015
Program Management Assistance 2013-14
Amendments
Program Management Assistance 2015

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).

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

Yes _____ No

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.).

Company / Name / Payment Terms: None

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;
- 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

THE SECANT GROUP LLC
(Name of Vendor)

2204 WASHINGTON
Address
() 260 416 6100
Telephone
tol.nitzn@thesecantgroup.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) Thomas J. NITZL Title President

Signature [Handwritten Signature] Date 1/29/15

[Handwritten Signature] 11/30/2015 (updated)

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: **December 2, 2015**

To: Common Council Members

From: Matthew Wirtz, City Utilities Engineering

RE: Contract Title: Program & Project Management Assistance for City Utilities

Consultant Selected: The Secant Group, LLC

Contract Value: \$391,300.00

The consultant shall provide: Professional engineering services for assistance with projects associated with growth, expansion and acquisition activities and programs for City Utilities.

Project Description: Services include engineering studies and planning assistance, project management, coordination with regulatory agencies, testimony, general assistance with project management, and technical support and negotiations with existing key customers (i.e. land developers, The Allen County Regional Sewer & Water District, Leo/Cedarville, New Haven and GM).

Implications of not being approved: City Utilities is a regional provider of services and provides sewer and drinking water to many customers and several communities outside of Fort Wayne's corporate limits. City Utilities strives to be the "provider of choice" for sewer and water services. Failure to maintain the engineering workload and technical support necessary for City Utilities growth, expansion acquisition activities and programs may lead to missed opportunities for strategic growth and management and diminished relationships with existing key customers.

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 over 100 firms and posted on City website, and 2 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. A request for proposals was then developed and sent to all shortlisted firms. A scoring matrix was used to score all firms based on the RFQ, and RFP's. RFP scoring was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected Secant Group 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 2, 2015.

Funding: The Professional Services Agreement (PSA) will be funded Water, Sewer & Storm Utility revenue.

Council Introduction Date: December 8, 2015

CC: BOW
Diane Brown

Public Hearing Date, if applicable NA

Read the first time in full and on motion by Councilman TOM SMITH

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>8</u>	_____	_____	<u>1</u>
BENDER	<input checked="" type="checkbox"/>	_____	_____	_____
CRAWFORD	<input checked="" type="checkbox"/>	_____	_____	_____
DIDIER	<input checked="" type="checkbox"/>	_____	_____	_____
HARPER	_____	_____	_____	<input checked="" type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	_____	_____	_____
JEHL	<input checked="" type="checkbox"/>	_____	_____	_____
PADDOCK	<input checked="" type="checkbox"/>	_____	_____	_____
SHOAF	<input checked="" type="checkbox"/>	_____	_____	_____
SMITH	<input checked="" type="checkbox"/>	_____	_____	_____

DATED: 12-22-15 Michelle D. Chambers
MICHELLE D. CHAMBERS, 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. 3-103-15 on the 22nd day of December, 2015

Michelle D. Chambers ATTEST: John W. Crawford
MICHELLE D. CHAMBERS, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of December, 2015, at the hour of 6:00 o'clock P.M. E.S.T.

Michelle D. Chambers
MICHELLE D. CHAMBERS, CITY CLERK

Approved and signed by me this 28th day of December 2015, at the hour of 9:00 O'clock AM E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

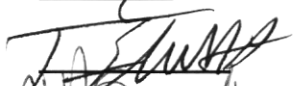


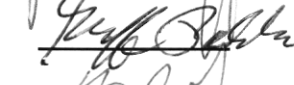
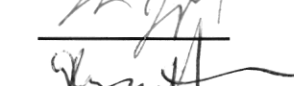
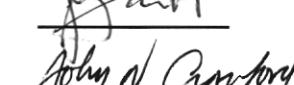
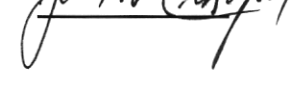
BILL NO. S-15-12-01

REPORT OF COMMITTEE ON CITY UTILITIES

DECEMBER 15, 2015

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

AN ORDINANCE approving Professional Services Agreement - Program & Project Management Assistance for City Utilities between the Secant Group, LLC 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>
			
			
			
			
			
			

**MICHELLE D. CHAMBERS
CITY CLERK**

