BILL NO. S-19-01-16

SPECIAL ORDINANCE NO. S-13-19

AN ORDINANCE approving CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR WPCP 5kV ELECTRICAL DISTRIBUTION UPGRADES - RES/WO - #76465 - ($315,676.00) between SPECTRUM ENGINEERING CORP. 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 CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR WPCP 5kV ELECTRICAL DISTRIBUTION UPGRADES - RES/WO - #76465 - by and between SPECTRUM ENGINEERING CORP. 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 WPCP 5kV Electrical Distribution Upgrades include design services, bidding assistance and designer services during construction (DSDC) for improvements to utility power reliability by adding access to the existing City ownded utility substation located at the Wet Weather Pump Station (WWPS). It also includes infrastructure for providing power to the future 3RPORT Deep De-Watering Pump Station (DDPS) and design for replacement of the 5kV distribution within WPCP.

involving a total cost of not to exceed THREE HUNDRED FIFTEEN THOUSAND SIX HUNDRED SEVENTY-SIX AND 00/100 DOLLARS - ($315,676.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

T Thomas F Didier
Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

City Utilities
Engineering

Interoffice Memo

Date: January 10, 2019

To: Common Council Members

From: Zach Schortgen, City Utilities Engineering

RE: WPCP 5kV Electrical Distribution Upgrades
Res. # 76465 , W.O. # 76465

Council District # N/A – Water Pollution Control Plant

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. WPCP 5kV Electrical Distribution Upgrades include design services, bidding assistance and designer services during construction (DSDC) for improvements to utility power reliability by adding access to the existing City owned utility substation located at the Wet Weather Pump Station (WWPS). It also includes infrastructure for providing power to the future 3RPORT Deep De-Watering Pump Station (DDPS) and design for replacement of the 5kV distribution within WPCP.

Implications of not being approved: This project will provide a permanent power supply for the new tunnel deep dewatering pump station and replace existing 5kV electrical distribution equipment within the WPCP. These upgrades are required to replace end-of-life equipment, provide increased power reliability for existing treatment processes, and supply power to new facilities.

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 RFQ announcement was sent to over 100 firms and posted on the City website, and 4 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. 2 shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQand RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Spectrum Engineering Corp. for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on January 8, 2019.

The cost of said project funded by SRF

Council Introduction Date: January 22, 2019

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File

CU PSA 1-8-19

PROFESSIONAL SERVICES AGREEMENT

WPCP 5kV Electrical Distribution Upgrades

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

Spectrum Engineering Corp. (ENGINEER)
5524 North County Line Road East
Auburn, IN 46706

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: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

DATE: 1-8-19

APPROVED FOR ENGINEER

BY: _____
Rod Sibery, Operations Manager

DATE: 12/21/2018

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 Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The 5kV distribution at the Water Pollution Control Plant (WPCP) includes switchgear located at the utility substation, in the basement of Main Blower Building (Bldg. 1200), and Blower #8 Building (Bldg. 0520). All equipment fed from the switchgear located at the utility substation is fed in a "main-tie-main" design.

This Project includes design services, bidding assistance and designer services during construction (DSDC) for improvements to utility power reliability by adding access to the existing City owned utility substation located at the Wet Weather Pump Station (WWPS). It also includes infrastructure for providing power to the future 3RPORT Deep De-Watering Pump Station (DDPS). The Project also includes design services, bidding assistance, and DSDC for replacement of the 5kV distribution within WPCP.

The improvements to utility power reliability at WPCP by adding access to existing utility substation at WWPS shall be consistent with the existing "main-tie-main" infrastructure. Improvements shall include the following:

1. New duct bank between existing utility substation switchgear at WPCP and new switches at river crossing location at WPCP.
2. New duct bank between new junction point at river crossing location at WWPS and existing 5kV distribution at WWPS.
3. New under river crossing between new junction point at WWPS and switch location at WPCP.
4. Rerouting of new duct bank between new switches at WPCP and new DDPS.
5. Coordination Study and Arc-Flash study for new equipment.
6. Associated electrical systems for power distribution.
7. Associated instrumentation and control systems to automate and monitor new switches.

The replacement of the 5kV distribution within WPCP includes the following:

1. Replace existing exterior 5kV switchgear at utility substation with new switchgear located inside a new structure.
2. Replace and relocate existing 5kV switchgear and 5kV to 480V transformers from basement of Main Blower Building to area west of Main Blower Building in a new structure.
3. Replace existing 5kV switchgear at Blower 8 Building with new 5kV switchgear.
4. Provide for future expansion within new 5kV switchgear.
5. Provide for future generator connections within new 5kV switchgear.
6. Coordination Study and Arc-Flash study for new equipment.
7. Associated electrical systems for new 5kV switchgear.
8. Associated instrumentation and control systems to automate and monitor new 5kV switchgear.
9. Replace 480V and 208V switchgear in Blower No. 8 Building. Provide for future expansion with new 480V and 208V switchgear.

