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2 **BILL NO. S-16-07-13**

3 SPECIAL ORDINANCE NO. S-7516

4 AN ORDINANCE approving PROFESSIONAL
5 SERVICES AGREEMENT - MORTON STREET
6 LIFT STATION IMPROVEMENTS - W.O. #76184;
7 \$604,000.00 between WESSLER ENGINEERING,
8 INC. 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 - MORTON STREET LIFT STATION IMPROVEMENTS - W.O.
14 #76184; \$604,000.00 by and between WESSLER ENGINEERING, INC. and
15 the City of Fort Wayne, Indiana, in connection with the Board of Public Works,
16 is 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 to provide the design, bid assistance, and design services
20 during construction for the Morton Street Lift Station
21 Improvements:

22 involving a total cost of SIX HUNDRED FOUR THOUSAND AND 00/100
23 DOLLARS - (\$604,000.00). A copy of said Contract is on file with the Office of
24 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

MORTON STREET LIFT STATION IMPROVEMENTS ("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

Wessler Engineering, Inc.
6334 Constitution Drive
Fort Wayne, Indiana 46804

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: _____
Kumar Menon, Member


BY: _____
Mike Avila, Member

ATTEST: _____
Lyndsey Richards, Clerk

DATE: _____

APPROVED FOR ENGINEER

WESSLER ENGINEERING, INC.

BY: _____


DATE: _____
June 30, 2016

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 includes the preparation of construction contract documents, including the development of design drawings, specifications, preparation of a design criteria summary, opinions of probable construction costs, and bid phase services for the construction of the Morton Street Lift Station improvements. The new Pump Station shall be able to pump a capacity of 110-mgd to the WWPS Screening Facilities and be able to pump a maximum of 135 MGD to the river at normal river elevations. Engineer's design responsibilities include but are not limited to configuration and selection of pumps and plumbing, inside building layout, I&C, and coordination with the City and their consultants for the successful completion of the facility.

C. SCOPE OF WORK

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

TASKS 1 – DESIGN

A. PROJECT MANAGEMENT AND ADMINISTRATION

1. Workshops for the Morton Street Lift Station Design Services will be held at critical stages of the design process as follows:
 - a. Pre-Design Kick-off/Concept Confirmation Workshop meeting
 - b. Design Kick-off/Concept Confirmation Workshop including development of initial Risk Management Plan
 - c. 30% Submittal Review Workshop
 - d. 60% Submittal Review Workshop
 - e. 90% Submittal Review Workshop
 - f. Pre-bid meeting
2. Prepare agendas, handouts and meeting notes for all meetings and workshops. Provide to owner minimum of three (3) business days prior to meeting/workshop agendas, handouts, and review documents including respective plans and specifications. Provide meeting/workshop notes within one (1) week following the meeting or workshop.
3. The total number of meetings/workshops budgeted is seven (7).

B. DETAILED DESIGN SERVICES

1. Prepare detailed design drawings for all elements of the work. The drawings will show site grading, and layout of the valve vault, structural and architectural components and details, mechanical equipment configuration and layout, location of flow meter, electrical equipment and connections, and process instrumentation and control diagrams and flow charts. All Drawings prepared under this Agreement will become the property of the CITY upon completion of the work. Comply with CITY CADD standards.

Provide AutoCAD drawings and PDF files at time of "Conformed To Contract" (CTC) document transmittal in accordance with CITY standards. Provide PDF files of 30%, 60%, and 90%, 100%, and CTC document set transmittals. All drawings sheets to be stamped by a professional engineer registered in the State of Indiana.