C. SCOPE OF WORK - IMPROVEMENTS TO UTILITY POWER RELIABILITY AT WPCP

The duty of the Engineer is to develop final construction drawings and specifications. 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 is to adhere to the requirements of the Design Standards Manual and relevant exhibits available on the City of Fort Wayne Website. The Engineer shall develop and provide the following services:

Task 1 – General Services

1.1 Prepare for and attend kickoff meeting at Water Pollution Control Plant (WPCP) with a site visit to follow.

1.2 Prepare project design schedule.

1.3 Design Services shall include preparation of construction contract documents including drawings, specifications, construction sequences and constraints, and other documents necessary for agency review and approval and for bidding and construction of the new facilities. Design Services shall also include preparation of an opinion of probable construction cost and a possible construction schedule showing major construction activities that are consistent with the specified sequences and constraints and the specified contract times.

1.4 Research City documents for existing utility information, as-built drawings, information management system and other pertinent data.

1.5 Conduct site visits to obtain information necessary for design.

1.6 Conduct meeting(s) with Plant personnel to discuss suggested routing/location of new duct banks and manholes, connection to existing man holes, and location of new equipment.

1.7 Prepare bidding and contract documents. Documents shall be prepared for construction by a single prime Contractor.

1.8 Prepare Division 0 documents from City master documents, which are based on documents developed by the Engineer's Joint Contract Documents Committee (EJCDC).

1.9 Specifications shall be prepared in general conformance with the Master Format, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CS1). Where available, the City's master specifications will be the basis for preparing the specifications. If City master specifications are not available, Engineer shall prepare specifications consistent with the City's specification standards. Titles and specification numbering shall adhere to the City's master specification list.

1.10 Division 0 documents and specifications shall be prepared with Microsoft Word.

1.11 Drawings shall be prepared for production in two sizes: 24" x 36" full-scale and 11" x 17* reduced- scale, Drawings shall be prepared in AutoCAD 2017 format.

1.12 Perform quality reviews throughout the duration of the Project.

1.13 All deliverables will be submitted in PDF and original file format.

1.14 Two (2) sets of paper copies of deliverables will be required.

1.15 Provide monthly progress reports to the City to document services performed and Project status. The topics of the monthly report shall include tasks completed and in progress, budget and schedule status, and issues to be resolved. The monthly progress reports shall be submitted with the monthly Project invoices.

1.16 Attend three (3) review meetings – proposed to occur at the end of Preliminary Design Part I, Preliminary Design Part II, and after completion of Final Design. These meetings are held at the Program Manager's office.

1.17 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

1.18 Coordinate twice a month conference call with Program Manager.

Task 2 - Preliminary Design

Phase I (30% submittal)

2.1 Point of demarcation between Improvements to Utility Power Reliability at WPCP and Replacement of 5kV Distribution within WPCP shall be at a point approximately 200 feet northwest of existing WPCP 5kV Gear at southside of Indiana Michigan Power's substation.

2.2 Identify major utilities and their approximate location from Utility maps.

2.3 Engineer shall complete the field survey to verify horizontal location of all utilities, including process piping, water, and sewer service locations, as well as depths of existing process piping, water, and sewers.

2.4 Perform field investigation work to verify existing loads on all existing 5kV switchgear being fed directly by utility distribution at WPCP and WWPS. Owner will provide existing one-line diagram.

2.5 Perform field investigation work for new duct bank between existing 5kV switchgear near existing utility substation at WPCP and proposed river crossing location.

2.6 Perform field investigation work for river crossing location between WPCP (south side of river) and WWPS (north side of river).

2.7 Perform field investigation work for new duct bank between existing 5kV distribution at WWPS and proposed river crossing location.

2.8 Perform field investigation work for location of switches for redundant feeds between WPCP, WWPS, and future feed to DDPS.

2.9 Perform field investigation work for new duct bank between switches at WCPC river crossing point and new DDPS.

2.10 Develop conceptual layout of new duct banks, new manholes, and new equipment for basis of design.

2.11 Meet with team from Water Pollution Control Plant to determine phasing of the project and to coordinate the locations for all buildings, switches, manholes, and duct banks and review the Basis of Design Conceptual Layout.

2.12 Check conflicts with any other proposed projects in the immediate area.

2.13 Provide options for modifying existing 5kV switchgear fed directly by utility distribution at WPCP and WWPS with conceptual level opinion of probable costs for each option. Work with the City to determine and select best option.

2.14 Prepare preliminary drawings. The drawings at this phase need only enough detail for the Engineer to accurately determine the recommended duct bank paths, location of new duct bank, manholes, switchgear/buildings and convey it to the Program Manager.

2.15 Prepare opinion of probable cost summary with breakout for each 5kv switchgear and switching location.

2.16 Prepare Engineer's recommended phasing of project and installation of new duct banks and/or manholes.

2.17 Provide a draft Table of Contents of all proposed specifications. Include specifications for Coordination Study and Arc-Flash Study.

2.18 Furnish one copy of Preliminary Design – Basis of Design Conceptual Layout and Phase I Drawings in PDF and DWF format and specifications in PDF and Microsoft Word format to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.

Phase II (60% submittal)

2.19 Proceed with decision made in Phase I Review Meeting on new 5kV switches and switchgear.

2.20 Proceed with decision made in Phase I Review Meeting on manhole locations and duct bank routing.

2.21 Resolve any phasing conflicts.

2.22 Resolve any underground conflicts.

2.23 Determine the final location of the proposed buildings and equipment, switches, manholes, duct banks, and any temporary equipment requirements.

2.24 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I.

The Drawings will generally include: (estimated)

	Sheets
Title Sheet	1
General Notes, Index and Legend	2
Plan (and Profile) Sheets	8
Special Detail Sheets	12
TOTAL	23

2.25 Prepare draft specifications in MF04 format. Include specifications for Coordination Study and Arc-Flash Study.

2.26 Compute project quantities and updated opinion of probable costs in MF04 format.

2.27 Submit draft Preliminary Design Documents to Program Manager for review and approval.

Preliminary Design Submittal: (2 Complete Sets)
Preliminary Design Drawings
Summary of Project Quantities w/opinion of probable costs.

2.28 Furnish one copy of the Preliminary Design – Phase II Drawings in PDF and DWF format and Preliminary Specifications in PDF and Microsoft Word format to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.

Task 3 - Final Design (95% submittal and P.E. stamped complete bidding documents)

3.1 Prepare specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards.

3.2 Complete a quality control review of the draft Contract Documents.

3.3 Prepare final design drawings. Incorporate comments received during the review meetings.

3.4 Update summary of project quantities.

3.5 Submit draft Final Design Documents to Program Manager for review and approval.

Final Design Submittal (2 Complete Sets)
Final Design Drawings

Summary of Project Quantities w/opinion of probable costs.
Bid Form
Project Technical / Supplemental Specifications.

3.6 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word and PDF format) and one electronic copy of project drawings in PDF and CAD format utilizing the CAD standards in Book 6 of the Fort Wayne Design Standards Manual.

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

4.1 Prepare for and lead Pre-bid Meeting.

4.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents.

4.3 Conformed Contract Documents

The Engineer will 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 will 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 – Construction Phase. The construction phase services shall include the following:

5.1 The City will retain another firm to act as the City's representative, to assume all duties and responsibilities, and to have the rights and authority assigned to the Engineer in connection with the construction work to be performed in accordance with the construction Contract Documents. During the construction phase, the Engineer during design phase will be referred to as the Designer. The Designer shall also provide professional engineering services during the construction phase. The Designer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents. The Designer shall also prepare operation and maintenance (O&M) manual documents and shall provide training and startup services associated with the construction phase.

5.2 Prepare for and attend Pre-construction Meeting. The meeting will be conducted by the Engineer.

5.3 *General Administration of the Contract Documents*: Consult with, advise and assist the Engineer in the Engineer's role as City's representative. Designer's communications with the City and the Contractor shall be through, or with the knowledge of the Engineer.

5.4 *Site Visits*: Make visits to the site at intervals as requested by the Engineer in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative (RPR) provided by the Engineer. Such visits and observations by Designer are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Designer's exercise of professional judgement as assisted by the RPR. Based on information obtained during such visits and such observations, Designer shall determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents and report findings to the Engineer.

5.5 *Defective Work*: Recommend to Engineer that the work be disapproved and rejected while it is in progress if Designer believes that such work will not produce a completed Project that conforms generally to the

Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

5.6 *Monthly Construction Progress Meetings*: Participate in monthly construction progress meetings via phone. Engineer will provide Designer conference call-in number for each meeting.

5.7 *Clarifications and Interpretations; Field Orders*: Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the City's Project Management Information System (PMIS)

5.8 *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.

5.9 *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The shop drawings will be transmitted electronically through the City's Project Management Information System (PMIS).

5.10 *Substitutes*: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.

5.11 *Inspections and Tests*: The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. Designer shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Designer shall be entitled to rely on the results of such tests.

5.12 *Disagreements between City and Contractor*: Assist the Engineer in rendering formal written decisions on claims of the City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, Designer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith.

5.13 *Operation and Maintenance (O&M) Manual*:

- Prepare O&M manual in electronic format.
- After startup of the facilities is complete, modify the manual to incorporate City review comments.
- Furnish manual in electronic format.
- Review manufacturer's O&M literature for conformance to the Contract Documents.
- Deliver approved manufacturer's O&M literature to the City.

5.14 *Record Drawings*: Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Furnish AutoCad and PDF files of the record drawings. Update existing one-line diagram.

5.15 *Limitation of Responsibilities*: Designer shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of

the work. Designer shall 1ot be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

5.16 Perform final inspection for adherence to contract documents.

D. SCOPE OF WORK – REPLACEMENT OF 5KV DISTRIBUTION WITHIN WPCP

The duty of the Engineer is to develop final construction drawings and specifications. 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 is to adhere to the requirements of the Design Standards Manual and relevant exhibits available on the City of Fort Wayne Website. The Engineer shall develop and provide the following services:

Task 1 - General Services

1.1 Prepare for and attend kickoff meeting at Water Pollution Control Plant (WPCP) with a site visit to follow.

1.2 Prepare project design schedule.

1.3 Design Services shall include preparation of construction contract documents including drawings, specifications, construction sequences and constraints, and other documents necessary for agency review and approval and for bidding and construction of the new facilities. Design Services shall also include preparation of an opinion of probable construction cost and a possible construction schedule showing major construction activities that are consistent with the specified sequences and constraints and the specified contract times.