2. Coordinate with the forcemain designer to assist in pipe sizing and hydraulic issues as pertaining to pump selection.
3. Prepare separate construction specifications to supplement the detail design drawings. A cover sheet located after the specification title sheet will detail who takes professional engineering responsibility for Divisions 0 through 48. Provide PDF and word format specifications with 30%, 60%, and 90%, 100% and CTC document review transmittals. Provide Printable PDF documents at 100% document submittal.
4. Prepare Design Criteria Summary Memorandum that documents the design basis and sizing for all major equipment.
5. Prepare opinions of probable construction costs for the work covered by the detail design drawings and specifications. Cost estimate level to be Class 1 in accordance with the Association for the Advancement of Cost Engineering's (AACE) standards. Cost estimates to be provided with 30, 60, and 100% design completion deliverables.
6. Prepare preliminary construction schedule that identifies all required major milestone dates. To be provided at the concept confirmation workshop and updated at the 60% design review workshop.
7. Prepare the Construction Permit application for submittal by the CITY. Construction permit transmittal to include a stamped set of drawings and specifications. Permit fees will be paid by the CITY.
8. Building Permits: The specifications will define requirements for the Contractor to obtain and pay for all required building permits.
9. Prepare risk management plan for project to identify and monitor project risks. The process will develop a Risk Register (matrix) to facilitate ownership of risks and to identify mitigation strategies. Risks will be ranked based on overall impact and probability. Mitigation measures and contingency plans will be outlined in a matrix format, or Risk Register. Initial "seed" plan will be developed during Design Confirmation Workshop and will be further developed as additional risks and hazards are identified throughout the project. Risk Register will be reviewed and updated at each project review workshop.
10. Perform constructability, operability and bidability reviews by experienced technical staff, designers and construction experts throughout the design process. Initial constructability review will be held during Concept Confirmation Workshop with more detailed reviews occurring at 30% and 60% design phases. Operability and bidability reviews will be performed at appropriate design stages.

C. DELIVERABLES

1. 30% Design Submittal: The 30% Submittal will consist of preliminary drawings that communicate the design approach/intent for the Morton Lift Pump Station concept. Seven copies of the 30% Submittal will be submitted to CITY. The 30% Submittal will include the following:
 - a. Technical Memorandum that includes constructability issues, number and size of pumps, wet well layout, selection and sizing of the electrical equipment
 - b. Preliminary design drawings including site layout plan, pump station layout, electrical building layout, electrical single line diagrams, and process and instrumentation diagrams.
 - c. Design criteria summary including pumping system curves and pump envelopes of operation.
 - d. Preliminary control system functional descriptions
 - e. Opinion of probable construction costs
 - f. Preliminary construction schedule
2. 60% Design Submittal: The 60% Submittal will consist of a set of well-coordinated documents that clearly communicate the design approach/intent of all disciplines. Seven (7) copies of the 60% Submittal will be submitted to CITY. The 60% Submittal will include the following:
 - a. Final 30% Technical Memorandum

- b. Specifications: First cut at the front end, and technical specifications (Divisions 01 through 48) including maintenance of plant operations plan and control system functional descriptions.
 - c. Design Drawings including site grading and piping plans, structural and architectural plans, mechanical plans, electrical, and process and instrumentation diagrams.
 - d. Results of geotechnical investigations
 - e. List of spare parts, training, and vendor operation and maintenance manuals
 - f. Updated opinions of probable construction costs
 - g. Updated construction schedule
3. 90% Design Submittal: At 90% Submittal, no new drawings and/or specifications are expected and all previous review comments have been incorporated or resolved. Seven (7) copies of the 90% Submittal will be submitted to CITY. The 90% Submittal will include the following:
 - a. Updated project specifications
 - b. Updated design drawings
 - c. Updated opinions of probable construction costs.
 - d. Updated construction schedule.
 - e. Construction Permit Application for submittal by the CITY to IDEM.
 4. Control system transmittal
 - a. Biddable specification and drawings for SI and Programming.
 - b. Flow charts for design basis to be used for programming.
 5. Bid Submittal: The Bid Submittal consists of 100 percent complete drawings and specifications suitable for bid purposes. The completed drawings and specifications will have incorporated all CITY comments. Electronic copies of the Bid Submittal will be submitted to CITY seven (7) calendar days before advertisement. The Bid Submittal will include the following:
 - a. Final project specifications with all required signatures and seals.
 - b. Final design drawings with all required signatures and seals.
 - c. Final opinions of probable construction costs.

Task 2 – BID SUPPORT SERVICES

1. Bid Support services will include the following tasks:
 - a. Attend Pre-bid meeting.
 - b. Assist with addenda, as needed, to interpret, clarify or expand bidding documents. CITY'S Program Manager will issue the Addenda.
 - c. Conformed Contract Documents. The ENGINEER will prepare a complete set of Contract Documents (drawings and specifications) incorporating all issued addenda after execution of the Construction Agreement by the CITY and CONTRACTOR. These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda, full counterpart copies of the addenda and accepted bid proposal. Submit two (2) electronic versions of CTC project drawings in both PDF and DWG file format or latest version (AutoCAD) and two (2) electronic copies of the CTC project specifications (Microsoft Word & pdf).