1.4 Research City documents for existing utility information, as-built drawings, information management system and other pertinent data.

1.5 Conduct site visits to obtain information necessary for design.

1.6 Conduct meeting(s) with Plant personnel to discuss suggested routing/location of new duct banks and manholes, connection to existing man holes, and location of new equipment.

1.7 Prepare bidding and contract documents. Documents shall be prepared for construction by a single prime Contractor.

1.8 Prepare Division 0 documents from City master documents, which are based on documents developed by the Engineer's Joint Contract Documents Committee (EJCDC).

1.9 Specifications shall be prepared in general conformance with the Master Format, 2010 Edition Numbers & Titles, of the Construction Specifications Institute (CS1). Where available, the City's master specifications will be the basis for preparing the specifications. If City master specifications

are not available, Engineer shall prepare specifications consistent with the City's specification standards. Titles and specification numbering shall adhere to the City's master specification list.

1.10 Division 0 documents and specifications shall be prepared with Microsoft Word.

1.11 Drawings shall be prepared for production in two sizes: 24" x 36" full-scale and 11" x 17* reduced-scale, Drawings shall be prepared in AutoCAD 2017 format.

1.12 Perform quality reviews throughout the duration of the Project.

1.13 All deliverables will be submitted in PDF and original file format.

1.14 (2) sets of paper copies of deliverables will be required.

1.14 Provide monthly progress reports to the City to document services performed and Project status. The topics of the monthly report shall include tasks completed and in progress, budget and schedule status, and issues to be resolved. The monthly progress reports shall be submitted with the monthly Project invoices.

1.15 Attend three (3) review meetings – proposed to occur at the end of Preliminary Design Part I, Preliminary Design Part II, and after completion of Final Design. These meetings are held at the Program Manager's office.

1.16 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

1.17 Coordinate twice a month conference call with Program Manager.

Task 2 - Preliminary Design

Phase I (30% submittal)

2.1 Point of demarcation between Improvements to Utility Power Reliability at WPCP and Replacement of 5kV Distribution within WPCP shall be at a point approximately 200 feet northwest of existing WPCP 5kV Gear at southside of Indiana Michigan Power's substation.

Identify major utilities and their approximate location from Utility maps.

2.2 Engineer shall complete the field survey to verify horizontal location of all utilities, including process piping, water, and sewer service locations, as well as depths of existing process piping, water, and sewers.

2.3 Perform field investigation work to verify existing loads on all existing 5kV switchgear being replaced and/or modified. Update existing one-line diagram. Owner will provide existing one-line diagram.

2.4 Perform field investigation work to verify existing loads on the 480V and 208V switchgear within Blower No. 8 Building. Update existing on-line diagram. Owner will provide existing one-line diagram.

2.5 Develop conceptual layout of new equipment and/or buildings, new ductbanks, new manholes, and new site layout for basis of design.

2.6 Meet with team from Water Pollution Control Plant to determine phasing of the project and to coordinate the locations for all buildings, switches, manholes, and duct banks and review Basis of Design Conceptual Layout.

2.6 Check conflicts with any other proposed projects in the immediate area.

2.7 Provide options for replacing and/or modifying existing 5kV switchgear with a conceptual level opinion of probable costs for each option. Work with the City to determine and select the best option.

2.8 Provide options for replacing existing 480V and 208V switchgear with a conceptual level opinion of probable costs for each option. Work with the City to determine and select the best option.

2.9 Prepare preliminary drawings. The drawings at this phase need only enough detail for the Engineer to accurately determine the recommended duct bank paths, location of new manholes, 5kV switchgear/buildings and convey it to the Program Manager.

2.10 Prepare opinion of probable cost summary with a breakout for each 5kv switchgear and switching location.

2.11 Prepare opinion of probable cost summary with a breakout for 480V and 208V switchgear.

2.12 Prepare Engineer's recommended phasing of project and installation of new duct banks.

2.13 Provide a draft Table of Contents of all proposed specifications. Include specifications for Coordination Study and Arc-Flash Study.

2.14 Furnish one copy of Preliminary Design – Basis of Design Conceptual Layout and Phase I Drawings in PDF and DWF format and specifications in PDF and Microsoft Word format to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.

Phase II (60% submittal)

2.15 Proceed with decision made in Phase I Review Meeting on new 5kV switchgear.

2.16 Proceed with decision made in Phase I Review Meeting on new 480V and 208V switchgear.

2.17 Proceed with decision made in Phase I Review Meeting on manhole locations and duct bank routing.

2.18 Resolve any phasing conflicts.

2.19 Resolve any underground conflicts.

2.20 Determine the final location of the proposed buildings and equipment, switches, manholes, duct banks, and any temporary equipment requirements.

2.21 Preliminary Design Phase II Drawings. Incorporate all design improvements presented in Phase I. The Drawings will generally include: (estimated)

	Sheets
Title Sheet	1
General Notes, Index and Legend	3
Plan (and Profile) Sheets	12
Special Detail Sheets	18
TOTAL	34

2.22 Prepare draft specifications in MF04 format. Include specifications for Coordination Study and Arc-Flash Study.

2.23 Compute project quantities and updated opinion of probable costs in MF04 format.

2.24 Submit draft Preliminary Design Documents to Program Manager for review and approval.
Preliminary Design Submittal: (2 Complete Sets)
Preliminary Design Drawings
Summary of Project Quantities w/opinion of probable costs.

2.25 Furnish one copy of the Preliminary Design – Phase II Drawings in PDF and DWF format and Preliminary Specifications in PDF and Microsoft Word format to the Program Manager for review and approval. After a review meeting with the Program Manager, incorporate any necessary changes.

Task 3 - Final Design (95% submittal and P.E. stamped complete bidding documents)

3.1 Prepare specifications for the improvements, including bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement City standards.

3.2 Complete a quality control review of the draft Contract Documents.

3.3 Prepare final design drawings. Incorporate comments received during the review meetings.

3.4 Update summary of project quantities.

3.5 Submit draft Final Design Documents to Program Manager for review and approval.
Final Design Submittal (2 Complete Sets)
Final Design Drawings
Summary of Project Quantities w/opinion of probable costs.
Bid Form
Project Technical / Supplemental Specifications.

3.6 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped paper bond drawings, one (1) electronic version of the project specifications (Microsoft Word and PDF format) and one electronic copy of project drawings in PDF and CAD format utilizing the CAD standards in Book 6 of the Fort Wayne Design Standards Manual.

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

4.1 Attend Pre-bid Meeting.

4.2 Engineer shall prepare and assist Owner with issuing of the addenda, as needed to interpret, clarify or expand bidding documents.

4.3 Conformed Contract Documents

The Engineer will 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 will 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 – Construction Phase. The construction phase services shall include the following:

5.1 The City will retain another firm to act as the City's representative, to assume all duties and responsibilities, and to have the rights and authority assigned to the Engineer in connection with the construction work to be performed in accordance with the construction Contract Documents. During the construction phase, the Engineer during design phase will be referred to as the Designer. The Designer shall also provide professional engineering services during the construction phase. The Designer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents. The Designer shall also prepare operation and maintenance (O&M) manual documents and shall provide training and startup services associated with the construction phase.

5.2 Prepare for and attend Pre-construction Meeting. The meeting will be conducted by the Engineer.

5.3 *General Administration of the Contract Documents*: Consult with, advise and assist the Engineer in the Engineer's role as City's representative. Designer's communications with the City and the Contractor shall be through, or with the knowledge of the Engineer.

5.4 *Site Visits*: Make visits to the site at intervals as requested by the Engineer in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative (RPR) provided by the Engineer. Such visits and observations by Designer are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Designer's exercise of professional judgement as assisted by the RPR. Based on information obtained during such visits and such observations, Designer shall determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents and report findings to the Engineer.

5.5 *Defective Work*: Recommend to Engineer that the work be disapproved and rejected while it is in progress if Designer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

5.6 *Monthly Construction Progress Meetings*: Participate in monthly construction progress meetings via phone. Engineer will provide Designer conference call-in number for each meeting.

5.7 *Clarifications and Interpretations; Field Orders*: Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders

authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the City's Project Management Information System (PMIS)

5.8 *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.

5.9 *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The shop drawings will be transmitted electronically through the City's Project Management Information System (PMIS).

5.10 *Substitutes*: Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.

5.11 *Inspections and Tests*: The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. Designer shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Designer shall be entitled to rely on the results of such tests.

5.12 *Disagreements between City and Contractor*: Assist the Engineer in rendering formal written decisions on claims of the City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, Designer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith.

5.13 *Operation and Maintenance (O&M) Manual*:

- Prepare O&M manual in electronic format.
- After startup of the facilities is complete, modify the manual to incorporate City review comments.
- Furnish manual in electronic format.
- Review manufacturer's O&M literature for conformance to the Contract Documents.
- Deliver approved manufacturer's O&M literature to the City.

5.14 *Record Drawings*: Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Furnish AutoCad and PDF files of the record drawings. Update existing one-line diagram.