Task 3 – CONSTRUCTION SUPPORT SERVICES

1. ENGINEER shall attend the pre-construction Meeting.
2. ENGINEER shall visit Project sites during construction as needed to answer questions from Program Manager, CITY's resident project representative, or Contractor, for a maximum of five (5) construction site visits.
3. ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the Contractor. The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Review Contractor submitted shop drawings 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, or to safety precautions, procedures, or programs incident thereto. ENGINEER shall be available to answer questions as they pertain to the drawings and specifications throughout construction of the Project.

- 4 ENGINEER shall utilize the City of Fort Wayne's Project Management Information System (PMIS) document system for construction management.
- 5 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.
- 6 ENGINEER shall provide start-up and commissioning support services for all major equipment. Services shall include process mechanical, electrical, and I&C support during vendor start-up, equipment training, and system demonstration testing.

D. SCHEDULE

The project will be completed per indicated design schedule below. This schedule is based on receiving a Notice to proceed by July 29, 2016 and receiving prompt review and approvals from CITY agencies and Program Manager.

<u>SCHEDULE</u>	<u>DATE</u>
Notice to Proceed	July 29, 2016
30% Design Phase	November 15, 2016
60% Design Phase	February 15, 2017
90% Design Phase	April 15, 2017
100% Design Submittal	May 31, 2017
Lift Station Project Proposed Bid Date	August 2017

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by CITY and negotiated fees, ENGINEER can provide the following additional services. The scope and cost for the services are not included as part of the Scope of Basic Design Services described above.

1. Value engineering
2. Additional Construction Phase Services, not already included in Task 3 above

F. ALLOWANCES

Allowance items are authorized by the Program Manager and shall have prior approval of fees prior to commencement. Allowance budget amounts are reflected in ATTACHMENT 1.

1. SURVEYING ALLOWANCE
 - a. Upon written authorization from CITY, conduct a site survey including the following:
 - a. Subcontract with a qualified surveying consultant to complete topographic mapping of the project area, which encompasses the pump station site, electrical building site, and flow meter. Survey for Morton Lift Pump Station Work is included in the Allowance.
 - b. A field survey shall be used to establish both horizontal and vertical control for the project. The field survey shall also include all survey monuments, topographic features, culture, and elevations. All covers, including the existing sewer manholes, storm drain manholes and utility and valve vaults shall be identified and marked in the field. The field survey shall include the measurement

of the invert and manhole rim elevations of manholes and storm drains within the project area. The field survey shall include the measurement of the existing hydraulic structures within the project area. Drawings from past projects in the vicinity of this project will be provided which show underground utilities, etc. These drawings will be the basis for utility locations via site survey and/or with a utility location subcontractor.

- c. The base map shall be prepared with contours spaced at one-foot intervals and shall include all field survey data.
2. GEOTECHNICAL ALLOWANCE
 - a. Upon written authorization from CITY, conduct a geotechnical investigation for the proposed valve vault and site improvement locations. Survey for Morton Street Lift Station Work is included in the Survey Allowance.
 - i. Subcontract with a qualified geotechnical engineering firm to procure soil borings, complete laboratory analysis, and provide a report summarizing recommendations regarding foundation design, dewatering and other subsurface geotechnical considerations.
 - ii. Borings will be advanced to the depths required to provide the necessary soils information. It is estimated that four (4) borings will be completed to an approximate depth range of 40 to 50 feet.
 3. UTILITY LOCATES ALLOWANCE
 - a. Upon written authorization from CITY, subcontract with qualified utility location firm to pothole or other underground exploration methods to adequately locate critical utilities. Assumed potholing 12 locations.
 4. MODELING ALLOWANCE
 - b. Upon written authorization from CITY, conduct modeling of the wet well and pumps. Modeling will include baseline conditions and wet well and flow scenario modifications. Modeling will include a final report documenting the modeling process and all results. Modeling under this allowance will include computational fluid modeling (CFD) or physical modeling, up to the authorized allowance budget.
 - i. CFD Modeling of wet well and pumps.
 1. Model Existing P.S., from Scratch, Simulate Flow and Report
 2. Model Upgraded P.S., Simulate Flow and Report
 3. Model Subsequent Medications, Simulate Flow and Report
 - ii. Physical Modeling of wet well and pumps. Including the following tasks:
 1. 1/5th scale model development
 2. Baseline modeling of existing conditions
 3. Modeling runs for all necessary wet well modifications
 4. Witness testing by City and Engineer staff

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, GIS information on existing water and sewer lines (AutoCAD format).