5.15 *Limitation of Responsibilities*: Designer shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. Designer shall 1ot be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

5.16 Perform final inspection for adherence to contract documents.

E. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by January 15, 2019 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

PART C - **IMPROVEMENTS TO UTILITY POWER RELIABILITY AT WPCP**

SCHEDULE	DATE
Preliminary Design Phase I (30% Submittal)	March 1, 2019
Preliminary Design Phase II (60% Submittal)	May 1, 2019
Preliminary Design Phase II (95% Submittal)	July 1, 2019
Final Design Phase (100% Submittal)	July 15, 2019

Spectrum will work within the milestone dates noted above for the specific deliverable dates for each Task as noted in the images below. Additionally, based on current delivery times for switchgear an estimated construction completion date of March 27, 2020 has been used for planning purposes

Description	Start	Finish	Planned Hrs	Planned Bill
⊟ Improve Utility Power Reliability @ WPCP	1/1/2019	4/3/2021	860.00	137,364.00
⊞ Task 1 General Services	1/1/2019	8/30/2019	48.00	9,000.00
⊞ Task 2 Field Work	1/15/2019	2/15/2019	108.00	16,380.00
⊞ Task 2 Schematic Design	1/1/2019	2/22/2019	72.00	11,500.00
⊞ Task 2 Cost Estimate	2/5/2019	2/22/2019	6.00	1,150.00
⊞ Task 2 Preliminary Design Package	3/1/2019	4/26/2019	88.00	13,600.00
⊞ Task 2 Preliminary Specification Package	3/1/2019	4/26/2019	32.00	5,820.00
⊞ Task 3 Construction Drawing Package	5/1/2019	6/26/2019	184.00	28,000.00
⊞ Task 3 Construction Specification	5/1/2019	6/26/2019	36.00	6,720.00
⊞ Task 4 Bid Package	7/8/2019	7/15/2019	16.00	2,960.00
⊞ Task 4 Bid Management	7/16/2019	8/23/2019	44.00	6,544.00
⊞ Task 5 Pre-construction Mtg	8/12/2019	9/30/2019	16.00	2,536.00
⊞ Task 5 General Project Admin.	8/12/2019	3/27/2020	56.00	8,988.00
⊞ Task 5 Site Visits	8/12/2019	3/27/2020	80.00	13,192.00
⊞ Task 5 Project Manual	2/10/2020	3/27/2020	36.00	5,868.00
⊞ Task 5 For Record Documentation	3/23/2020	4/10/2020	38.00	5,106.00

PART D - **REPLACEMENT OF 5KV DISTRIBUTION WITHIN WPCP**

SCHEDULE	DATE
Preliminary Design Phase I (30% Submittal)	May 1, 2019
Preliminary Design Phase II (60% Submittal)	August 1, 2019
Preliminary Design Phase II (95% Submittal)	November, 2019
Final Design Phase (100% Submittal)	December, 2019

Spectrum will work within the milestone dates noted above for the specific deliverable dates for each Task as noted in the images below. Additionally, based on current delivery times for switchgear an estimated construction completion date of June 30, 2020 has been used for planning purposes.

Description	Start	Finish	Planned Hrs	Planned Bill
⊟ Replace 5kV Distribution @ WPCP	1/1/2019	9/30/2020	952.00	148,312.00
⊞ Task 1 General Services	1/1/2019	9/6/2019	26.00	4,750.00
⊞ Task 2 Field Work	2/1/2019	4/19/2019	112.00	16,220.00
⊞ Task 2 Schematic Design	2/22/2019	4/30/2019	72.00	11,120.00
⊞ Task 2 Cost Estimate	3/22/2019	4/30/2019	8.00	1,460.00
⊞ Task 2 Preliminary Design Package	5/17/2019	7/19/2019	80.00	12,480.00
⊞ Task 2 Preliminary Specification Package	5/31/2019	7/19/2019	40.00	7,160.00
⊞ Task 3 Construction Drawing Package	7/19/2019	11/3/2019	236.00	36,620.00
⊞ Task 3 Construction Specification	7/19/2019	10/25/2019	40.00	7,160.00
⊞ Task 4 Bid Package	10/28/2019	11/22/2019	22.00	3,990.00
⊞ Task 4 Bid Management	10/1/2019	1/17/2020	84.00	10,960.00
⊞ Task 5 Pre-construction Mtg	1/1/2020	3/31/2020	18.00	2,846.00
⊞ Task 5 General Project Admin.	1/1/2020	9/30/2020	40.00	6,208.00
⊞ Task 5 Site Visits	1/1/2020	9/30/2020	80.00	13,192.00
⊞ Task 5 Project Manual	4/1/2020	9/30/2020	44.00	7,488.00
⊞ Task 5 For Record Documentation	7/1/2020	9/30/2020	50.00	6,658.00

F. OPTIONAL ADDITIONAL SERVICES

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

- Attend additional meetings as needed to review and discuss the project.
- Perform site visits to assist Program Manager in resolution of design or construction problems.

CONTINGENCY TASKS (but not specifically limited to):

Contingency items are authorized by the Program Manager and shall have prior approval of fees prior to commencement. Written request from Project Manager will be returned by the Engineer with the estimated time and cost associated with the request. Engineer will not proceed until written approval is delivered by the Program Manager.

- Hourly rates will be assigned as approved in accordance with the Standard Billing Rates attached.

PART II

6 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

Make available to Engineer reports, studies, 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 electronic copies of existing single-line diagram of 5kV distribution and downstream connections at WPCP and WWPS (AutoCAD 2007 format).

B. REPRESENTATIVE

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

PART III

COMPENSATION

6.1.1.1.1 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 **$ 315,676.00** 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, and shall include the employee name and title of all staff billing to project.

   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 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.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

1. General Services: Improvements to Utility Power Reliability at WPCP

General Services – (Tasks 1) For Services outlined in Task 1 a not to exceed fee of:	**$ 9,000.00**
Preliminary Design Phase – (Tasks 2) For Services outlined in Task 2 a not to exceed fee of:	**$ 48,450.00**
Final Design Phase – (Tasks 3) For Services outlined in Task 3 a not to exceed fee of:	**$ 34,720.00**
Bidding Phase – (Task 4) For Services outlined in Task 4 a not to exceed fee of:	**$ 9,504.00**
Construction Phase – (Tasks 5) For Services outlined in Task 5 a not to exceed fee of:	**$ 35,690.00**
Contingency Allowance – As authorized by PM For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :	**$ 10,000.00**
TOTAL NOT TO EXCEED FEE:	**$ 147,364.00**

2. General Services: Replacement of 5kV Distribution within WPCP

General Services – (Tasks 1) For Services outlined in Task 1 a not to exceed fee of:	**$ 4,750.00**
Preliminary Design Phase – (Tasks 2) For Services outlined in Task 2 a not to exceed fee of:	**$ 48,440.00**
Final Design Phase – (Tasks 3) For Services outlined in Task 3 a not to exceed fee of:	**$ 43,780.00**
Bidding Phase - (Task 4) For Services outlined in Task 4 a not to exceed fee of:	**$ 14,950.00**
Construction Phase – (Tasks 5) For Services outlined in Task 5 a not to exceed fee of:	**$ 36,392.00**
Contingency Allowance - As authorized by PM For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :	**$ 20,000.00**
TOTAL NOT TO EXCEED FEE:	**$ 168,312.00**
TOTAL NOT TO EXCEED FEE FOR BOTH SERVICES:	**$ 315,676.00**

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION		RATE	
Staff Description	**Staff Category**	**Hourly Bill Rate**	
Senior Principal Engineer	86	$	225.00
Principal Engineer	85	$	210.00
Senior Professional Engineer	84	$	180.00
Staff Professional Engineer II	83	$	170.00
Staff Professional Engineer	82	$	160.00
Professional Engineer II	81	$	148.00
Professional Engineer	80	$	140.00
Operations Director	75	$	175.00
Engineer V	65	$	160.00
Engineer IV	64	$	150.00
Engineer III	63	$	140.00
Engineer II	62	$	130.00
Engineer	61	$	120.00
Projects Manager	58	$	165.00
Design/Technician Supervisor III	53	$	165.00
Design/Technician Supervisor II	52	$	155.00
Design/Technician Supervisor	51	$	145.00
Senior Designer/Technician III	48	$	140.00
Senior Designer/Technician II	47	$	130.00
Senior Designer/Technician	46	$	120.00
Designer/Technician III	45	$	110.00
Designer/Technician II	44	$	100.00
Designer/Technician	43	$	88.00
Field Assistant III	42	$	76.00
Field Assistant II	41	$	66.00
Field Assistant	40	$	62.00
Network Planning Analyst II	36	$	110.00
Network Planning Analyst	35	$	98.00
Senior CAD Drafter	33	$	104.00
CAD Drafter	32	$	92.00
Accountant III	29	$	110.00
Accountant II	28	$	102.00
Accountant	27	$	92.00
Executive Assistant	25	$	84.00
Administrative Assistant II	22	$	65.00
Administrative Assistant	*21*	$	55.00

CU BSA 1-8-19

CITY OF FORT WAYNE, INDIANA

SPECTRUM ENGINEERING CORPORATION
(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: SCOTT D. BOWLES, P.E. 75%

Address: 12517 SADDLE VIEW CT. FW 46818

Name: DAVID L BOWLES 17%

Address: 17420 TONKEL Rd. LEO IN

PATRICIA K BOWLES 8%
17420 TONKEL Rd LEO IN

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: SCOTT D. BOWLES 75%

Name: DAVID L. BOWLES 17%

NAME: PATRICIA K BOWLES 8%

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 ✓ ALL THREE

b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)*
Including contractual employment for services in the previous 3 years:
Yes _____ No ✓ ALL THREE

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

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).

P.O. 18905038-000 WATER POLLUTION CONTROL PLANT POWER DISTRIBUTION IMPROVEMENTS
PRIMARY SELECTIVE 2.20.2018

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: _____

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

Spectrum Engineering Corporation
(Name of Vendor)

5524 N. County Line Rd E
Auburn, IN 46706
Address
(260) 627.8888
Telephone
ALROTH@SPECTRUMENG.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) Scott D. Bowles Title President

Signature Scott D Bowles Date 12/21/2018

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

CONTRIBUTION STATEMENT BY A BUSINESS ENTITY

I, Scott D. Bowles, under the penalties of perjury, affirm and state as follows:

1. I am over the age of eighteen (18) years old.

2. I am an officer or party of the below named company/firm, a business entity within the meaning of Section 37.28 of the Fort Wayne Municipal Code of Ordinances (the "City Code").

3. As an officer or party of the below named company/firm, I am authorized to execute this *Contribution Statement by a Business Entity* on behalf of said business entity.