Provide ENGINEER with existing record drawings on the Morton Street Pump Station and best available information on the sanitary and storm sewers, force main, and underground utilities on or adjacent to the Pump Station site.

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 Wendy Reust, P.E.

C. DECISIONS

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

D. PROPERTY OWNER NOTIFICATION

Property owner survey notification letters will be prepared and mailed by the CITY.

PART III

COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement, Tasks 1 through 3 and allowances, will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$ 604,000.00 as summarized in attached Attachment 1.

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

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

B. BILLING AND PAYMENT

1. Timing/Format

- a. ENGINEER shall invoice CITY monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.
- b. CITY shall pay ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

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

**PART IV
STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate

Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

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

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

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

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

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

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

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

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

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

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all work 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/images/stories/docs/consent_decree/Consent_Decree.pdf

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 work 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 work contemplated by the Agreement.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Project Management and Administration For Services outlined in Task 1A	\$ 61,000
Design Phase For Services outlined in Task 1B	\$ 360,000
Bidding Phase For Services outlined in Task 2	\$ 25,000
Construction Phase For Services outlined in Task 3	\$ 78,500
<u>Allowances Tasks – As authorized by PM</u>	
Surveying Allowance (Task 4A)	\$ 10,000
Geotechnical Allowance (Task 4B)	\$ 5,000
Utility Locates Allowance (Task 4C)	\$ 15,000
Modeling Allowance (Task 4D)	<u>\$ 49,500</u>
TOTAL NOT TO EXCEED FEE:	\$ 604,000

ATTACHMENT #2

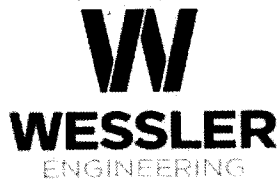
EMPLOYEE HOURLY RATE SCHEDULE

1. Payment of actual hourly rates for services rendered by employees working directly on the Project. Hourly rates will be in accordance with the following schedule:

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
--	--------------------

See Attached Rate Schedules for:
Wessler Engineering

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



More than a Project™

ATTACHMENT NO. 2 2016 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$195.00
Senior Project Manager II/Senior Project Engineer II	\$190.00
Senior Project Manager I/Senior Project Engineer I	\$170.00
Project Manager II/Project Engineer IV	\$155.00
Project Manager/Project Engineer III	\$145.00
Survey Manager	\$130.00
Assistant Project Manager/Project Engineer II	\$120.00
Project Engineer I	\$110.00
Field Services Manager	\$105.00
Senior Designer	\$110.00
Designer	\$100.00
Engineer/Senior RPR	\$95.00
Operations Specialist	\$110.00
Project Coordinator	\$90.00
Environmental Services Project Manager	\$120.00
Environmental Scientist II	\$95.00
Environmental Scientist	\$80.00
Technician IV/Resident Project Representative IV	\$90.00
Technician III/Resident Project Representative III	\$80.00
Technician II/Resident Project Representative II	\$70.00
Technician I/Resident Project Representative I	\$60.00
Survey Crew Manager	\$85.00
Survey Crew Chief	\$75.00
Project Secretary	\$60.00

Reimbursable Expenses shall be charged as follows.

<u>Item and Unit</u>	<u>Unit Cost</u>
Mileage (per mile)	At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17" \$0.12
	24"x36" \$1.00
Color	8.5"x11" / 11"x17" \$0.20/\$0.40
Plots-Bond: (each)	12"x18" / 24"x36" \$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/Pole Camera	\$15.00 per hour
Postage/shipping/freight, Lodging and Per Diems	At Cost
Subcontractor/Subconsultant fees	Cost + 10%

*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule

CITY OF FORT WAYNE, INDIANA

Wessler Engineering, Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: Martin A. Wessler

Name: Dreama E. Doolittle

Address: 6376 Harrison Ridge Blvd, Indianapolis, IN 46236

Address: 8412 Chelone Drive, Plainfield, IN 46168

Name: Brent A. Siebenthal

Name: Robert W. Holden II

Address: 7220 Josiah Court Indianapolis, IN 46259

Address: 13211 Mattock Chase, Carmel, IN 46033

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: Martin A. Wessler – 36.9%
- Name: Brent A. Siebenthal – 21.1%

- Name: Dreama E. Doolittle – 15.8%

- Name: Robert W. Holden, II – 10.5%

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 X

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 X

c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:
Yes _____ No X

c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:
Yes _____ No X

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

On-Call Rehabilitation Services 2016-2017 – Dated 4/6/16; Eric Steinman

Effluent Aeration Improvements Contract Management Support; WO# 76062 dated 1/15/2016; Chris Ravenscroft