4. Since January 1, 2018, neither the below named company/firm, nor any of its covered principals, partners, officers, subsidiaries, or other individuals as defined in Section 37.28 has made a contribution to any City of Fort Wayne candidate or holder of public office, whether directly or indirectly by contribution to such candidate's or holder of public office's campaign committee, a City or Allen County party committee or a political action committee that regularly engages in the support of municipal elections and/or municipal parties in the City of Fort Wayne, which would prohibit the City of Fort Wayne from negotiating or entering into a contract with the below named company/firm under Section 37.28 of the City Code.

5. This *Contribution Statement by a Business Entity* is made pursuant to Section 37.28 of the City Code to support approval of a contract between the City of Fort Wayne, Indiana and the below named company/firm.

Spectrum Engineering Corporation
Company/Firm

December 21, 2018
Date

By: Scott D. Bowles

Printed: Scott D. Bowles

Title: President

CITY OF FORT WAYNE, INDIANA

Spectrum Engineering Corporation
(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: Scott D. Bowles, P.E. 75% Name: David L Bowles 17%

Address: 12517 Saddle View Ct. Fort 46818 Address: 17420 Tonkel Rd. Leo IN

b. For each individual listed in Section 1a. show his/her type of equity ownership: Patricia K Bowles 8% 17420 Tonkel Rd Leo IN

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: Scott D. Bowles 75%

Name: David L. Bowles 17%

Name: Patricia K Bowles 8%

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 ✓ ALL THREE

b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)*
Including contractual employment for services in the previous 3 years:
Yes _____ No ✓ ALL THREE

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

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).

P.O. 18905038-000 WATER POLLUTION CONTROL PLANT POWER DISTRIBUTION IMPROVEMENTS
PRIMARY SWITCHGEAR 2.20.2018

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: _____

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

SPECTRUM ENGINEERING CORPORATION
(Name of Vendor)

5524 N. COUNTY LINE RD E AUBURN, IN 46706
Address
(260) 627.8888
Telephone
ALROTH@SPECTRUMENG.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) SCOTT D. BOWLES Title PRESIDENT

Signature Scott D Bowles Date 12/21/2018

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

CONTRIBUTION STATEMENT BY A BUSINESS ENTITY

I, Scott D. Bowles, under the penalties of perjury, affirm and state as follows:

1. I am over the age of eighteen (18) years old.

2. I am an officer or party of the below named company/firm, a business entity within the meaning of Section 37.28 of the Fort Wayne Municipal Code of Ordinances (the "City Code").

3. As an officer or party of the below named company/firm, I am authorized to execute this *Contribution Statement by a Business Entity* on behalf of said business entity.

4. Since January 1, 2018, neither the below named company/firm, nor any of its covered principals, partners, officers, subsidiaries, or other individuals as defined in Section 37.28 has made a contribution to any City of Fort Wayne candidate or holder of public office, whether directly or indirectly by contribution to such candidate's or holder of public office's campaign committee, a City or Allen County party committee or a political action committee that regularly engages in the support of municipal elections and/or municipal parties in the City of Fort Wayne, which would prohibit the City of Fort Wayne from negotiating or entering into a contract with the below named company/firm under Section 37.28 of the City Code.

5. This *Contribution Statement by a Business Entity* is made pursuant to Section 37.28 of the City Code to support approval of a contract between the City of Fort Wayne, Indiana and the below named company/firm.

Spectrum Engineering Corporation
Company/Firm

December 21, 2018
Date

By: Scott D. Bowles

Printed: Scott D. Bowles

Title: President

BILL NO. S-19-01-16

REPORT OF COMMITTEE ON CITY UTILITIES

February 12, 2019

Thomas Didier Chair

Geoff Paddock Co-Chair

All Council Members

An Ordinance approving Contract for Professional Engineering Services for WPCP 5kV Electrical Distribution Upgrades - RES/WO - #76465 - between Spectrum Engineering Corp. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of not to exceed $315,676.00

COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS	DO NOT PASS	ABSTAIN	NO REC

LANA R. KEESLING
CITY CLERK

Public Hearing Date: N/A
Read the first time in full and on motion by Councilman Didier.
Read the second time by title and referred to the City Utilities Committee.
Read the third time in full and on motion by Councilman Didier, placed on passage by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT
ARP	☒	☐	☐	☐
BARRANDA	☒	☐	☐	☐
CRAWFORD	☒	☐	☐	☐
DIDIER	☒	☐	☐	☐
ENSLEY	☒	☐	☐	☐
FREISTROFFER	☒	☐	☐	☐
HINES	☒	☐	☐	☐
JEHL	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐

DATED: February 12, 2019

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-19-01-16 on the 12th day of February, 2019

Lana R. Keesling
LANA R. KEESLING
CITY CLERK

John N. Crawford
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th of February 2019, at the hour of 10:05 o'clock A.M. E.S.T.

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 14TH day of February 2019, at the hour of 10:00 o'clock AM. E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA
RECEIVED
FEB 15 2019
LANA R. KEESLING
CITY CLERK