Hillegas Pump Station Design; PO# 15905136 dated 9/11/2015; Jeana Eviston

On-Call Water Engineering Assistance; PO# 15905132 dated 8/31/2015; Andrew Schipper

Design Management and Project Management Services, WPCP Primary/Secondary Treatment and Digester Process Upgrades, WO# 75865 dated 6/17/2015, Zach Schortgen

WPCP Primary/Secondary Treatment and Digester Process Upgrades; PO# 13905046-000 dated 4/17/2013; Zach Schortgen

On-Call Surveying and Drafting Services – 2014; dated 1/29/2014; Nathan Baggett

On-Call Permit Assistance – 2014; dated 1/29/2014; Anne Marie Smrcek

b. Does Vendor have **pending** contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X 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).

RFQ 2015-03 – Project 5; On-Call Small Plant Project Engineering Services – Selected Firm 2/2/16, not yet contracted; Chris Ravenscroft

RFQ 2015-03 – Project 7; On-Call Permitting Assistance – Selected Firm 2/2/16, not yet contracted; Anne Marie Smrcek

RFQ 2015-03 – Project 10; On-Call Water Main Project Design Assistance – Selected Firm 2/2/16, not yet contracted; Andrew Schipper

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees

that are also employed by the City of Fort Wayne? **No.** 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: _____

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

Wessler Engineering, Inc.
(Name of Vendor)

6219 South East Street, Indianapolis, IN 46227
Address

(317) 788-4551
Telephone
brents@wesslerengineering.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) Brent A. Siebenthal _____ Title: President

Signature  _____ Date: June 30, 2016

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: **July 12, 2016**
To: Common Council Members
From: Wendy Reust, Senior Program Manager, City Utilities Engineering
RE: Contract Title: Morton Street Lift Station Improvements W.O. #76184

Consultant Selected: Wessler Engineering, Inc.

Contract Value: \$604,000.00

The consultant shall provide: Professional engineering services to provide the design, bid assistance, and design services during construction for the Morton Street Lift Station Upgrade.

Project Description: The Morton Street Pump Station (CSO 48) project is identified as CSO Control Measure No. 10 in the LTCP. This project will increase the lift station size to be able to pump 110 MGD to the Wet Weather Ponds for temporary storage until the wet weather event is over as part of efforts to reduce untreated CSOs to local waterways. After implementation of this project, no discharges will be allowed into the Maumee River via CSO 48 in a typical year.

Implications of not being approved: This sewer project is an integral part of compliance with the Consent Decree, to reduce combined sewer overflows to the Maumee River.

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 7 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. All three shortlisted firms submitted Competitive Sealed Proposals. 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 Wessler Engineering 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 July 6, 2016.

Funding: The Professional Services Agreement (PSA) will be funded by 2016 Sewer SRF Bond.

Council Introduction Date: July 26, 2016

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File


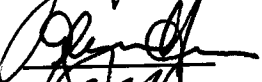



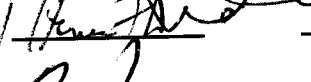
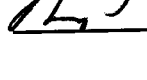
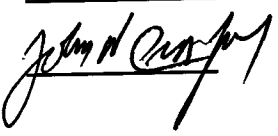
REPORT OF COMMITTEE ON CITY UTILITIES

AUGUST 2, 2016

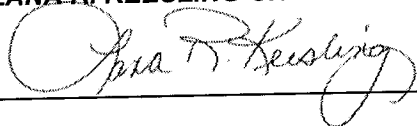
Jason Arp, Chair
Geoff Paddock, Co-Chair
All Council Members

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - MORTON STREET LIFT STATION IMPROVEMENTS - W.O. #76184; \$604,000.00 between WESSLER ENGINEERING, 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>
			
			
			
			
			
			
			
			

LANA R. KEESLING CITY CLERK



Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Arp.

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

Read the third time in full and on motion by Councilman Arp, placed on passage by the following vote:


<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: August 9, 2016


LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
Special No. S-16-07-13 on the 9th day of August, 2016

ATTEST:



LANA R. KEESLING
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th
of August 2016, at the hour of 9:30 o'clock P.M. E.S.T.


LANA R. KEESLING, CITY CLERK

Approved and signed by me this 12TH day of August
2016, at the hour of 9:00 O'clock AM . E.S.T.


THOMAS C. HENRY, MAYOR